

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA BARBARA
AND
CITY OF GUADALUPE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made by and between COUNTY OF SANTA BARBARA (hereinafter "SERVICE PROVIDER") and the CITY OF GUADALUPE (hereinafter "CUSTOMER") dated October 6th, 2009.

1. **REPAIR AND SERVICE OF CITY OF GUADALUPE OWNED VEHICLES:** SERVICE PROVIDER shall provide service and repair work on the CUSTOMER'S vehicles upon request. CUSTOMER has agreed to put its vehicles on the County's Preventative Maintenance (PM) program. The CUSTOMER'S vehicles will be serviced at six-month intervals in accordance to the SERVICE PROVIDER'S schedule. Repair work will be done at the request of the CUSTOMER only. SERVICE PROVIDER will notify CUSTOMER and seek approval prior to proceeding with repairs, and CUSTOMER shall not be obligated to pay for repair work not authorized by CUSTOMER. At SERVICE PROVIDER'S discretion, preference shall be given to SERVICE PROVIDER'S vehicles.

CUSTOMER may elect to have vehicle services performed on some or all of the CUSTOMER'S fleet vehicles. This decision will be at the CUSTOMER discretion.

2. **SERVICE CALLS:** SERVICE PROVIDER will provide field service on CUSTOMER'S vehicles at request of the CUSTOMER. Field service shall be limited to emergency situations, breakdowns, small repairs and towing.

3. **FUEL:** CUSTOMER may elect to purchase gasoline or diesel fuel from the SERVICE PROVIDER. SERVICE PROVIDER will provide CUSTOMER with an automated fuel key for each of its vehicles upon request. The automated fuel key will provide fuel for the CUSTOMER'S vehicles at the SERVICE PROVIDER'S fueling facilities. CUSTOMER may requests automated fuel keys and/or Voyager credit cards for all or some of the Customer's vehicles. CUSTOMER must adhere to ALL of the SERVICE PROVIDER'S policy that cover vehicle fueling and Voyager fuel credit card use.

4. **RECORD KEEPING:** CUSTOMER'S vehicles will be put on the SERVICE PROVIDER'S FleetFocus fleet management system, CUSTOMER'S vehicles will be assigned a Santa Barbara County vehicle number. SERVICE PROVIDER shall maintain vehicle repair and maintenance records to accurately track work performed on the CUSTOMER'S vehicles. CUSTOMER shall be given access to a "Fleet Management Portal" that will allow the CUSTOMER to view all completed vehicle work orders, vehicle fueling transactions, billing data and other fleet related information.

5. **SCHEDULING FOR SERVICE:** When requesting service CUSTOMER shall call and notify the SERVICE PROVIDER'S Shop Supervisor. The Shop Supervisor shall make every effort to schedule the CUSTOMER'S vehicles in a timely manner. The SERVICE PROVIDER retains the right to prioritize Shop work and give service preference to internal County owned vehicles.

6. **LABOR FEES:** SERVICE PROVIDER shall charge the CUSTOMER the SERVICE PROVIDER's current shop labor rate (set per fiscal year and approved by County Auditor Controller) billed per labor hour or partial labor hour. As of the date of this MOU, the shop labor rate is \$88.50 per hour. The charge rate for repair and service work shall be calculated at the mechanic's actual labor time. SERVICE PROVIDER reserves the right to adjust billing labor rates annually. Vehicle Operation's labor rate is calculated based on the annual operating expense of the division.

7. **SERVICE CALL FEES:** SERVICE PROVIDER shall charge the CUSTOMER a fee of (current rate) per labor hour for service calls. Time will be charged at the mechanic's actual time including travel. For after hours and overtime call outs, CUSTOMER shall be charged at a rate of 1.5 times the mechanic's actual time.

8. **PARTS FEES:** Parts installed on CUSTOMER'S vehicles or sold to CUSTOMER shall be sold at the County's SERVICE PROVIDER's actual cost plus an overhead of 7%.

9. **FUEL FEES:** All fuel purchased by CUSTOMER shall be sold at the SERVICE PROVIDER's actual cost (OPIS pricing) plus a per gallon overhead rate approved by the County Auditor Controller.

10. **BILLING:** SERVICE PROVIDER shall bill the CUSTOMER at the end of each month for services rendered and fuel purchased within the billing period. Payment shall be made within thirty (30) days of the invoice mailing.

11. **INSURANCE COVERAGE:** SERVICE PROVIDER shall maintain for the duration of the MOU insurance or pooled-risk coverage against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER. SERVICE PROVIDER's insurance or pooled-risk coverage will be primary during the possession of CUSTOMER's vehicles for service and transport or road testing by SERVICE PROVIDER. CUSTOMER shall maintain for the duration of this MOU, insurance or pooled-risk coverage on the vehicles, both property and liability including bodily injury and property damage which may arise from or in connection with the transport to or from the SERVICE PROVIDER by CUSTOMER.

12. **TERMINATION:**

A. Termination For Any Reason: Either party may terminate this MOU for any reason by giving the other party at least thirty (30) days prior written notice of such termination; however, any such termination shall not relieve CUSTOMER from liability for payment for services previously rendered by the SERVICE PROVIDER.

B. Termination For Cause: CUSTOMER may terminate this MOU for cause, effective immediately upon written notice of such termination to the SERVICE PROVIDER. As used herein, "cause" means a material breach of this MOU by SERVICE PROVIDER.

13. **GENERAL PROVISIONS:**

A. Headings: This section and subpart heading contained in this MOU are for purposes of convenience and reference only and shall not affect in any way the meaning or interpretation of this MOU.

B. Governing Law: This MOU shall be governed by the laws of the State of California.

C. Indemnification: CUSTOMER shall indemnify, and hold SERVICE PROVIDER, and SERVICE PROVIDER'S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance of or constitutional provision, or other cause which arise out of, relate to or result from the activities or omissions, negligent or otherwise, under this MOU of CUSTOMER, and CUSTOMER'S officers, agents and employees.

D. SERVICE PROVIDER shall indemnify, and hold CUSTOMER, and CUSTOMER'S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to or result from the activities or omissions, negligent or otherwise, under this MOU of SERVICE PROVIDER, and SERVICE PROVIDER'S officers, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this MOU. In the event an action or proceeding is commenced to enforce the provisions of this MOU, then the party prevailing in such action or proceeding shall be entitled to recover it's reasonable costs and attorney fees incurred therein.

E. No assignment: SERVICE PROVIDER shall not, without the CUSTOMER'S prior written consent, assign its duties and obligations under this MOU to any person or entity.

F. This MOU constitutes the entire agreement and understanding between the parties regarding the subject matter hereto and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. No amendments to this MOU are authorized unless in writing.

G. CUSTOMER's Fleet Contact, Police Chief George Mitchell, who is authorized to act on behalf of the CUSTOMER in all matters in the performance of this MOU.

H. Notices: All notices under this MOU and in connection herewith shall be addressed and delivered as follows:

SERVICES PROVIDER:

County of Santa Barbara
GS/Vehicle Operations Division
4568 Calle Real, Building A
Santa Barbara, CA 93110-1306
Attn: Mitch A. Guenthart, Fleet Manager
Phone: (805) 681-5573

CUSTOMER:

City of Guadalupe
Police Department
4490 10th Street
Guadalupe, CA 93434
Attn: Chief of Police George Mitchell
Phone: (805) 343-2112

COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL B. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

Date: _____

By: _____
Deputy Clerk

CITY OF GUADALUPE

CITY OF GUADALUPE

By: 
Dave Fleishman
City Attorney

By: 
REGAN M. CANDELARIO
City Administrator

APPROVED AS TO FORM:

COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, C.P.A.
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED:

By: _____
R. Aromatorio
Risk Manager

APPROVED:

By: 
Mitch A. Guenthart
Fleet Manager