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

ITEM: 3.34
(ID # 30054)
MEETING DATE:
Tuesday, March 24, 2026

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve the Professional Services Agreements for Fleet and Automotive Maintenance & Repair Services, and Ratify and Approve the continued funding and use of the Ford Fleet Care Program, National Fleet Parts Pricing Program and GM MegaFleet program, as listed in Attachment A, for Five Years through December 1, 2030 and Authorize the Chair of the Board to sign the Agreements on behalf of the County. All Districts; [Total Cost - $35,000,000; Up to $5,250,000 in Additional Compensation; 55% Contract Cities Revenues and 45% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreements for Fleet and Automotive Maintenance & Repair Services, as listed in Attachment A, for five (5) years through December 1, 2030; and authorize the Chair of the Board to sign the agreements on behalf of the County; and,

2. Ratify and Approve the continued funding and use of the Ford Fleet Care Program, National Fleet Parts Pricing Program and GM MegaFleet program, effective as of December 1, 2025; and,

Continued on Page 2
ACTION:Policy

Zachary Hall
Zachary Hall, ASSISTANT SHERIFF 3/13/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Washington 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:	March 24, 2026
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:

3. Approve the Aggregate amount of up to $35,000,000 to be allocated amongst the Fleet Programs and Agreements as referenced in Attachment A, through the period of performance; and,

4. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on availability of fiscal funding and as approved as to form by County Counsel to: (a) move the allocated funds among the vendors; (b) sign amendments that stay within the intent of the Agreements; (c) sign amendments to compensation provisions that do not exceed the sum total of fifteen (15) percent of the total aggregate contract amounts and,

5. Authorize Purchasing Agent to issue Purchase Orders for the goods and/or services not to exceed the approved aggregate amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 1,050,000	$ 3,150,000	$ 15,750,000	$ 0
NET COUNTY COST	$ 1,283,333	$ 3,852,000	$ 19,250,000	$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			**Budget Adjustment:** No	
			For Fiscal Year: 25/26-29/30	

C.E.O. RECOMMENDATION: Approve

BR# 26-091

BACKGROUND:

Summary

The Riverside County Sheriff's Office (RSO) maintains a large fleet of over 2,000 patrol, administrative, and specialty vehicles essential to providing public safety services across Riverside County's 7,200 square miles jurisdiction. Ensuring fleet reliability, safety, and availability is critical to maintaining operational readiness and uninterrupted law enforcement services.

RSO solely relies on third-party vendors for vehicle maintenance and repair services. This decentralized service model is necessary to support the size, diversity, and continuous demands of their fleet, including vehicles operating on a 24-hour basis throughout a geographically expansive area.

Since 2021, RSO has successfully utilized the Ford Fleet Care (FFC), National Fleet Parts Pricing (NFPP) and General Motor MegaFleet programs to streamline fleet maintenance, standardized pricing, and reduce administrative burden. More than seventy (70%) percent of RSO's fleet is Ford-manufactured and twelve (12%) percent is GM manufactured, making

continued participation in these programs both cost-effective and operationally advantageous. These Programs provide access to Original Equipment Manufacturer (OEM) authorized goods and services, factory-trained technician, standardized "not-to-exceed" pricing structures, and consolidated billing, which replaces multiple individual invoices with a single invoice and allows RSO to maintain centralized oversight of fleet expenditures while offering Net sixty (60) payment terms.

Following a recent competitive bid, RSO is requesting to utilize the additional approved third-party vendors listed in Attachment A, which include a combination of local Ford and GM dealerships, as well as independent automotive repair facilities. No single vendor or service provider can adequately support the full scope of maintenance needs for a fleet this size and complexity; and therefore, access to a diverse vendor pool is essential. RSO requires multiple types of service providers for the following reasons:

- Manufactured-Specific Expertise: Ford and GM dealerships provide factory-trained technicians, OEM diagnostics tools, warranty support, and access to manufacturer part pricing programs.
- Specialized and High-Volume Repairs: Independent repair facilities provide flexibility and capacity for routine maintenance, mechanical repairs, body work, towing, and specialty service that may not be cost-effective or timely through dealerships alone.
- Geographic Coverage: Riverside County includes more than sixty (60) Sheriff's stations, jails, and facilities. Utilizing vendors strategically located throughout the County minimize vehicle downtime, reduce travel time for deputies, and allow vehicles to be serviced closer to their assigned duty locations.
- Fleet Availability and Out-of-Service Management: Maintaining multiple vendors prevent service bottlenecks and support compliance with acceptable vehicle out-of-service thresholds, ensuring sufficient fleet availability to meet public safety demands. Patrol vehicles, in particular, operate at higher mileage and under heavy use, requiring more frequent servicing than standard administrative vehicles.

This diverse vendor structure is intentional and essential to maintaining fleet readiness and operational continuity.

Impact on Residents and Businesses

Reliable fleet performance directly affects the Department's ability to respond to emergencies promptly, patrol communities and deter crime, transport inmates safely, maintain visible public safety presence, support specialized operations throughout the County. Timely vehicle maintenance ensures deputies remain equipped with safe, dependable vehicles to serve and protect Riverside County residents.

Contract History and Price Reasonableness

Ford and GM provide competitive "not-to-exceed" pricing guarantees on OEM parts, and their national service networks ensure consistent pricing even when RSO vehicles operate outside Riverside County for extraditions, inmate transport, mutual aide, or specialty assignments. Both programs are accessed through the Sourcewell Cooperative Agreements (Ford Contract #

080124-FMC and GM Contract# 080124-GNL), which provides competitively bid pricing and satisfy County competitive procurement requirements pursuant to Ordinance 459. Participation in these cooperative agreements ensure pricing competitiveness and transparency. The Programs benefits include capped or discounted OEM parts pricing, consolidated billing for parts and repair services, nationwide service availability, pre-approval spending controls, and no administrative fees. The Riverside County Board of Supervisors approved the application for the Ford Fleet Care program and the GM Mega Fleet applications for consolidated billing on June 15, 2021 item 3.31 with no expiration date.

In addition, RSO plans to utilize the County awarded vendors listed in Attachment A, selected as the result of a competitive procurement solicitation, Request for Quotation (RFQ) # SHARC-613 Automotive Maintenance and Repair Services. The bid was conducted by the Riverside County Purchasing Department on behalf of RSO. The bid invitation was sent out to sixty-five (65) diverse network of service providers, with fifty-one (51) downloading the bid, and twenty-one (21) vendors submitting cost proposals. Given the fleet's size and operational demands, RSO awarded all qualified vendors to ensure adequate capacity, flexibility and geographical coverage.

Additional Fiscal Information

Since the inception of RSO's independent fleet operations, and with the COVID-19 pandemic significantly altered the automative market conditions, resulting in increased labor cost, parts shortages, extended repair timelines, and higher material prices, RSO has averaged approximately $7 million annually in vehicle maintenance and repair expenditures in recent years. These costs reflect routine preventative maintenance, mechanical and emergency repairs, specialty vehicle servicing, and manufacturer-required maintenance necessary to keep fleet asset operational and safe.

Based on the current expenditure trends, RSO is requesting an aggregate budget of $35 million over a five (5)-years period for vehicle repairs and maintenance services through March 30, 2030. In addition, RSO is also requesting an additional fifteen (15%) percent contingency in the amount of $5.25 million to address unforeseen repair and market volatility. Funding for these services will remain within existing budget appropriations and is shared between Contract Cities fifty five (55%) percent and the Sheriff's budget forty-five (45%) percent.

CONTRACT VENDOR	Total Aggregate Spend
FORD MOTOR	$28,000,000
GM	$4,750,000
COMPLETE TOWING (MARK D HENLEY)	$1,400,000
DOWNTOWN SHELL	$25,000
FLEETWORKS	$25,000
INLAND EMPIRE AUTOBODY	$275,000
INTEGRITY AUTO GLASS	$75,000

MCRAY ENTERPRISES	$25,000
SUNDOWN WINDOW	$25,000
THE RV PROS	$25,000
THE TRUCK SHOP	$350,000
TRUCK WORKS	$25,000
TOTAL	$35,000,000

Attachments:
Attachment A; Approved Contract Vendor List
Complete Towing (Mark D Henley) PSA SHARC-92847-085-02/30
Downtown Shell PSA SHARC-92847-086-02/30
Fleetworks PSA SHARC-92847-087-02/30
Inland Empire Autobody PSA SHARC-92847-088-02/30
Integrity Auto Glass PSA SHARC-92847-089-02/30
McRay Enterprises PSA SHARC-92847-090-02/30
Sundown Window PSA SHARC-92847-091-02/30
The RV Pros PSA SHARC-92847-092-02/30
The Truck Shop PSA SHARC-92847-093-02/30
Truck Works PSA SHARC-92847-094-02/30

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 3/12/2026

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 3/16/2026

Aaron Gettis
Aaron Gettis, Chief Deputy County Counsel 3/10/2026

PROFESSIONAL SERVICE AGREEMENT

for

FLEET AND AUTOMOTIVE MAINTENANCE & REPAIR SERVICES

between

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY SHERIFF

and

MARK D. HENLEY dba COMPLETE TOWING & RECOVERY

MAR 2 4 2026 3.34

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This Agreement is made and entered into by and between MARK D.HENLEY dba COMPLETE TOWING & RECOVERY, (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 to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 1, 2030 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed One Million Four Hundred Thousand Dollars (1,400,000) 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not

perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. 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 for Riverside-San Bernardino-Ontario, CA 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-92847-85-02/30); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per

Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, 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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

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

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. 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 entity in Riverside County. 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 (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

"privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

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

CONTRACTOR

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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's 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 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

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

Dated: MAR 2 4 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Kristine Bell Valdez
Supervising Deputy County Counsel

Dated: 02/26/26

MARK D HENLEY dba COMPLETE TOWING AND RECOVERY

By: Mark D Henley
Mark D Henley (Feb 26, 2026 14:13:50 PST)
Name
Title

Dated: 02/26/26

MAR 2 4 2026 3.34

EXHIBIT A

SCOPE OF SERVICES

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

2. Written Estimates – The CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. Awarded Bidder(s) must check all recommended repairs against each vehicle's manufacturer's warranty. If the Bidder repairs a vehicle that would have otherwise been covered under warranty, the Bidder will be responsible for reimbursement of any and all repair charges back to the County.

3. Required Approvals - The CONTRACTOR must obtain email authorization or approval from the County department before any work being started. The Bidder(s) shall record 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 proper approval.

4. Invoices – The CONTRACTOR shall ensure each invoice contains, at minimum, the following information: invoice number and date; remittance address; bill-to and ship-to addresses of County Fleet; per labor hour cost and quantity applied; County Vehicle number and quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

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

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

7. Security of Vehicles - The 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. The Bidder(s) may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR. Incidents of theft or vandalism to County vehicles in the CONTRACTOR care must be reported to the Fleet immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.

8. The 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 Fleet of such. The CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to Riverside Sheriff Office (RSO) Fleet.

9. Subcontracting of Repairs – Awarded CONTRACTOR are responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall pass down the insurance obligations contained in an agreement resulting from this solicitation to all tiers of subcontractors working under said agreement.

10. Endorsed Certificates of Insurance packets for CONTRACTOR awarded because of this solicitation must be emailed on a yearly basis to RSO Fleet.

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

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

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

14. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. Fleet requires that Bidder(s) 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. Fleet will provide CONTRACTOR with proof of installation upon such warranty claims.

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

16. Requirements for Smog Certification

Report of Testing – All County vehicles are under government BAR code number GC920008. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

17. Requirements for all Preventative Maintenance services including Oil and Filter Changes:

a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.

b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). The CONTRACTOR shall advise Fleet if any lamps need replacement and proceed as directed by Fleet staff.

c) CONTRACTOR providing preventative maintenance services will be responsible for the following:

- Verify with Fleet Services that the unit does belong to Riverside County Sheriff fleet
- For service that exceeds the $200 threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. Fleet will not be responsible for any charges resulting from repairs made without proper approval.
- If delays occur, Fleet Services must be notified on the same day in writing.
- When requested, the vehicle may be required to be road-tested after repair if it's determined to be necessary by County Fleet staff.

All Preventive Maintenance service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable CONTRACTOR checklist that clearly identifies what was inspected as long as accepted by Fleet Services. If delays occur Fleet Services must be notified on the same day

18. Requirements for Tire Repair

a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.

General Repair Responsibilities

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

• Fleet requires services completed within 8 business hours after receipt of the vehicle for routine maintenance such as oil/filter changes, tires and brakes.

• CONTRACTOR shall give priority service to previously identified emergency services vehicles. Priority service means all services completed within 4 business hours after receipt of the vehicle on all routine repairs including brakes, etc. and routine maintenance.

• Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

2. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under a fully executed agreement if awarded. Fleet shall have the right, upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

3. Fiscal records pertaining to County vehicle maintenance and repair services shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.
4. CONTRACTOR shall notify designated County staff, via e-mail fifteen calendar days preceding any change of address if awarded an agreement resulting from this solicitation.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing or by email and provided to the County at time of award of any agreement. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday. This Contract Representative shall provide overall management and coordination of the Contract on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

EXHIBIT B

PAYMENT PROVISIONS

Region 1

A. Service	Hourly Rate		
COMPLETE TOWING			
Air Conditioning Service	**Labor**	**Parts**	**Total**
AC Performance Testing	$90.00	VARY	
Evacuate & Recharge	$90.00	VARY	
Alignment & Tire Service	**Labor**	**Parts**	**Total**
4 Wheel Alignment (Sedan)	$90.00	VARY	
4 Wheel Alignment (SUV, Truck)	$90.00	VARY	
Balance & Rotate Tires	$90.00	VARY	
Flat Repair - Remove, Repair, Mount	$90.00	VARY	
Mount & Balance New Tire (Per Tire)	$90.00	VARY	
Battery	**Labor**	**Parts**	**Total**
Battery Service, Recharge or Test	$90.00	VARY	
Battery Replacement (Plus)	$90.00	VARY	
Battery Replacement (Max)	$90.00	VARY	
Brakes			
Brake Pad Replacement Car/Lt Truck, SUV (Front)	$90.00	VARY	
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Front)	$90.00	VARY	
Brake Rotor Replacement Car/Lt Truck, SUV (Front)	$90.00	VARY	
Brake Pad Replacement Car/Lt Truck, SUV (Rear)	$90.00	VARY	
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Rear)	$90.00	VARY	
Brake Rotor Replacement Car/Lt Truck, SUV (Rear)	$90.00	VARY	
Brake Pad Replacement Super Duty (Front)	$90.00	VARY	
Brake Pad Replacement & Resurface Rotors Super Duty (Front)	$90.00	VARY	
Brake Rotor Replacement Super Duty (Front)	$90.00	VARY	
Brake Pad Replacement Super Duty (Rear)	$90.00	VARY	
Brake Pad Replacement & Resurface Rotors Super Duty (Rear)	$90.00	VARY	
Brake Rotor Replacement Super Duty (Rear)	$90.00	VARY	
Filter Replacement	**Labor**	**Parts**	**Total**
Cabin Air Filter	$90.00	VARY	
Engine Air Filter (Gas)	$90.00	VARY	
Engine Air Filter (Diesel)	$90.00	VARY	
Fuel Filter (Gas)	$90.00	VARY	
Fuel Filter (Diesel)	$90.00	VARY	

Transmission Filter (Gas)	$90.00	VARY	
Transmission Filter (Diesel)	$90.00	VARY	
Fluid Exchange	**Labor**	**Parts**	**Total**
Brake Fluid Exchange	$90.00	VARY	
Coolant Service (Gas)	$90.00	VARY	
Coolant Service (Diesel)	$90.00	VARY	
Differential Service (Front)	$90.00	VARY	
Differential Service (Rear)	$90.00	VARY	
Transfer-Case Service (Gas)	$90.00	VARY	
Transfer-Case Service (Diesel)	$90.00	VARY	
Transmission Service (Gas)	$90.00	VARY	
Transmission Service (Diesel)	$90.00	VARY	
Throttle Body Service	$90.00	VARY	
Inspections	**Labor**	**Parts**	**Total**
Biennial inspection of Terminals (BIT)			
Smog (Inclusive of ALL labor charges, transmission & certification fees			
Smoke/Opacity Test (Inclusive of ALL labor charges and fees			
Lube, Oil, Filter	**Labor**	**Parts**	**Total**
Lube, Oil, Filter up to 6qts - Full Synthetic (Gas)	$90.00	VARY	
- Gas Engine Full Synthetic additional quarts	$90.00	VARY	
Lube, Oil, Filter up to 6qts (Diesel)	$90.00	VARY	
- Diesel Engine additional quarts	$90.00	VARY	
Replace Wiper Blades	**Labor**	**Parts**	**Total**
Replace Wiper Blade (1 Rear)		VARY	
Replace Wiper Blade (2 Front)		VARY	
Replace Wiper Blade (All)		VARY	
On-Site Car Wash	**Labor**	**Parts**	**Total**
Vehicle wash interior vacuum and wipe down (Cars and SUV)	$85.00		
Vehicle wash interior vacuum and wipe down (Truck)	$85.00		
Vehicle exterior wash only	$65.00		
Movement			**Total**
Do you provide vehicle pick up or return: Yes No	YES		
If Yes:			
Additional Cost Per 1 Way			
Delivery Service Provided by:			
Mobile			
Fixed Site			

Both			
Discounts	**% Off**		**Total**
Discount Amount for Parts (Percentage off retail)			
Discount Amount for labor (Percentage off retail)			
Discount Amount for Sublet work (Percentage off retail)			
Additional Warranties			
Service or repair warrantied 6 months			
Other Fees:	**Hourly Rate**		**Total**
Repair services not listed above are to be performed at vendor's hourly labor rate of	$90.00		
Mobile services same parts and labor pricing (Plus trip charge of)			
Tire, Filter, Fluid Disposal Fees are additional			
All service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable vendor checklist that clearly identifies what was inspected.			
All parts used in connection with maintenance and/or repair services performed on County vehicles must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. Fleet reserves the right to determine whether a part or brand of part is equivalent to OEM specifications.			

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

Final Audit Report 2026-02-27

Created:	2026-02-24
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXEkDnDpeQ6D2g6kFBC6i34YfcesS9Vd-

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

Document created by SAMUEL COX (SLCOX@RIVCO.ORG)
2026-02-24 - 6:10:49 PM GMT

Document emailed to Mark D Henley (completetow1@aol.com) for signature
2026-02-24 - 6:10:55 PM GMT

Email viewed by Mark D Henley (completetow1@aol.com)
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Document e-signed by Mark D Henley (completetow1@aol.com)
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Document emailed to Kristine Bell Valdez (kbvaldez@rivco.org) for signature
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Signature Date: 2026-02-27 - 1:53:48 AM GMT - Time Source: server

Agreement completed.
2026-02-27 - 1:53:48 AM GMT

PROFESSIONAL SERVICE AGREEMENT

for

FLEET AND AUTOMOTIVE MAINTENANCE & REPAIR SERVICES

between

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY SHERIFF

and

GERGIS YOUSEF dba. DOWNTOWN SHELL

MAR 2 4 2026

3.34

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This Agreement is made and entered into by and between GERGIS YOUSEF dba DOWNTOWN SHELL, (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 to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 1, 2030 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed Twenty Five Thousand Dollars ($25,000) 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of

COUNTY. 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 for Riverside-San Bernardino-Ontario, CA 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-92847-86-02/30); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment

beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, 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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

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

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. 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 entity in Riverside County. 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 (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

"privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

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

CONTRACTOR

Downtown Shell
300 N Indian Canyon Drive
Palm Springs, Ca 92262

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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's 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 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

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

Dated: MAR 2 4 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Kristine Bell Valdez
Supervising Deputy County Counsel

Dated: 02/24/26

Downtown Shell

By: _____
George Yousef (Feb 24, 2026 09:27:04 PST)
Gergis Yousef dba Downtown Shell
a California Sole Proprietor

Dated: 02/24/26

MAR 2 4 2026 3.34

EXHIBIT A

SCOPE OF SERVICES

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

2. Written Estimates – The CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. Awarded Bidder(s) must check all recommended repairs against each vehicle's manufacturer's warranty. If the Bidder repairs a vehicle that would have otherwise been covered under warranty, the Bidder will be responsible for reimbursement of any and all repair charges back to the County.

3. Required Approvals - The CONTRACTOR must obtain email authorization or approval from the County department before any work being started. The Bidder(s) shall record 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 proper approval.

4. Invoices – The CONTRACTOR shall ensure each invoice contains, at minimum, the following information: invoice number and date; remittance address; bill-to and ship-to addresses of County Fleet; per labor hour cost and quantity applied; County Vehicle number and quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

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

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

7. Security of Vehicles - The 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. The Bidder(s) may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR. Incidents of theft or vandalism to County vehicles in the CONTRACTOR care must be reported to the Fleet immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.

8. The 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 Fleet of such. The CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to Riverside Sheriff Office (RSO) Fleet.

9. Subcontracting of Repairs – Awarded CONTRACTOR are responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall pass down the insurance obligations contained in an agreement resulting from this solicitation to all tiers of subcontractors working under said agreement.

10. Endorsed Certificates of Insurance packets for CONTRACTOR awarded because of this solicitation must be emailed on a yearly basis to RSO Fleet.

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

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

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

14. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. Fleet requires that Bidder(s) 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. Fleet will provide CONTRACTOR with proof of installation upon such warranty claims.

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

16. Requirements for Smog Certification

Report of Testing – All County vehicles are under government BAR code number GC920008. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

17. Requirements for all Preventative Maintenance services including Oil and Filter Changes:

a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.

b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). The CONTRACTOR shall advise Fleet if any lamps need replacement and proceed as directed by Fleet staff.

c) CONTRACTOR providing preventative maintenance services will be responsible for the following:

- Verify with Fleet Services that the unit does belong to Riverside County Sheriff fleet
- For service that exceeds the $200 threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. Fleet will not be responsible for any charges resulting from repairs made without proper approval.
- If delays occur, Fleet Services must be notified on the same day in writing.
- When requested, the vehicle may be required to be road-tested after repair if it's determined to be necessary by County Fleet staff.

All Preventive Maintenance service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable CONTRACTOR checklist that clearly identifies what was inspected as long as accepted by Fleet Services. If delays occur Fleet Services must be notified on the same day

18. Requirements for Tire Repair

a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.

General Repair Responsibilities

1. CONTRACTOR shall complete repairs according to the following turnaround times:
   • Fleet requires services completed within 8 business hours after receipt of the vehicle for routine maintenance such as oil/filter changes, tires and brakes.
   • CONTRACTOR shall give priority service to previously identified emergency services vehicles. Priority service means all services completed within 4 business hours after receipt of the vehicle on all routine repairs including brakes, etc. and routine maintenance.
   • Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

2. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under a fully executed agreement if awarded. Fleet shall have the right, upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

3. Fiscal records pertaining to County vehicle maintenance and repair services shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

4. CONTRACTOR shall notify designated County staff, via e-mail fifteen calendar days preceding any change of address if awarded an agreement resulting from this solicitation.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing or by email and provided to the County at time of award of any agreement. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday. This Contract Representative shall provide overall management and coordination of the Contract on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

EXHIBIT B

PAYMENT PROVISIONS

Region 2

A. Service			
Downtown Shell			
Air Conditioning Service	**Labor**	**Parts**	**Total**
AC Performance Testing	$129.00		
Evacuate & Recharge	$65.00		
Alignment & Tire Service	**Labor**	**Parts**	**Total**
4 Wheel Alignment (Sedan)	$129.00		
4 Wheel Alignment (SUV, Truck)	$195.00		
Balance & Rotate Tires	$20.00		
Flat Repair - Remove, Repair, Mount	$20.00		
Mount & Balance New Tire (Per Tire)	$25.00		
Battery	**Labor**	**Parts**	**Total**
Battery Service, Recharge or Test	$90.00		
Battery Replacement (Plus)	$65.00		
Battery Replacement (Max)	$129.00		
Brakes			
Brake Pad Replacement Car/Lt Truck, SUV (Front)	$195.00		
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Front)	$65.00		
Brake Rotor Replacement Car/Lt Truck, SUV (Front)	$195.00		
Brake Pad Replacement Car/Lt Truck, SUV (Rear)	$195.00		
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Rear)	$258.00		
Brake Rotor Replacement Car/Lt Truck, SUV (Rear)	$195.00		
Brake Pad Replacement Super Duty (Front)	$258.00		
Brake Pad Replacement & Resurface Rotors Super Duty (Front)	$323.00		
Brake Rotor Replacement Super Duty (Front)	$258.00		
Brake Pad Replacement Super Duty (Rear)	$258.00		
Brake Pad Replacement & Resurface Rotors Super Duty (Rear)	$451.00		
Brake Rotor Replacement Super Duty (Rear)	$451.00		
Filter Replacement	**Labor**	**Parts**	**Total**
Cabin Air Filter	$65.00		
Engine Air Filter (Gas)			
Engine Air Filter (Diesel)	$30.00		
Fuel Filter (Gas)	$103.00		
Fuel Filter (Diesel)	$195.00		
Transmission Filter (Gas)	$129.00		
Transmission Filter (Diesel)	$258.00		

Fluid Exchange	Labor	Parts	Total
Brake Fluid Exchange	$129.00		
Coolant Service (Gas)	$129.00		
Coolant Service (Diesel)	$149.00		
Differential Service (Front)	$129.00		
Differential Service (Rear)	$129.00		
Transfer-Case Service (Gas)	$129.00		
Transfer-Case Service (Diesel)	$129.00		
Transmission Service (Gas)	$129.00		
Transmission Service (Diesel)	$129.00		
Throttle Body Service	$129.00		
Inspections	**Labor**	**Parts**	**Total**
Biennial inspection of Terminals (BIT)	$129.00		
Smog (Inclusive of ALL labor charges, transmission & certification fees	$50.00		
Smoke/Opacity Test (Inclusive of ALL labor charges and fees	$129.00		
Lube, Oil, Filter	**Labor**	**Parts**	**Total**
Lube, Oil, Filter up to 6qts - Full Synthetic (Gas)	$79.00		
- Gas Engine Full Synthetic additional quarts	$8.00		
Lube, Oil, Filter up to 6qts (Diesel)	$99.00		
- Diesel Engine additional quarts	$9.00		
Replace Wiper Blades	**Labor**	**Parts**	**Total**
Replace Wiper Blade (1 Rear)			
Replace Wiper Blade (2 Front)			
Replace Wiper Blade (All)			
On-Site Car Wash	**Labor**	**Parts**	**Total**
Vehicle wash interior vacuum and wipe down (Cars and SUV)	$20		
Vehicle wash interior vacuum and wipe down (Truck)	$25		
Vehicle exterior wash only	$18		
Movement			**Total**
Do you provide vehicle pick up or return: Yes No	YES		
If Yes:			
Additional Cost Per 1 Way			
Delivery Service Provided by:			
Mobile			
Fixed Site	X		
Both			
Discounts	**% Off**		**Total**
Discount Amount for Parts (Percentage off retail)			

Discount Amount for labor (Percentage off retail)			
Discount Amount for Sublet work (Percentage off retail)			
Additional Warranties			
Service or repair warrantied 12 months			
Other Fees:	**Hourly Rate**		**Total**
Repair services not listed above are to be performed at vendor's hourly labor rate of	$129.00		
Mobile services same parts and labor pricing (Plus trip charge of)			
Tire, Filter, Fluid Disposal Fees are additional	$4.00		
All service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable vendor checklist that clearly identifies what was inspected.			
All parts used in connection with maintenance and/or repair services performed on County vehicles must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. Fleet reserves the right to determine whether a part or brand of part is equivalent to OEM specifications.			

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

Final Audit Report 2026-02-25

Created:	2026-02-24
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkicZdxiBELs6ccOXzhVhFyB2jrptHZkp

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

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Adobe Acrobat Sign

PROFESSIONAL SERVICE AGREEMENT

for

FLEET AND AUTOMOTIVE MAINTENANCE & REPAIR SERVICES

between

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY SHERIFF

and

FLEETWORKS INC

MAR 2 4 2026 3.34

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This Agreement is made and entered into by and between FLEETWORKS 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 to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 1, 2030 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed Twenty Five Thousand Dollars ($25,000) 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of

COUNTY. 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 for Riverside-San Bernardino-Ontario, CA 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-92847-87-02/30); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment

beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, 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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

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

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. 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 entity in Riverside County. 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 (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

"privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

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

CONTRACTOR

Fleetworks Inc
1310 Dodson Way
Riverside, CA 92507

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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's 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 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

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

Dated: MAR 2 4 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Kristine Bell Valdez
Supervising Deputy County Counsel

Dated: 02/26/26

FLEETWORKS INC. a California corporation

By: Richard Gautreau
Richard Gautreau (Feb 26, 2026 13:08:38 EST)
Richard Gautreau
President

Dated: 02/26/26

MAR 2 4 2026 3.34

EXHIBIT A

SCOPE OF SERVICES

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

2. Written Estimates – The CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. Awarded Bidder(s) must check all recommended repairs against each vehicle's manufacturer's warranty. If the Bidder repairs a vehicle that would have otherwise been covered under warranty, the Bidder will be responsible for reimbursement of any and all repair charges back to the County.

3. Required Approvals - The CONTRACTOR must obtain email authorization or approval from the County department before any work being started. The Bidder(s) shall record 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 proper approval.

4. Invoices – The CONTRACTOR shall ensure each invoice contains, at minimum, the following information: invoice number and date; remittance address; bill-to and ship-to addresses of County Fleet; per labor hour cost and quantity applied; County Vehicle number and quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

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

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

7. Security of Vehicles - The 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. The Bidder(s) may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR. Incidents of theft or vandalism to County vehicles in the CONTRACTOR care must be reported to the Fleet immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.

8. The 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 Fleet of such. The CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to Riverside Sheriff Office (RSO) Fleet.

9. Subcontracting of Repairs – Awarded CONTRACTOR are responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall pass down the insurance obligations contained in an agreement resulting from this solicitation to all tiers of subcontractors working under said agreement.

10. Endorsed Certificates of Insurance packets for CONTRACTOR awarded because of this solicitation must be emailed on a yearly basis to RSO Fleet.

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

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

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

14. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. Fleet requires that Bidder(s) 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. Fleet will provide CONTRACTOR with proof of installation upon such warranty claims.

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

16. Requirements for Smog Certification

Report of Testing – All County vehicles are under government BAR code number GC920008. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

17. Requirements for all Preventative Maintenance services including Oil and Filter Changes:

a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.

b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). The CONTRACTOR shall advise Fleet if any lamps need replacement and proceed as directed by Fleet staff.

c) CONTRACTOR providing preventative maintenance services will be responsible for the following:

- Verify with Fleet Services that the unit does belong to Riverside County Sheriff fleet
- For service that exceeds the $200 threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. Fleet will not be responsible for any charges resulting from repairs made without proper approval.
- If delays occur, Fleet Services must be notified on the same day in writing.
- When requested, the vehicle may be required to be road-tested after repair if it's determined to be necessary by County Fleet staff.

All Preventive Maintenance service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable CONTRACTOR checklist that clearly identifies what was inspected as long as accepted by Fleet Services. If delays occur Fleet Services must be notified on the same day

18. Requirements for Tire Repair

a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.

General Repair Responsibilities

1. CONTRACTOR shall complete repairs according to the following turnaround times:
   • Fleet requires services completed within 8 business hours after receipt of the vehicle for routine maintenance such as oil/filter changes, tires and brakes.
   • CONTRACTOR shall give priority service to previously identified emergency services vehicles. Priority service means all services completed within 4 business hours after receipt of the vehicle on all routine repairs including brakes, etc. and routine maintenance.
   • Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

2. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under a fully executed agreement if awarded. Fleet shall have the right, upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

3. Fiscal records pertaining to County vehicle maintenance and repair services shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

4. CONTRACTOR shall notify designated County staff, via e-mail fifteen calendar days preceding any change of address if awarded an agreement resulting from this solicitation.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing or by email and provided to the County at time of award of any agreement. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday. This Contract Representative shall provide overall management and coordination of the Contract on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

EXHIBIT B

PAYMENT PROVISIONS

Region 1

A. Service			
FLEETWORKS INC			
Air Conditioning Service	**Labor**	**Parts**	**Total**
AC Performance Testing			
Evacuate & Recharge			
Alignment & Tire Service	**Labor**	**Parts**	**Total**
4 Wheel Alignment (Sedan)			
4 Wheel Alignment (SUV, Truck)			
Balance & Rotate Tires			
Flat Repair - Remove, Repair, Mount			
Mount & Balance New Tire (Per Tire)			
Battery	**Labor**	**Parts**	**Total**
Battery Service, Recharge or Test			
Battery Replacement (Plus)			
Battery Replacement (Max)			
Brakes			
Brake Pad Replacement Car/Lt Truck, SUV (Front)			
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Front)			
Brake Rotor Replacement Car/Lt Truck, SUV (Front)			
Brake Pad Replacement Car/Lt Truck, SUV (Rear)			
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Rear)			
Brake Rotor Replacement Car/Lt Truck, SUV (Rear)			
Brake Pad Replacement Super Duty (Front)			
Brake Pad Replacement & Resurface Rotors Super Duty (Front)			
Brake Rotor Replacement Super Duty (Front)			
Brake Pad Replacement Super Duty (Rear)			
Brake Pad Replacement & Resurface Rotors Super Duty (Rear)			
Brake Rotor Replacement Super Duty (Rear)			
Filter Replacement	**Labor**	**Parts**	**Total**
Cabin Air Filter			
Engine Air Filter (Gas)			
Engine Air Filter (Diesel)			
Fuel Filter (Gas)			
Fuel Filter (Diesel)			
Transmission Filter (Gas)			
Transmission Filter (Diesel)			

Fluid Exchange	Labor	Parts	Total
Brake Fluid Exchange			
Coolant Service (Gas)			
Coolant Service (Diesel)			
Differential Service (Front)			
Differential Service (Rear)			
Transfer-Case Service (Gas)			
Transfer-Case Service (Diesel)			
Transmission Service (Gas)			
Transmission Service (Diesel)			
Throttle Body Service			
Inspections	**Labor**	**Parts**	**Total**
Biennial inspection of Terminals (BIT)	$185.00		
Smog (Inclusive of ALL labor charges, transmission & certification fees			
Smoke/Opacity Test (Inclusive of ALL labor charges and fees	$185.00		
Lube, Oil, Filter	**Labor**	**Parts**	**Total**
Lube, Oil, Filter up to 6qts - Full Synthetic (Gas)			
- Gas Engine Full Synthetic additional quarts			
Lube, Oil, Filter up to 6qts (Diesel)			
- Diesel Engine additional quarts			
Replace Wiper Blades	**Labor**	**Parts**	**Total**
Replace Wiper Blade (1 Rear)			
Replace Wiper Blade (2 Front)			
Replace Wiper Blade (All)			
On-Site Car Wash	**Labor**	**Parts**	**Total**
Vehicle wash interior vacuum and wipe down (Cars and SUV)			
Vehicle wash interior vacuum and wipe down (Truck)			
Vehicle exterior wash only			
Movement			
Do you provide vehicle pick up or return: Yes No	YES		
If Yes:			
Additional Cost Per 1 Way			
Delivery Service Provided by:			
Mobile			
Fixed Site			
Both	X		
Discounts	**% Off**		**Total**
Discount Amount for Parts (Percentage off retail)			

Discount Amount for labor (Percentage off retail)			
Discount Amount for Sublet work (Percentage off retail)			
Additional Warranties			
Service or repair warrantied 6 months			
Other Fees:	**Hourly Rate**		**Total**
Repair services not listed above are to be performed at vendor's hourly labor rate of	$185.00		
Mobile services same parts and labor pricing (Plus trip charge of)	$157.00		
Tire, Filter, Fluid Disposal Fees are additional			
All service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable vendor checklist that clearly identifies what was inspected.			
All parts used in connection with maintenance and/or repair services performed on County vehicles must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. Fleet reserves the right to determine whether a part or brand of part is equivalent to OEM specifications.			

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

Final Audit Report 2026-02-26

Created:	2026-02-24
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdKp2gOKdzOR0PAzKPJojUD64ppZQSUPj

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

Document created by SAMUEL COX (SLCOX@RIVCO.ORG)
2026-02-24 - 5:49:20 PM GMT

Document emailed to Richard Gautreau (rich@fleetworksinc.com) for signature
2026-02-24 - 5:49:27 PM GMT

Email viewed by Richard Gautreau (rich@fleetworksinc.com)
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Document e-signed by Richard Gautreau (rich@fleetworksinc.com)
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Document e-signed by Kristine Bell Valdez (kbvaldez@rivco.org)
Signature Date: 2026-02-26 - 7:22:10 PM GMT - Time Source: server

Agreement completed.
2026-02-26 - 7:22:10 PM GMT

Adobe Acrobat Sign

PROFESSIONAL SERVICE AGREEMENT

for

FLEET AND AUTOMOTIVE MAINTENANCE & REPAIR SERVICES

between

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY SHERIFF

and

INLAND EMPIRE AUTO BODY & PAINT, INC

MAR 2 4 2026 3.34

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This Agreement is made and entered into by and between INLAND EMPIRE AUTO BODY & PAINT, 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.

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 December 1, 2030 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed Two Hundred Seventy Five Thousand Dollars ($275,000) 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not

perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. 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 for Riverside-San Bernardino-Ontario, CA 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-92847-88-02/30); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per

Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, 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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

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

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. 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 entity in Riverside County. 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 (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

"privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

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

CONTRACTOR

Inland Empire Auto Body
6411 Industrial Ave
Suite A
Riverside, CA 92504

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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's 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 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

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

Dated: MAR 2 4 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Kristine Bell Valdez
Supervising Deputy County Counsel

Dated: 02/24/26

INLAND EMPIRE AUTO BODY & PAINT INC a California corporation

By: _____
Isaac Gallardo (Feb 24, 2026 10:11:58 PST)
Issac Gallardo Jr
Owner

Dated: 02/24/26

MAR 2 4 2026 3.34

EXHIBIT A

SCOPE OF SERVICES

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

2. Written Estimates – The CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. Awarded Bidder(s) must check all recommended repairs against each vehicle's manufacturer's warranty. If the Bidder repairs a vehicle that would have otherwise been covered under warranty, the Bidder will be responsible for reimbursement of any and all repair charges back to the County.

3. Required Approvals - The CONTRACTOR must obtain email authorization or approval from the County department before any work being started. The Bidder(s) shall record 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 proper approval.

4. Invoices – The CONTRACTOR shall ensure each invoice contains, at minimum, the following information: invoice number and date; remittance address; bill-to and ship-to addresses of County Fleet; per labor hour cost and quantity applied; County Vehicle number and quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

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

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

7. Security of Vehicles - The 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. The Bidder(s) may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR. Incidents of theft or vandalism to County vehicles in the CONTRACTOR care must be reported to the Fleet immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.

8. The 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 Fleet of such. The CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to Riverside Sheriff Office (RSO) Fleet.

9. Subcontracting of Repairs – Awarded CONTRACTOR are responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall pass down the insurance obligations contained in an agreement resulting from this solicitation to all tiers of subcontractors working under said agreement.

10. Endorsed Certificates of Insurance packets for CONTRACTOR awarded because of this solicitation must be emailed on a yearly basis to RSO Fleet.

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

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

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

14. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. Fleet requires that Bidder(s) 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. Fleet will provide CONTRACTOR with proof of installation upon such warranty claims.

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

16. Requirements for Smog Certification

Report of Testing – All County vehicles are under government BAR code number GC920008. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

17. Requirements for all Preventative Maintenance services including Oil and Filter Changes:

a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.

b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). The CONTRACTOR shall advise Fleet if any lamps need replacement and proceed as directed by Fleet staff.

c) CONTRACTOR providing preventative maintenance services will be responsible for the following:

- Verify with Fleet Services that the unit does belong to Riverside County Sheriff fleet
- For service that exceeds the $200 threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. Fleet will not be responsible for any charges resulting from repairs made without proper approval.
- If delays occur, Fleet Services must be notified on the same day in writing.
- When requested, the vehicle may be required to be road-tested after repair if it's determined to be necessary by County Fleet staff.

All Preventive Maintenance service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable CONTRACTOR checklist that clearly identifies what was inspected as long as accepted by Fleet Services. If delays occur Fleet Services must be notified on the same day

18. Requirements for Tire Repair

a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.

General Repair Responsibilities

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

• Fleet requires services completed within 8 business hours after receipt of the vehicle for routine maintenance such as oil/filter changes, tires and brakes.

• CONTRACTOR shall give priority service to previously identified emergency services vehicles. Priority service means all services completed within 4 business hours after receipt of the vehicle on all routine repairs including brakes, etc. and routine maintenance.

• Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

2. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under a fully executed agreement if awarded. Fleet shall have the right, upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

3. Fiscal records pertaining to County vehicle maintenance and repair services shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

4. CONTRACTOR shall notify designated County staff, via e-mail fifteen calendar days preceding any change of address if awarded an agreement resulting from this solicitation.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing or by email and provided to the County at time of award of any agreement. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday. This Contract Representative shall provide overall management and coordination of the Contract on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

EXHIBIT B

PAYMENT PROVISIONS

Region ALL

A. Service			
INLAND EMPIRE AUTO BODY & PAINT			
Air Conditioning Service	**Labor**	**Parts**	**Total**
AC Performance Testing	$95.00		
Evacuate & Recharge	$95.00		
Alignment & Tire Service	**Labor**	**Parts**	**Total**
4 Wheel Alignment (Sedan)	$95.00		
4 Wheel Alignment (SUV, Truck)	$180.00		
Balance & Rotate Tires	$25.00		
Flat Repair - Remove, Repair, Mount	$25.00		
Mount & Balance New Tire (Per Tire)	$25.00		
Battery	**Labor**	**Parts**	**Total**
Battery Service, Recharge or Test	$95.00		
Battery Replacement (Plus)	$95.00		
Battery Replacement (Max)	$95.00		
Brakes			
Brake Pad Replacement Car/Lt Truck, SUV (Front)	$95.00		
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Front)	$95.00		
Brake Rotor Replacement Car/Lt Truck, SUV (Front)	$95.00		
Brake Pad Replacement Car/Lt Truck, SUV (Rear)	$95.00		
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Rear)	$95.00		
Brake Rotor Replacement Car/Lt Truck, SUV (Rear)	$95.00		
Brake Pad Replacement Super Duty (Front)	$95.00		
Brake Pad Replacement & Resurface Rotors Super Duty (Front)	$95.00		
Brake Rotor Replacement Super Duty (Front)	$95.00		
Brake Pad Replacement Super Duty (Rear)	$95.00		
Brake Pad Replacement & Resurface Rotors Super Duty (Rear)	$95.00		
Brake Rotor Replacement Super Duty (Rear)	$95.00		
Filter Replacement	**Labor**	**Parts**	**Total**
Cabin Air Filter	$95.00		
Engine Air Filter (Gas)	$95.00		
Engine Air Filter (Diesel)	$95.00		
Fuel Filter (Gas)	$95.00		
Fuel Filter (Diesel)	$95.00		
Transmission Filter (Gas)	$95.00		

Transmission Filter (Diesel)	$95.00		
Fluid Exchange	**Labor**	**Parts**	**Total**
Brake Fluid Exchange	$95.00		
Coolant Service (Gas)	$95.00		
Coolant Service (Diesel)	$95.00		
Differential Service (Front)	$95.00		
Differential Service (Rear)	$95.00		
Transfer-Case Service (Gas)	$95.00		
Transfer-Case Service (Diesel)	$95.00		
Transmission Service (Gas)	$95.00		
Transmission Service (Diesel)	$95.00		
Throttle Body Service	$95.00		
Inspections	**Labor**	**Parts**	**Total**
Biennial inspection of Terminals (BIT)			
Smog (Inclusive of ALL labor charges, transmission & certification fees			
Smoke/Opacity Test (Inclusive of ALL labor charges and fees			
Lube, Oil, Filter	**Labor**	**Parts**	**Total**
Lube, Oil, Filter up to 6qts - Full Synthetic (Gas)	$95.00		
- Gas Engine Full Synthetic additional quarts	$95.00		
Lube, Oil, Filter up to 6qts (Diesel)	$95.00		
- Diesel Engine additional quarts	$95.00		
Replace Wiper Blades	**Labor**	**Parts**	**Total**
Replace Wiper Blade (1 Rear)	$95.00		
Replace Wiper Blade (2 Front)	$95.00		
Replace Wiper Blade (All)	$95.00		
On-Site Car Wash	**Labor**	**Parts**	**Total**
Vehicle wash interior vacuum and wipe down (Cars and SUV)	$65.00		
Vehicle wash interior vacuum and wipe down (Truck)	$85.00		
Vehicle exterior wash only	$35.00		
Movement			**Total**
Do you provide vehicle pick up or return: Yes No	YES		
If Yes:			
Additional Cost Per 1 Way	$25.00		
Delivery Service Provided by:			
Mobile			
Fixed Site			
Both	X		

Discounts	**% Off**		**Total**
Discount Amount for Parts (Percentage off retail)	10		
Discount Amount for labor (Percentage off retail)	10		
Discount Amount for Sublet work (Percentage off retail)	10		
Additional Warranties			
Service or repair warrantied Transmission – 12 months			
Service or repair warrantied Suspension– 12 months			
Other Fees:	**Hourly Rate**		**Total**
Repair services not listed above are to be performed at vendor's hourly labor rate of	$50.00	Auto body and paint	
Mobile services same parts and labor pricing (Plus trip charge of)	$25.00		
Tire, Filter, Fluid Disposal Fees are additional			
All service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable vendor checklist that clearly identifies what was inspected.			
All parts used in connection with maintenance and/or repair services performed on County vehicles must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. Fleet reserves the right to determine whether a part or brand of part is equivalent to OEM specifications.			

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

Final Audit Report 2026-02-25

Created:	2026-02-24
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVr69yIEesdHzkC9qTz337iqqEOvYJoru

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

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Adobe Acrobat Sign

PROFESSIONAL SERVICE AGREEMENT

for

FLEET AND AUTOMOTIVE MAINTENANCE & REPAIR SERVICES

between

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY SHERIFF

and

PAUL DAVID HINTON dba INTEGRITY AUTO GLASS

MAR 2 4 2026 3.34

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This Agreement is made and entered into by and between PAUL DAVID HINTON dba INTEGRITY AUTO GLASS (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 to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 1, 2030 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed Seventy Five thousand dollars ($75,000) 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services

or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. 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 for Riverside-San Bernardino-Ontario, CA 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-92847-89-02/30); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per

Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, 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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

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

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. 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 entity in Riverside County. 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 (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

"privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

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

CONTRACTOR

Paul David Hinton dba
Integrity Auto Glass
P.O. BOX 1345
Wildomar, CA 92595

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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's 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 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

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

Dated: MAR 2 4 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Kristine Bell Valdez
Supervising Deputy County Counsel

Dated: 02/25/26

PAUL DAVID HINTON dba INTEGRITY AUTO GLASS
a California Sole Proprietorship

By: _____
Paul David Hinton
Sole Proprietor

Dated: 02/25/26

MAR 2 4 2026 3.34

EXHIBIT A

SCOPE OF SERVICES

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

2. Written Estimates – The CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. Awarded Bidder(s) must check all recommended repairs against each vehicle's manufacturer's warranty. If the Bidder repairs a vehicle that would have otherwise been covered under warranty, the Bidder will be responsible for reimbursement of any and all repair charges back to the County.

3. Required Approvals - The CONTRACTOR must obtain email authorization or approval from the County department before any work being started. The Bidder(s) shall record 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 proper approval.

4. Invoices – The CONTRACTOR shall ensure each invoice contains, at minimum, the following information: invoice number and date; remittance address; bill-to and ship-to addresses of County Fleet; per labor hour cost and quantity applied; County Vehicle number and quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

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

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

7. Security of Vehicles - The 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. The Bidder(s) may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR. Incidents of theft or vandalism to County vehicles in the CONTRACTOR care must be reported to the Fleet immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.

8. The 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 Fleet of such. The CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to RSO Fleet.

9. Subcontracting of Repairs – Awarded CONTRACTOR are responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall pass down the insurance obligations contained in an agreement resulting from this solicitation to all tiers of subcontractors working under said agreement.

10. Endorsed Certificates of Insurance packets for CONTRACTOR awarded because of this solicitation must be emailed on a yearly basis to RSO Fleet.

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

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

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

14. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. Fleet requires that Bidder(s) 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. Fleet will provide CONTRACTOR with proof of installation upon such warranty claims.

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

16. Requirements for Smog Certification

Report of Testing – All County vehicles are under government BAR code number GC920008. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

17. Requirements for all Preventative Maintenance services including Oil and Filter Changes:

a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.

b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). The CONTRACTOR shall advise Fleet if any lamps need replacement and proceed as directed by Fleet staff.

c) CONTRACTOR providing preventative maintenance services will be responsible for the following:

- Verify with Fleet Services that the unit does belong to Riverside County Sheriff fleet
- For service that exceeds the $200 threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. Fleet will not be responsible for any charges resulting from repairs made without proper approval.
- If delays occur, Fleet Services must be notified on the same day in writing.
- When requested, the vehicle may be required to be road-tested after repair if it's determined to be necessary by County Fleet staff.

All Preventive Maintenance service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable CONTRACTOR checklist that clearly identifies what was inspected as long as accepted by Fleet Services. If delays occur Fleet Services must be notified on the same day

18. Requirements for Tire Repair

a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.

General Repair Responsibilities

1. CONTRACTOR shall complete repairs according to the following turnaround times:
   • Fleet requires services completed within 8 business hours after receipt of the vehicle for routine maintenance such as oil/filter changes, tires and brakes.
   • CONTRACTOR shall give priority service to previously identified emergency services vehicles. Priority service means all services completed within 4 business hours after receipt of the vehicle on all routine repairs including brakes, etc. and routine maintenance.
   • Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

2. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under a fully executed agreement if awarded. Fleet shall have the right, upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

3. Fiscal records pertaining to County vehicle maintenance and repair services shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.
4. CONTRACTOR shall notify designated County staff, via e-mail fifteen calendar days preceding any change of address if awarded an agreement resulting from this solicitation.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing or by email and provided to the County at time of award of any agreement. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday. This Contract Representative shall provide overall management and coordination of the Contract on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

EXHIBIT B

PAYMENT PROVISIONS

Region ALL Region 3 A Trip Charge

A. Service			
INTEGRITY AUTO GLASS			
Air Conditioning Service	**Labor**	**Parts**	**Total**
AC Performance Testing			
Evacuate & Recharge			
Alignment & Tire Service	**Labor**	**Parts**	**Total**
4 Wheel Alignment (Sedan)			
4 Wheel Alignment (SUV, Truck)			
Balance & Rotate Tires			
Flat Repair - Remove, Repair, Mount			
Mount & Balance New Tire (Per Tire)			
Battery	**Labor**	**Parts**	**Total**
Battery Service, Recharge or Test			
Battery Replacement (Plus)			
Battery Replacement (Max)			
Brakes			
Brake Pad Replacement Car/Lt Truck, SUV (Front)			
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Front)			
Brake Rotor Replacement Car/Lt Truck, SUV (Front)			
Brake Pad Replacement Car/Lt Truck, SUV (Rear)			
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Rear)			
Brake Rotor Replacement Car/Lt Truck, SUV (Rear)			
Brake Pad Replacement Super Duty (Front)			
Brake Pad Replacement & Resurface Rotors Super Duty (Front)			
Brake Rotor Replacement Super Duty (Front)			
Brake Pad Replacement Super Duty (Rear)			
Brake Pad Replacement & Resurface Rotors Super Duty (Rear)			
Brake Rotor Replacement Super Duty (Rear)			
Filter Replacement	**Labor**	**Parts**	**Total**
Cabin Air Filter			
Engine Air Filter (Gas)			
Engine Air Filter (Diesel)			
Fuel Filter (Gas)			
Fuel Filter (Diesel)			
Transmission Filter (Gas)			
Transmission Filter (Diesel)			

Fluid Exchange	Labor	Parts	Total
Brake Fluid Exchange			
Coolant Service (Gas)			
Coolant Service (Diesel)			
Differential Service (Front)			
Differential Service (Rear)			
Transfer-Case Service (Gas)			
Transfer-Case Service (Diesel)			
Transmission Service (Gas)			
Transmission Service (Diesel)			
Throttle Body Service			
Inspections	**Labor**	**Parts**	**Total**
Biennial inspection of Terminals (BIT)			
Smog (Inclusive of ALL labor charges, transmission & certification fees			
Smoke/Opacity Test (Inclusive of ALL labor charges and fees			
Lube, Oil, Filter	**Labor**	**Parts**	**Total**
Lube, Oil, Filter up to 6qts - Full Synthetic (Gas)			
- Gas Engine Full Synthetic additional quarts			
Lube, Oil, Filter up to 6qts (Diesel)			
- Diesel Engine additional quarts			
Replace Wiper Blades	**Labor**	**Parts**	**Total**
Replace Wiper Blade (1 Rear)	50.00	28.00	78.00
Replace Wiper Blade (2 Front)	85.00	47.99	132.99
Replace Wiper Blade (All)	125.00	75.00	200.00
On-Site Car Wash	**Labor**	**Parts**	**Total**
Vehicle wash interior vacuum and wipe down (Cars and SUV)			
Vehicle wash interior vacuum and wipe down (Truck)			
Vehicle exterior wash only			
Movement			**Total**
Do you provide vehicle pick up or return: Yes No			
If Yes:			
Additional Cost Per 1 Way			
Delivery Service Provided by:			
Mobile	X		
Fixed Site			
Both			
Discounts	**% Off**		**Total**
Discount Amount for Parts (Percentage off retail)	45		

Discount Amount for labor (Percentage off retail)			
Discount Amount for Sublet work (Percentage off retail)			
Additional Warranties			
WORKMANSHIP AND PARTS LIFETIME			
Other Fees:	**Hourly Rate**		**Total**
Repair services not listed above are to be performed at vendor's hourly labor rate of	$145.00	Auto Glass	
Mobile services same parts and labor pricing (Plus trip charge of)	$100		
Tire, Filter, Fluid Disposal Fees are additional			
All service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable vendor checklist that clearly identifies what was inspected.			
All parts used in connection with maintenance and/or repair services performed on County vehicles must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. Fleet reserves the right to determine whether a part or brand of part is equivalent to OEM specifications.			

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

Final Audit Report 2026-02-26

Created:	2026-02-24
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiSS_xduwGJ0APcvz4yoK5cN6YJCQannW

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

Document created by SAMUEL COX (SLCOX@RIVCO.ORG)
2026-02-24 - 4:55:22 PM GMT

Document emailed to Paul Hinton (paul@integrity-autoglass.com) for signature
2026-02-24 - 4:55:31 PM GMT

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Document e-signed by Paul Hinton (paul@integrity-autoglass.com)
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Document e-signed by Kristine Bell Valdez (kbvaldez@rivco.org)
Signature Date: 2026-02-26 - 0:21:01 AM GMT - Time Source: server

Agreement completed.
2026-02-26 - 0:21:01 AM GMT

Adobe Acrobat Sign

PROFESSIONAL SERVICE AGREEMENT

for

AND AUTOMOTIVE MAINTENANCE & REPAIR SERVICES

between

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY SHERIFF FLEET

and

McCRAYS TRUCK REPAIR AND BODY SHOP , INC.

MAR 2 4 2026 3.34

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This Agreement is made and entered into by and between McCrays Truck Repair and Bodyshop, 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 to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 1, 2030 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed Twenty Five thousand dollars ($25,000) 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services

or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. 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 for Riverside-San Bernardino-Ontario, CA 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-92847-90-02/30); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per

Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, 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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

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

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. 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 entity in Riverside County. 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 (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

"privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

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

CONTRACTOR

McCrays Truck Repair and Bodyshop INC.
24268 5th Street
San Bernardino, Ca 92410

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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's 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 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

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

Dated: MAR 2 4 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Kristine Bell Valdez
Supervising Deputy County Counsel

Dated: 02/24/26

McCRAYS TRUCK REPAIR AND BODYSHOP, INC
a California Corporation

By: Rick McCray
Rick McCray (Feb 24, 2026 15:51:28 PST)
Name Rick McCray
Title President

Dated: 02/24/26

MAR 2 4 2026 3.34

EXHIBIT A

SCOPE OF SERVICES

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

2. Written Estimates – The CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. Awarded Bidder(s) must check all recommended repairs against each vehicle's manufacturer's warranty. If the Bidder repairs a vehicle that would have otherwise been covered under warranty, the Bidder will be responsible for reimbursement of any and all repair charges back to the County.

3. Required Approvals - The CONTRACTOR must obtain email authorization or approval from the County department before any work being started. The Bidder(s) shall record 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 proper approval.

4. Invoices – The CONTRACTOR shall ensure each invoice contains, at minimum, the following information: invoice number and date; remittance address; bill-to and ship-to addresses of County Fleet; per labor hour cost and quantity applied; County Vehicle number and quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

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

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

7. Security of Vehicles - The 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. The Bidder(s) may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR. Incidents of theft or vandalism to County vehicles in the CONTRACTOR care must be reported to the Fleet immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.

8. The 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 Fleet of such. The CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to Riverside Sheriff Office (RSO) Fleet.

9. Subcontracting of Repairs – Awarded CONTRACTOR are responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall pass down the insurance obligations contained in an agreement resulting from this solicitation to all tiers of subcontractors working under said agreement.

10. Endorsed Certificates of Insurance packets for CONTRACTOR awarded because of this solicitation must be emailed on a yearly basis to RSO Fleet.

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

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

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

14. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. Fleet requires that Bidder(s) 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. Fleet will provide CONTRACTOR with proof of installation upon such warranty claims.

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

16. Requirements for Smog Certification

Report of Testing – All County vehicles are under government BAR code number GC920008. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

17. Requirements for all Preventative Maintenance services including Oil and Filter Changes:

a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.

b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). The CONTRACTOR shall advise Fleet if any lamps need replacement and proceed as directed by Fleet staff.

c) CONTRACTOR providing preventative maintenance services will be responsible for the following:

- Verify with Fleet Services that the unit does belong to Riverside County Sheriff fleet
- For service that exceeds the $200 threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. Fleet will not be responsible for any charges resulting from repairs made without proper approval.
- If delays occur, Fleet Services must be notified on the same day in writing.
- When requested, the vehicle may be required to be road-tested after repair if it's determined to be necessary by County Fleet staff.

All Preventive Maintenance service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable CONTRACTOR checklist that clearly identifies what was inspected as long as accepted by Fleet Services. If delays occur Fleet Services must be notified on the same day

18. Requirements for Tire Repair

a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.

General Repair Responsibilities

1. CONTRACTOR shall complete repairs according to the following turnaround times:
   • Fleet requires services completed within 8 business hours after receipt of the vehicle for routine maintenance such as oil/filter changes, tires and brakes.
   • CONTRACTOR shall give priority service to previously identified emergency services vehicles. Priority service means all services completed within 4 business hours after receipt of the vehicle on all routine repairs including brakes, etc. and routine maintenance.
   • Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

2. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under a fully executed agreement if awarded. Fleet shall have the right, upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

3. Fiscal records pertaining to County vehicle maintenance and repair services shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

4. CONTRACTOR shall notify designated County staff, via e-mail fifteen calendar days preceding any change of address if awarded an agreement resulting from this solicitation.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing or by email and provided to the County at time of award of any agreement. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday. This Contract Representative shall provide overall management and coordination of the Contract on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

EXHIBIT B

PAYMENT PROVISIONS

Region _1 & 2_

A. Service			
McCray Enterpises (Buses, Heavy Duty, Medium Duty and Specialty Vehicles Only)			
Air Conditioning Service	**Labor**	**Parts**	**Total**
AC Performance Testing	$225.00		
Evacuate & Recharge	$225.00		
Alignment & Tire Service	**Labor**	**Parts**	**Total**
4 Wheel Alignment (Sedan)			
4 Wheel Alignment (SUV, Truck)			
Balance & Rotate Tires			
Flat Repair - Remove, Repair, Mount			
Mount & Balance New Tire (Per Tire)			
Battery	**Labor**	**Parts**	**Total**
Battery Service, Recharge or Test	$225.00		
Battery Replacement (Plus)	$225.00		
Battery Replacement (Max)	$225.00		
Brakes			
Brake Pad Replacement Car/Lt Truck, SUV (Front)			
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Front)			
Brake Rotor Replacement Car/Lt Truck, SUV (Front)			
Brake Pad Replacement Car/Lt Truck, SUV (Rear)			
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Rear)			
Brake Rotor Replacement Car/Lt Truck, SUV (Rear)			
Brake Pad Replacement Super Duty (Front)	$225.00		
Brake Pad Replacement & Resurface Rotors Super Duty (Front)	$450.00		
Brake Rotor Replacement Super Duty (Front)	$450.00		
Brake Pad Replacement Super Duty (Rear)	$450.00		
Brake Pad Replacement & Resurface Rotors Super Duty (Rear)	$675.00		
Brake Rotor Replacement Super Duty (Rear)	$675.00		
Filter Replacement	**Labor**	**Parts**	**Total**
Cabin Air Filter	$225.00		
Engine Air Filter (Gas)	$225.00		
Engine Air Filter (Diesel)	$225.00		
Fuel Filter (Gas)	$225.00		
Fuel Filter (Diesel)	$225.00		
Transmission Filter (Gas)			
Transmission Filter (Diesel)	$225.00		

Fluid Exchange	**Labor**	**Parts**	**Total**
Brake Fluid Exchange			
Coolant Service (Gas)			
Coolant Service (Diesel)	$225.00		
Differential Service (Front)	$225.00		
Differential Service (Rear)	$225.00		
Transfer-Case Service (Gas)			
Transfer-Case Service (Diesel)	$225.00		
Transmission Service (Gas)			
Transmission Service (Diesel)	$225.00		
Throttle Body Service			
Inspections	**Labor**	**Parts**	**Total**
Biennial inspection of Terminals (BIT)	vary		
Smog (Inclusive of ALL labor charges, transmission & certification fees	$225.00		
Smoke/Opacity Test (Inclusive of ALL labor charges and fees	$225.00		
Lube, Oil, Filter	**Labor**	**Parts**	**Total**
Lube, Oil, Filter up to 6qts - Full Synthetic (Gas)			
- Gas Engine Full Synthetic additional quarts			
Lube, Oil, Filter up to 6qts (Diesel)	$450.00		
- Diesel Engine additional quarts			
Replace Wiper Blades	**Labor**	**Parts**	**Total**
Replace Wiper Blade (1 Rear)	$112.50		
Replace Wiper Blade (2 Front)	$112.50		
Replace Wiper Blade (All)	$225.00		
On-Site Car Wash	**Labor**	**Parts**	**Total**
Vehicle wash interior vacuum and wipe down (Cars and SUV)			
Vehicle wash interior vacuum and wipe down (Truck)			
Vehicle exterior wash only			
Movement			**Total**
Do you provide vehicle pick up or return: Yes No	YES		
If Yes: Region 2 only Round Trip if Drivable. Towing Varies			
Additional Cost Per 1 Way			
Delivery Service Provided by:			
Mobile			
Fixed Site			
Both	X		
Discounts	**% Off**		**Total**

Discount Amount for Parts (Percentage off retail)	10%		
Discount Amount for labor (Percentage off retail)			
Discount Amount for Sublet work (Percentage off retail)			
Additional Warranties			
Service or Repair Warrantied Transmission, DIFF Or Engine	12 months	100,000 Mile	
Other Fees:	**Hourly Rate**		**Total**
Repair services not listed above are to be performed at vendor's hourly labor rate of	$150.00	Paint and Body	
Mobile services same parts and labor pricing (Plus trip charge of)	$450.00	+Time In/Out	
Tire, Filter, Fluid Disposal Fees are additional			
All service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable vendor checklist that clearly identifies what was inspected.			
All parts used in connection with maintenance and/or repair services performed on County vehicles must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. Fleet reserves the right to determine whether a part or brand of part is equivalent to OEM specifications.			

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

Final Audit Report 2026-02-25

Created:	2026-02-24
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAckSzasNheUrP1KnmhibMLiJesGCQHfLG

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

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Agreement completed.
2026-02-25 - 2:25:37 AM GMT

PROFESSIONAL SERVICE AGREEMENT

for

FLEET AND AUTOMOTIVE MAINTENANCE & REPAIR SERVICES

between

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY SHERIFF

and

SUNDOWN WINDOW TINT, INC

MAR 2 4 2026 3.34

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This Agreement is made and entered into by and between Sundown Window Tint, 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 to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 1, 2030 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed Twenty Five thousand dollars ($25,000) 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of

COUNTY. 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 for Riverside-San Bernardino-Ontario, CA 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-92847-88-02/30); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment

beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, 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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

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

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. 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 entity in Riverside County. 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 (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

"privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

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

CONTRACTOR

Sundown Window Tint, INC
9840 Indiana Ave, Suite 2
Riverside, CA 92503

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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's 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 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

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

Dated: MAR 2 4 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Kristine Bell Valdez
Supervising Deputy County Counsel

Dated: 02/24/26

SUNDOWN WINDOW TINT, INC
a California Corporation

By: Zach Feenstra
Name Zachary Feenstra
Title CFO/CEO

Dated: 02/24/26

MAR 2 4 2026 3.34

EXHIBIT A

SCOPE OF SERVICES

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

2. Written Estimates – The CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. Awarded Bidder(s) must check all recommended repairs against each vehicle's manufacturer's warranty. If the Bidder repairs a vehicle that would have otherwise been covered under warranty, the Bidder will be responsible for reimbursement of any and all repair charges back to the County.

3. Required Approvals - The CONTRACTOR must obtain email authorization or approval from the County department before any work being started. The Bidder(s) shall record 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 proper approval.

4. Invoices – The CONTRACTOR shall ensure each invoice contains, at minimum, the following information: invoice number and date; remittance address; bill-to and ship-to addresses of County Fleet; per labor hour cost and quantity applied; County Vehicle number and quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

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

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

7. Security of Vehicles - The 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. The Bidder(s) may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR. Incidents of theft or vandalism to County vehicles in the CONTRACTOR care must be reported to the Fleet immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.

8. The 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 Fleet of such. The CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to Riverside Sheriff Office (RSO) Fleet.

9. Subcontracting of Repairs – Awarded CONTRACTOR are responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall pass down the insurance obligations contained in an agreement resulting from this solicitation to all tiers of subcontractors working under said agreement.

10. Endorsed Certificates of Insurance packets for CONTRACTOR awarded because of this solicitation must be emailed on a yearly basis to RSO Fleet.

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

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

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

14. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. Fleet requires that Bidder(s) 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. Fleet will provide CONTRACTOR with proof of installation upon such warranty claims.

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

16. Requirements for Smog Certification

Report of Testing – All County vehicles are under government BAR code number GC920008. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

17. Requirements for all Preventative Maintenance services including Oil and Filter Changes:

a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.

b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). The CONTRACTOR shall advise Fleet if any lamps need replacement and proceed as directed by Fleet staff.

c) CONTRACTOR providing preventative maintenance services will be responsible for the following:

- Verify with Fleet Services that the unit does belong to Riverside County Sheriff fleet
- For service that exceeds the $200 threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. Fleet will not be responsible for any charges resulting from repairs made without proper approval.
- If delays occur, Fleet Services must be notified on the same day in writing.
- When requested, the vehicle may be required to be road-tested after repair if it's determined to be necessary by County Fleet staff.

All Preventive Maintenance service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable CONTRACTOR checklist that clearly identifies what was inspected as long as accepted by Fleet Services. If delays occur Fleet Services must be notified on the same day

18. Requirements for Tire Repair

a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.

General Repair Responsibilities

1. CONTRACTOR shall complete repairs according to the following turnaround times:
   • Fleet requires services completed within 8 business hours after receipt of the vehicle for routine maintenance such as oil/filter changes, tires and brakes.
   • CONTRACTOR shall give priority service to previously identified emergency services vehicles. Priority service means all services completed within 4 business hours after receipt of the vehicle on all routine repairs including brakes, etc. and routine maintenance.
   • Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

2. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under a fully executed agreement if awarded. Fleet shall have the right, upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

3. Fiscal records pertaining to County vehicle maintenance and repair services shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.
4. CONTRACTOR shall notify designated County staff, via e-mail fifteen calendar days preceding any change of address if awarded an agreement resulting from this solicitation.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing or by email and provided to the County at time of award of any agreement. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday. This Contract Representative shall provide overall management and coordination of the Contract on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

EXHIBIT B

PAYMENT PROVISIONS

Region 1 and HQ

A. Service			
Sundown Window Tint INC			
Air Conditioning Service	**Labor**	**Parts**	**Total**
AC Performance Testing			
Evacuate & Recharge			
Alignment & Tire Service	**Labor**	**Parts**	**Total**
4 Wheel Alignment (Sedan)			
4 Wheel Alignment (SUV, Truck)			
Balance & Rotate Tires			
Flat Repair - Remove, Repair, Mount			
Mount & Balance New Tire (Per Tire)			
Battery	**Labor**	**Parts**	**Total**
Battery Service, Recharge or Test			
Battery Replacement (Plus)			
Battery Replacement (Max)			
Brakes			
Brake Pad Replacement Car/Lt Truck, SUV (Front)			
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Front)			
Brake Rotor Replacement Car/Lt Truck, SUV (Front)			
Brake Pad Replacement Car/Lt Truck, SUV (Rear)			
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Rear)			
Brake Rotor Replacement Car/Lt Truck, SUV (Rear)			
Brake Pad Replacement Super Duty (Front)			
Brake Pad Replacement & Resurface Rotors Super Duty (Front)			
Brake Rotor Replacement Super Duty (Front)			
Brake Pad Replacement Super Duty (Rear)			
Brake Pad Replacement & Resurface Rotors Super Duty (Rear)			
Brake Rotor Replacement Super Duty (Rear)			
Filter Replacement	**Labor**	**Parts**	**Total**
Cabin Air Filter			
Engine Air Filter (Gas)			
Engine Air Filter (Diesel)			
Fuel Filter (Gas)			
Fuel Filter (Diesel)			
Transmission Filter (Gas)			
Transmission Filter (Diesel)			

Fluid Exchange	Labor	Parts	Total
Brake Fluid Exchange			
Coolant Service (Gas)			
Coolant Service (Diesel)			
Differential Service (Front)			
Differential Service (Rear)			
Transfer-Case Service (Gas)			
Transfer-Case Service (Diesel)			
Transmission Service (Gas)			
Transmission Service (Diesel)			
Throttle Body Service			
Inspections	**Labor**	**Parts**	**Total**
Biennial inspection of Terminals (BIT)			
Smog (Inclusive of ALL labor charges, transmission & certification fees			
Smoke/Opacity Test (Inclusive of ALL labor charges and fees			
Lube, Oil, Filter	**Labor**	**Parts**	**Total**
Lube, Oil, Filter up to 6qts - Full Synthetic (Gas)			
- Gas Engine Full Synthetic additional quarts			
Lube, Oil, Filter up to 6qts (Diesel)			
- Diesel Engine additional quarts			
Replace Wiper Blades	**Labor**	**Parts**	**Total**
Replace Wiper Blade (1 Rear)			
Replace Wiper Blade (2 Front)			
Replace Wiper Blade (All)			
On-Site Car Wash	**Labor**	**Parts**	**Total**
Vehicle wash interior vacuum and wipe down (Cars and SUV)			
Vehicle wash interior vacuum and wipe down (Truck)			
Vehicle exterior wash only			
Movement			**Total**
Do you provide vehicle pick up or return: Yes No	NO		
If Yes:			
Additional Cost Per 1 Way			
Delivery Service Provided by:			
Mobile			
Fixed Site			
Both			
Discounts	**% Off**		**Total**
Discount Amount for Parts (Percentage off retail)			

Discount Amount for labor (Percentage off retail)			
Discount Amount for Sublet work (Percentage off retail)			
Additional Warranties			
WINDOW TINTING			
Other Fees:	**Hourly Rate**		**Total**
Repair services not listed above are to be performed at vendor's hourly labor rate of	$85.00	Window tinting and vehicle wrapping	
Mobile services same parts and labor pricing (Plus trip charge of)			
Tire, Filter, Fluid Disposal Fees are additional			
All service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable vendor checklist that clearly identifies what was inspected.			
All parts used in connection with maintenance and/or repair services performed on County vehicles must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. Fleet reserves the right to determine whether a part or brand of part is equivalent to OEM specifications.			

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

Final Audit Report 2026-02-25

Created:	2026-02-24
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyhZ4xx-nUWBJnl_HAmf-RZStSDsyJR7M

"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 Zach Feenstra (zach@sundownwindowtint.com) for signature
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Document e-signed by Zach Feenstra (zach@sundownwindowtint.com)
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Document e-signed by Kristine Bell Valdez (kbvaldez@rivco.org)
Signature Date: 2026-02-25 - 2:27:58 AM GMT - Time Source: server

Agreement completed.
2026-02-25 - 2:27:58 AM GMT

Adobe Acrobat Sign

PROFESSIONAL SERVICE AGREEMENT

for

FLEET AND AUTOMOTIVE MAINTENANCE & REPAIR SERVICES

between

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY SHERIFF

and

THE RV PROS, INC.

MAR 2 4 2026 3.34

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This Agreement is made and entered into by and between The RV Pros, 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 to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 1, 2030 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed Twenty Five thousand dollars ($25,000) 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of

COUNTY. 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 for Riverside-San Bernardino-Ontario, CA 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-92847-92-02/30); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment

beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, 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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

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

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. 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 entity in Riverside County. 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 (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

"privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

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

CONTRACTOR

The Rv Pros
3885 Wabash Drive
Jurupa Valley, CA 91752

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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's 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 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

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

Dated: MAR 2 4 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Kristine Bell Valdez
Supervising Deputy County Counsel

Dated: 02/25/26

THE RV PROS, INC.
a California corporation

By: Gil Gonzalez
Gil Gonzalez (Feb 25, 2026 08:32:26 PST)
Gil Gonzalez
General Manager

Dated: 02/25/26

MAR 2 4 2026 3.34

EXHIBIT A

SCOPE OF SERVICES

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

2. Written Estimates – The CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. Awarded Bidder(s) must check all recommended repairs against each vehicle's manufacturer's warranty. If the Bidder repairs a vehicle that would have otherwise been covered under warranty, the Bidder will be responsible for reimbursement of any and all repair charges back to the County.

3. Required Approvals - The CONTRACTOR must obtain email authorization or approval from the County department before any work being started. The Bidder(s) shall record 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 proper approval.

4. Invoices – The CONTRACTOR shall ensure each invoice contains, at minimum, the following information: invoice number and date; remittance address; bill-to and ship-to addresses of County Fleet; per labor hour cost and quantity applied; County Vehicle number and quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

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

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

7. Security of Vehicles - The 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. The Bidder(s) may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR. Incidents of theft or vandalism to County vehicles in the CONTRACTOR care must be reported to the Fleet immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.

8. The 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 Fleet of such. The CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to Riverside Sheriff Office (RSO) Fleet.

9. Subcontracting of Repairs – Awarded CONTRACTOR are responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall pass down the insurance obligations contained in an agreement resulting from this solicitation to all tiers of subcontractors working under said agreement.

10. Endorsed Certificates of Insurance packets for CONTRACTOR awarded because of this solicitation must be emailed on a yearly basis to RSO Fleet.

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

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

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

14. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. Fleet requires that Bidder(s) 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. Fleet will provide CONTRACTOR with proof of installation upon such warranty claims.

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

16. Requirements for Smog Certification

Report of Testing – All County vehicles are under government BAR code number GC920008. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

17. Requirements for all Preventative Maintenance services including Oil and Filter Changes:

a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.

b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). The CONTRACTOR shall advise Fleet if any lamps need replacement and proceed as directed by Fleet staff.

c) CONTRACTOR providing preventative maintenance services will be responsible for the following:

- Verify with Fleet Services that the unit does belong to Riverside County Sheriff fleet
- For service that exceeds the $200 threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. Fleet will not be responsible for any charges resulting from repairs made without proper approval.
- If delays occur, Fleet Services must be notified on the same day in writing.
- When requested, the vehicle may be required to be road-tested after repair if it's determined to be necessary by County Fleet staff.

All Preventive Maintenance service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable CONTRACTOR checklist that clearly identifies what was inspected as long as accepted by Fleet Services. If delays occur Fleet Services must be notified on the same day

18. Requirements for Tire Repair

a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.

General Repair Responsibilities

1. CONTRACTOR shall complete repairs according to the following turnaround times:
   • Fleet requires services completed within eight (8) business hours after receipt of the vehicle for routine maintenance such as oil/filter changes, tires and brakes.
   • CONTRACTOR shall give priority service to previously identified emergency services vehicles. Priority service means all services completed within four (4) business hours after receipt of the vehicle on all routine repairs including brakes, etc. and routine maintenance.
   • Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

2. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under a fully executed agreement if awarded. Fleet shall have the right, upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

3. Fiscal records pertaining to County vehicle maintenance and repair services shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.
4. CONTRACTOR shall notify designated County staff, via e-mail fifteen calendar days preceding any change of address if awarded an agreement resulting from this solicitation.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing or by email and provided to the County at time of award of any agreement. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday. This Contract Representative shall provide overall management and coordination of the Contract on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

EXHIBIT B

PAYMENT PROVISIONS

Region _ALL_

A. Service			
THE RV PROS			
Air Conditioning Service	**Labor**	**Parts**	**Total**
AC Performance Testing	$370.00		
Evacuate & Recharge			
Alignment & Tire Service	**Labor**	**Parts**	**Total**
4 Wheel Alignment (Sedan)			
4 Wheel Alignment (SUV, Truck)			
Balance & Rotate Tires			
Flat Repair - Remove, Repair, Mount			
Mount & Balance New Tire (Per Tire)			
Battery	**Labor**	**Parts**	**Total**
Battery Service, Recharge or Test	$92.50		
Battery Replacement (Plus)			
Battery Replacement (Max)			
Brakes			
Brake Pad Replacement Car/Lt Truck, SUV (Front)	$185.00		
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Front)	$185.00		
Brake Rotor Replacement Car/Lt Truck, SUV (Front)	$277.50		
Brake Pad Replacement Car/Lt Truck, SUV (Rear)	$185.00		
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Rear)	$185.00		
Brake Rotor Replacement Car/Lt Truck, SUV (Rear)	$277.50		
Brake Pad Replacement Super Duty (Front)	$277.50		
Brake Pad Replacement & Resurface Rotors Super Duty (Front)	$277.50		
Brake Rotor Replacement Super Duty (Front)	$277.50		
Brake Pad Replacement Super Duty (Rear)	$277.50		
Brake Pad Replacement & Resurface Rotors Super Duty (Rear)	$277.50		
Brake Rotor Replacement Super Duty (Rear)	$277.50		
Filter Replacement	**Labor**	**Parts**	**Total**
Cabin Air Filter	$185.00		
Engine Air Filter (Gas)	$185.00		
Engine Air Filter (Diesel)	$185.00		
Fuel Filter (Gas)	$185.00		
Fuel Filter (Diesel)	$185.00		
Transmission Filter (Gas)	$185.00		
Transmission Filter (Diesel)	$185.00		

Fluid Exchange	Labor	Parts	Total
Brake Fluid Exchange			
Coolant Service (Gas)	$555.00		
Coolant Service (Diesel)	$555.00		
Differential Service (Front)	$555.00		
Differential Service (Rear)	$555.00		
Transfer-Case Service (Gas)			
Transfer-Case Service (Diesel)			
Transmission Service (Gas)	$555.00		
Transmission Service (Diesel)	$555.00		
Throttle Body Service			
Inspections	**Labor**	**Parts**	**Total**
Biennial inspection of Terminals (BIT)			
Smog (Inclusive of ALL labor charges, transmission & certification fees			
Smoke/Opacity Test (Inclusive of ALL labor charges and fees			
Lube, Oil, Filter	**Labor**	**Parts**	**Total**
Lube, Oil, Filter up to 6qts - Full Synthetic (Gas)	$185.00		
- Gas Engine Full Synthetic additional quarts			
Lube, Oil, Filter up to 6qts (Diesel)	$555.00		
- Diesel Engine additional quarts			
Replace Wiper Blades	**Labor**	**Parts**	**Total**
Replace Wiper Blade (1 Rear)	$37.00		
Replace Wiper Blade (2 Front)	$37.00		
Replace Wiper Blade (All)	$37.00		
On-Site Car Wash	**Labor**	**Parts**	**Total**
Vehicle wash interior vacuum and wipe down (Cars and SUV)	$150.00		
Vehicle wash interior vacuum and wipe down (Truck)	$200.00		
Vehicle exterior wash only	$40.00		
Movement			**Total**
Do you provide vehicle pick up or return: Yes No			
If Yes:			
Additional Cost Per 1 Way			
Delivery Service Provided by:			
Mobile			
Fixed Site	X		
Both			
Discounts	**% Off**		**Total**
Discount Amount for Parts (Percentage off retail)			

Discount Amount for labor (Percentage off retail)			
Discount Amount for Sublet work (Percentage off retail)			
Additional Warranties			
Labor	90 days		
Parts	12 months		
Other Fees:	**Hourly Rate**		**Total**
Repair services not listed above are to be performed at vendor's hourly labor rate of	$185.00		
Mobile services same parts and labor pricing (Plus trip charge of)			
Tire, Filter, Fluid Disposal Fees are additional			
All service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable vendor checklist that clearly identifies what was inspected.			
All parts used in connection with maintenance and/or repair services performed on County vehicles must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. Fleet reserves the right to determine whether a part or brand of part is equivalent to OEM specifications.			

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

Final Audit Report 2026-02-26

Created:	2026-02-24
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_IuIVtsBLjByCLIRk21nhE7LUTuwELDZ

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

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Agreement completed.
2026-02-26 - 0:14:40 AM GMT

Adobe Acrobat Sign

PROFESSIONAL SERVICE AGREEMENT

for

FLEET AND AUTOMOTIVE MAINTENANCE & REPAIR SERVICES

between

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY SHERIFF

And

FLEET TRUCK & AUTO SHOP, INC

MAR 2 4 2026 3.34

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This Agreement is made and entered into by and between Fleet Truck & Auto Shop, 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 to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 1, 2030 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed Three Hundred Fifty thousand dollars ($350,000) 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of

COUNTY. 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 for Riverside-San Bernardino-Ontario, CA 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-92847-93-02/30); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment

beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, 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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

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

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. 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 entity in Riverside County. 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 (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

"privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

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

CONTRACTOR

The Truck Shop
43175 Black Deer Loop
Temecula,CA 92590

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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's 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 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

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

Dated: MAR 2 4 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Kristine Bell-Valdez
Supervising Deputy County Counsel

Dated: 02/24/26

FLEET TRUCK & AUTO SHOP, INC
a California Corporation

By: _____
Allison Contreras (Feb 24, 2026 12:02:51 PST)
Allison Contreras
Owner

Dated: 02/24/26

MAR 2 4 2026 3.34

EXHIBIT A

SCOPE OF SERVICES

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

2. Written Estimates – The CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. Awarded Bidder(s) must check all recommended repairs against each vehicle's manufacturer's warranty. If the Bidder repairs a vehicle that would have otherwise been covered under warranty, the Bidder will be responsible for reimbursement of any and all repair charges back to the County.

3. Required Approvals - The CONTRACTOR must obtain email authorization or approval from the County department before any work being started. The Bidder(s) shall record 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 proper approval.

4. Invoices – The CONTRACTOR shall ensure each invoice contains, at minimum, the following information: invoice number and date; remittance address; bill-to and ship-to addresses of County Fleet; per labor hour cost and quantity applied; County Vehicle number and quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

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

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

7. Security of Vehicles - The 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. The Bidder(s) may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR. Incidents of theft or vandalism to County vehicles in the CONTRACTOR care must be reported to the Fleet immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.

8. The 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 Fleet of such. The CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to Riverside Sheriff Office (RSO) Fleet.

9. Subcontracting of Repairs – Awarded CONTRACTOR are responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall pass down the insurance obligations contained in an agreement resulting from this solicitation to all tiers of subcontractors working under said agreement.

10. Endorsed Certificates of Insurance packets for CONTRACTOR awarded because of this solicitation must be emailed on a yearly basis to RSO Fleet.

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

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

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

14. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. Fleet requires that Bidder(s) 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. Fleet will provide CONTRACTOR with proof of installation upon such warranty claims.

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

16. Requirements for Smog Certification

Report of Testing – All County vehicles are under government BAR code number GC920008. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

17. Requirements for all Preventative Maintenance services including Oil and Filter Changes:

a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.

b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). The CONTRACTOR shall advise Fleet if any lamps need replacement and proceed as directed by Fleet staff.

c) CONTRACTOR providing preventative maintenance services will be responsible for the following:

- Verify with Fleet Services that the unit does belong to Riverside County Sheriff fleet
- For service that exceeds the $200 threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. Fleet will not be responsible for any charges resulting from repairs made without proper approval.
- If delays occur, Fleet Services must be notified on the same day in writing.
- When requested, the vehicle may be required to be road-tested after repair if it's determined to be necessary by County Fleet staff.

All Preventive Maintenance service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable CONTRACTOR checklist that clearly identifies what was inspected as long as accepted by Fleet Services. If delays occur Fleet Services must be notified on the same day

18. Requirements for Tire Repair

a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.

General Repair Responsibilities

1. CONTRACTOR shall complete repairs according to the following turnaround times:
   • Fleet requires services completed within eight (8) business hours after receipt of the vehicle for routine maintenance such as oil/filter changes, tires and brakes.
   • CONTRACTOR shall give priority service to previously identified emergency services vehicles. Priority service means all services completed within four (4) business hours after receipt of the vehicle on all routine repairs including brakes, etc. and routine maintenance.
   • Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

2. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under a fully executed agreement if awarded. Fleet shall have the right, upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

3. Fiscal records pertaining to County vehicle maintenance and repair services shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.
4. CONTRACTOR shall notify designated County staff, via e-mail fifteen calendar days preceding any change of address if awarded an agreement resulting from this solicitation.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing or by email and provided to the County at time of award of any agreement. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday. This Contract Representative shall provide overall management and coordination of the Contract on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

EXHIBIT B

PAYMENT PROVISIONS

Region _1 and HQ_

A. Service			
THE TRUCK SHOP			
Air Conditioning Service	**Labor**	**Parts**	**Total**
AC Performance Testing	77.50		
Evacuate & Recharge	$155.00	$35.00	$190.00
Alignment & Tire Service	**Labor**	**Parts**	**Total**
4 Wheel Alignment (Sedan)	$85.00		
4 Wheel Alignment (SUV, Truck)	$105.00		
Balance & Rotate Tires	$30.00		
Flat Repair - Remove, Repair, Mount	$30.00		
Mount & Balance New Tire (Per Tire)	$30.00		
Battery	**Labor**	**Parts**	**Total**
Battery Service, Recharge or Test	$80.00		
Battery Replacement (Plus)	$80.00		
Battery Replacement (Max)	$80.00		
Brakes			
Brake Pad Replacement Car/Lt Truck, SUV (Front)	$155.00		
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Front)	$310.00		
Brake Rotor Replacement Car/Lt Truck, SUV (Front)	$77.50		
Brake Pad Replacement Car/Lt Truck, SUV (Rear)	$155.00		
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Rear)	$310.00		
Brake Rotor Replacement Car/Lt Truck, SUV (Rear)	$77.50		
Brake Pad Replacement Super Duty (Front)	$155.00		
Brake Pad Replacement & Resurface Rotors Super Duty (Front)	$310.00		
Brake Rotor Replacement Super Duty (Front)	$77.50		
Brake Pad Replacement Super Duty (Rear)	$310.00		
Brake Pad Replacement & Resurface Rotors Super Duty (Rear)	$465.00		
Brake Rotor Replacement Super Duty (Rear)	$155.00		
Filter Replacement	**Labor**	**Parts**	**Total**
Cabin Air Filter	$30.00		
Engine Air Filter (Gas)			
Engine Air Filter (Diesel)			
Fuel Filter (Gas)	$46.50		
Fuel Filter (Diesel)	$80.00		
Transmission Filter (Gas)	$232.50		
Transmission Filter (Diesel)	$232.50		

Fluid Exchange	Labor	Parts	Total
Brake Fluid Exchange	$80.00		
Coolant Service (Gas)	$80.00		
Coolant Service (Diesel)	$155.00		
Differential Service (Front)	$155.00		
Differential Service (Rear)	$155.00		
Transfer-Case Service (Gas)	$77.50		
Transfer-Case Service (Diesel)	$77.50		
Transmission Service (Gas)	$155.00		
Transmission Service (Diesel)	$155.00		
Throttle Body Service	$155.00		
Inspections	**Labor**	**Parts**	**Total**
Biennial inspection of Terminals (BIT)	$155.00		
Smog (Inclusive of ALL labor charges, transmission & certification fees	$65.00		
Smoke/Opacity Test (Inclusive of ALL labor charges and fees			
Lube, Oil, Filter	**Labor**	**Parts**	**Total**
Lube, Oil, Filter up to 6qts - Full Synthetic (Gas)	$30.00		
- Gas Engine Full Synthetic additional quarts			
Lube, Oil, Filter up to 6qts (Diesel)	$30.00		
- Diesel Engine additional quarts			
Replace Wiper Blades	**Labor**	**Parts**	**Total**
Replace Wiper Blade (1 Rear)	N/C		
Replace Wiper Blade (2 Front)	N/C		
Replace Wiper Blade (All)	N/C		
On-Site Car Wash	**Labor**	**Parts**	**Total**
Vehicle wash interior vacuum and wipe down (Cars and SUV)			
Vehicle wash interior vacuum and wipe down (Truck)			
Vehicle exterior wash only			
Movement			**Total**
Do you provide vehicle pick up or return: Yes No	NO		
If Yes:			
Additional Cost Per 1 Way			
Delivery Service Provided by:			
Mobile			
Fixed Site			
Both			
Discounts	**% Off**		**Total**
Discount Amount for Parts (Percentage off retail)			

Discount Amount for labor (Percentage off retail)			
Discount Amount for Sublet work (Percentage off retail)			
Additional Warranties			
Labor	24 MONTHS		
Other Fees:	**Hourly Rate**		**Total**
Repair services not listed above are to be performed at vendor's hourly labor rate of	$155.00		
Mobile services same parts and labor pricing (Plus trip charge of)			
Tire, Filter, Fluid Disposal Fees are additional			
All service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable vendor checklist that clearly identifies what was inspected.			
All parts used in connection with maintenance and/or repair services performed on County vehicles must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. Fleet reserves the right to determine whether a part or brand of part is equivalent to OEM specifications.			

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

Final Audit Report 2026-02-25

Created:	2026-02-24
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAQDjNW1fvlJsilyw1WalYk_uurT9Fgcm

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

Document created by SAMUEL COX (SLCOX@RIVCO.ORG)
2026-02-24 - 7:35:56 PM GMT

Document emailed to Allison Contreras (acontreras1021@gmail.com) for signature
2026-02-24 - 7:36:02 PM GMT

Email viewed by Allison Contreras (acontreras1021@gmail.com)
2026-02-24 - 8:01:56 PM GMT

Document e-signed by Allison Contreras (acontreras1021@gmail.com)
Signature Date: 2026-02-24 - 8:02:51 PM GMT - Time Source: server

Document emailed to Kristine Bell Valdez (kbvaldez@rivco.org) for signature
2026-02-24 - 8:02:52 PM GMT

Email viewed by Kristine Bell Valdez (kbvaldez@rivco.org)
2026-02-25 - 2:26:21 AM GMT

Document e-signed by Kristine Bell Valdez (kbvaldez@rivco.org)
Signature Date: 2026-02-25 - 2:26:51 AM GMT - Time Source: server

Agreement completed.
2026-02-25 - 2:26:51 AM GMT

Adobe Acrobat Sign

PROFESSIONAL SERVICE AGREEMENT

for

FLEET AND AUTOMOTIVE MAINTENANCE & REPAIR SERVICES

between

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY SHERIFF

And

TRUCK WORKS, INC

MAR 2 4 2026

3.34

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This Agreement is made and entered into by and between TRUCK WORKS, 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 to the Agreement..

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 1, 2030 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed Twenty Five thousand dollars ($25,000) 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of

COUNTY. 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 for Riverside-San Bernardino-Ontario, CA 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-92847-94-02/30); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment

beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, 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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

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

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. 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 entity in Riverside County. 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 (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

"privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

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

CONTRACTOR

Truck Works, INC
504 E. Lincoln Street
Banning, CA 92220

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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's 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. 2026 09 23 40 PST)

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

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

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

Dated: MAR 2 4 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Kristine Bell-Valdez
Supervising Deputy County Counsel

Dated: 02/24/26

TRUCK WORKS, INC
a California Corporation

By: _____
Terry Ward (Feb 26, 2026 09:23:40 PST)
Terry P Ward
President/CFO

Dated: 02/26/26

MAR 2 4 2026 3.34

EXHIBIT A

SCOPE OF SERVICES

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

2. Written Estimates – The CONTRACTOR shall prepare a detailed written estimate upon completion of the inspection process. This report shall provide an estimate of cost and time for recommended work. The estimate shall list parts, labor (hours and rate), sublet work (if applicable), any miscellaneous charges (with explanation), and tax. Awarded Bidder(s) must check all recommended repairs against each vehicle's manufacturer's warranty. If the Bidder repairs a vehicle that would have otherwise been covered under warranty, the Bidder will be responsible for reimbursement of any and all repair charges back to the County.

3. Required Approvals - The CONTRACTOR must obtain email authorization or approval from the County department before any work being started. The Bidder(s) shall record 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 proper approval.

4. Invoices – The CONTRACTOR shall ensure each invoice contains, at minimum, the following information: invoice number and date; remittance address; bill-to and ship-to addresses of County Fleet; per labor hour cost and quantity applied; County Vehicle number and quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

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

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

7. Security of Vehicles - The 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. The Bidder(s) may be held liable for the replacement/repair of vehicles damaged or missing equipment while under the control of the CONTRACTOR. Incidents of theft or vandalism to County vehicles in the CONTRACTOR care must be reported to the Fleet immediately and the CONTRACTOR shall notify and report theft/vandalism to local law enforcement.

8. The 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 Fleet of such. The CONTRACTOR shall be held responsible for the repair and replacement of all damaged/missing equipment, unless it has been reported to Riverside Sheriff Office (RSO) Fleet.

9. Subcontracting of Repairs – Awarded CONTRACTOR are responsible for the performance of subcontractors as well as arranging, managing and paying for the performance of subcontracted repairs. CONTRACTOR shall pass down the insurance obligations contained in an agreement resulting from this solicitation to all tiers of subcontractors working under said agreement.

10. Endorsed Certificates of Insurance packets for CONTRACTOR awarded because of this solicitation must be emailed on a yearly basis to RSO Fleet.

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

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

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

14. Rebuilt/Overhauled Parts - Components may be sent to the CONTRACTOR for rebuilding or overhauling, without the entire vehicle being sent for repair or service. Fleet requires that Bidder(s) 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. Fleet will provide CONTRACTOR with proof of installation upon such warranty claims.

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

16. Requirements for Smog Certification

Report of Testing – All County vehicles are under government BAR code number GC920008. The CONTRACTOR shall supply a printout copy of the testing and certification upon request by County departments.

17. Requirements for all Preventative Maintenance services including Oil and Filter Changes:

a) CONTRACTOR providing oil and filter changes shall also check and top off any other fluids such as brake fluid, power steering fluid, transmission fluid, coolant and windshield washer fluid.

b) CONTRACTOR will perform a basic safety check including, but not limited to, checking and correcting tire pressure and that all lights (brake/stop, turn signal and headlamps) are operative. Check all under the hood items (Belts and Hoses). The CONTRACTOR shall advise Fleet if any lamps need replacement and proceed as directed by Fleet staff.

c) CONTRACTOR providing preventative maintenance services will be responsible for the following:

- Verify with Fleet Services that the unit does belong to Riverside County Sheriff fleet
- For service that exceeds the $200 threshold, CONTRACTOR must obtain approval from the Sheriff's Fleet department before any work is started. Fleet will not be responsible for any charges resulting from repairs made without proper approval.
- If delays occur, Fleet Services must be notified on the same day in writing.
- When requested, the vehicle may be required to be road-tested after repair if it's determined to be necessary by County Fleet staff.

All Preventive Maintenance service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable CONTRACTOR checklist that clearly identifies what was inspected as long as accepted by Fleet Services. If delays occur Fleet Services must be notified on the same day

18. Requirements for Tire Repair

a) CONTRACTOR providing tire repairs must follow manufacture requirements for tire repair to retain the tires speed rating.

General Repair Responsibilities

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

• Fleet requires services completed within 8 business hours after receipt of the vehicle for routine maintenance such as oil/filter changes, tires and brakes.

• CONTRACTOR shall give priority service to previously identified emergency services vehicles. Priority service means all services completed within 4 business hours after receipt of the vehicle on all routine repairs including brakes, etc. and routine maintenance.

• Non routine repairs must meet the estimate time period given by the estimate and approved by the County department.

2. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under a fully executed agreement if awarded. Fleet shall have the right, upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

3. Fiscal records pertaining to County vehicle maintenance and repair services shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.
4. CONTRACTOR shall notify designated County staff, via e-mail fifteen calendar days preceding any change of address if awarded an agreement resulting from this solicitation.

5. CONTRACTOR shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing or by email and provided to the County at time of award of any agreement. CONTRACTOR Contract Representative and an approved alternate shall be available locally Monday through Friday. This Contract Representative shall provide overall management and coordination of the Contract on the CONTRACTOR's behalf, shall act as a central point of contact for the County, and have access to technical assistance at all times.

EXHIBIT B

PAYMENT PROVISIONS

Region _1_

A. Service			
TRUCK WORKS INC			
Air Conditioning Service	**Labor**	**Parts**	**Total**
AC Performance Testing	$160.00		
Evacuate & Recharge	$160.00	$25.25	$185.25
Alignment & Tire Service	**Labor**	**Parts**	**Total**
4 Wheel Alignment (Sedan)	$149.95		
4 Wheel Alignment (SUV, Truck)	$149.95		
Balance & Rotate Tires	$140.00		
Flat Repair - Remove, Repair, Mount	$35.00		
Mount & Balance New Tire (Per Tire)	$35.00		
Battery	**Labor**	**Parts**	**Total**
Battery Service, Recharge or Test	$50.00		
Battery Replacement (Plus)	$144.00	$174.99	$318.99
Battery Replacement (Max)	$176.00	$276.90	$420.90
Brakes			
Brake Pad Replacement Car/Lt Truck, SUV (Front)	$176.00	$59.58	$235.98
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Front)	$272.00	$59.58	$331.98
Brake Rotor Replacement Car/Lt Truck, SUV (Front)	$224.00	$90.00	$314.00
Brake Pad Replacement Car/Lt Truck, SUV (Rear)	$192.00	$106.94	$318.14
Brake Pad Replacement & Resurface Rotors Car/Lt Truck, SUV (Rear)	$288.00	$106.94	$318.14
Brake Rotor Replacement Car/Lt Truck, SUV (Rear)	$224.00	$90.00	$314.00
Brake Pad Replacement Super Duty (Front)	$192.00	$106.94	$318.14
Brake Pad Replacement & Resurface Rotors Super Duty (Front)	$288.00	$106.94	$318.14
Brake Rotor Replacement Super Duty (Front)	$224.00	$362.06	$586.06
Brake Pad Replacement Super Duty (Rear)	$176.00	$135.60	$329.20
Brake Pad Replacement & Resurface Rotors Super Duty (Rear)	$288.00	$135.60	$423.60
Brake Rotor Replacement Super Duty (Rear)	$224.00	$429.78	$653.72
Filter Replacement	**Labor**	**Parts**	**Total**
Cabin Air Filter	$48.00	$39.56	$124.84
Engine Air Filter (Gas)	$48.00	$46.22	$94.22
Engine Air Filter (Diesel)	$64.00	$126.14	$190.14
Fuel Filter (Gas)	$80.00	$29.20	$109.20
Fuel Filter (Diesel)	$128.00	$99.20	$227.20
Transmission Filter (Gas)	$144.00	$61.83	$205.83

Transmission Filter (Diesel)	$192.00	$68.18	$260.18
Fluid Exchange	**Labor**	**Parts**	**Total**
Brake Fluid Exchange	$192.00	$7.81	$199.81
Coolant Service (Gas)	$160.00	$68.80	$228.80
Coolant Service (Diesel)	$224.00	$103.20	$327.20
Differential Service (Front)	$96.00	$37.56	$133.56
Differential Service (Rear)	$96.00	$127.70	$223.70
Transfer-Case Service (Gas)	$96.00	$19.00	$115.00
Transfer-Case Service (Diesel)	$96.00	$19.00	$115.00
Transmission Service (Gas)	$144.00	$79.80	$223.80
Transmission Service (Diesel)	$192.00	$98.80	$290.80
Throttle Body Service	$192.00	$7.99	$199.90
Inspections	**Labor**	**Parts**	**Total**
Biennial inspection of Terminals (BIT)	$185.00		
Smog (Inclusive of ALL labor charges, transmission & certification fees	$62.50		
Smoke/Opacity Test (Inclusive of ALL labor charges and fees			
Lube, Oil, Filter	**Labor**	**Parts**	**Total**
Lube, Oil, Filter up to 6qts - Full Synthetic (Gas)	$48.00	$47.94	$95.94
- Gas Engine Full Synthetic additional quarts			
Lube, Oil, Filter up to 6qts (Diesel)	$64.00	$53.94	$117.94
- Diesel Engine additional quarts		$71.92	
Replace Wiper Blades	**Labor**	**Parts**	**Total**
Replace Wiper Blade (1 Rear)	$25.00	$15.98	$40.98
Replace Wiper Blade (2 Front)	$32.00	$31.96	$63.96
Replace Wiper Blade (All)	$57.00	$47.94	$104.94
On-Site Car Wash	**Labor**	**Parts**	**Total**
Vehicle wash interior vacuum and wipe down (Cars and SUV)	$150.00		
Vehicle wash interior vacuum and wipe down (Truck)	$150.00		
Vehicle exterior wash only	$75.00		
Movement			**Total**
Do you provide vehicle pick up or return: Yes No	YES		
If Yes:			
Additional Cost Per 1 Way	$50.00		
Delivery Service Provided by:			
Mobile			
Fixed Site			
Both	BOTH		

Discounts	**% Off**		**Total**
Discount Amount for Parts (Percentage off retail)			
Discount Amount for labor (Percentage off retail)			
Discount Amount for Sublet work (Percentage off retail)			
Additional Warranties			
Labor	1 YEAR/12,000 miles		
Other Fees:	**Hourly Rate**		**Total**
Repair services not listed above are to be performed at vendor's hourly labor rate of	$160.00		
Mobile services same parts and labor pricing (Plus trip charge of)	$95.00		
Tire, Filter, Fluid Disposal Fees are additional			
All service invoices must be accompanied by Fleet's vehicle inspection checklist or comparable vendor checklist that clearly identifies what was inspected.			
All parts used in connection with maintenance and/or repair services performed on County vehicles must meet or exceed Original Equipment Manufacturer (OEM) manufacturer's specifications. Quality name brand aftermarket parts are acceptable. Fleet reserves the right to determine whether a part or brand of part is equivalent to OEM specifications.			

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

Final Audit Report 2026-02-26

Created:	2026-02-24
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJdoicM501zNAjeW_EsK7R132ernRSuaB

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