

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

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU")** is made by and between COUNTY OF SANTA BARBARA (hereinafter "SERVICE PROVIDER") and the CITY OF GOLETA (hereinafter "CUSTOMER") dated August 27, 2008.

1. **REPAIR AND SERVICE OF CITY OF GOLETA 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 items will be done at the request of the CUSTOMER only. SERVICE PROVIDER will notify CUSTOMER and get its approval prior to proceeding with repairs. At SERVICE PROVIDER'S discretion, preference shall be given to SERVICE PROVIDER'S vehicles.

CUSTOMER may elect to have vehicles services performed on some or all or 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 Fleet Anywhere computer system and assigned a Santa Barbara County vehicle number. SERVICE PROVIDER shall maintain vehicle repair and maintenance records and record all work orders generated against CUSTOMER'S vehicles. CUSTOMER shall be provided with a computer generated detailed work order at the completion of each repair or maintenance job. SERVICE PROVIDER shall maintain detailed fuel transaction records of all fuel purchased from the SERVICE PROVIDER for the CUSTOMER'S vehicles.

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.

6. **LABOR FEES:** SERVICE PROVIDER shall charge the CUSTOMER the County's current shop labor rate (set per fiscal year) billed per labor hour or partial labor 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 its labor rate annually. A copy of the current labor rates shall be sent to CUSTOMER. Written notice of any labor rate adjustments shall be provided to CUSTOMER in advance. 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 actual cost plus an overhead of 7%.

9. **FUEL FEES:** All fuel purchased by CUSTOMER shall be sold at the County's actual cost (OPIS pricing) plus an overhead of 20%.

10. **BILLING:** SERVICE PROVIDER shall bill the CUSTOMER at the end of each month for services rendered 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 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 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 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 of MOU:** This MOU shall expire in (5) Years from the date of which the Santa Barbara County's Board of Supervisors approves and executes this document

13. **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.

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 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 of 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, then the party prevailing in such action shall be entitled to recover it's reasonable attorney fees incurred in enforcing judgment 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. No amendments to this agreement are authorized unless in writing.

G. CUSTOMER's Project Manager is Vyto Adomaitis, CUSTOMER's Project Manager is authorized to act on behalf of CUSTOMER in all matters in the performance of this agreement.

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
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CUSTOMER:	City of Goleta Department of Public Safety 130 Cremona Drive Suite "B" Goleta, CA 93117 Attn: Vyto Adomaitis, Director Phone: (805) 961-7555
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**IN WITNESS WHEREOF**, the parties have executed this MOU to be effective as of the date executed by COUNTY.

COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL B. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Salud Carbajal, Chair, Board of Supervisors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

CITY OF GOLETA

CITY OF GOLETA

By: \_\_\_\_\_  
Tim Giles  
City Attorney

By: \_\_\_\_\_  
Daniel Singer  
City Manager

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

APPROVED:

APPROVED:

By: \_\_\_\_\_  
R. Aromatorio  
Risk Manager

By: \_\_\_\_\_  
Robert Nisbet  
General Services Director

## EXHIBIT "A"

**CITY OF GOLETA MOTORIZED VEHICLE LIST***Revised 6/9/08*

<u>VEH. #</u>	<u>LICENSE</u>	<u>VIN</u>	<u>VEHICLE DESCRIPTION</u>	<u>PRIMARY DRIVER</u>	<u>DEPT</u>	<u>REMARKS</u>
2002-CM-5120-001	1139841	JT2BK18U020067340	2002 TOYOTA PRIUS	POOL	POOL	In Service
2004-CS-5510-002	1180463	2FKRX17W04CA111923	2004 FORD F-150 PICKUP	MIKE SOBOTA	C S	In Service
2004-PES-5420-003	1170990	JHMES96644S012368	2004 HONDA CIVIC HYBRID	Dan McLaughlin	B N S	In Service
2005-RDA-5600-004	1129573	1FTYR10D15PA11122	2005 FORD RANGER STD. CAB	MIKE PAGE	C S	In service
2005-CS-5520-005	1129577	1FTYR14UX5PA03546	2005 FORD RANGER EXT CAB	JOHN SHIELDS	C S	In Service
2005-CS-5520-006	1190019	1FDWF36535EB33256	2005 FORD F-350 SUPERDUTY	JERRY LOPEZ	C S	In Service
2005-BNS-5429-007	1190049	1FAFP53215A130795	2005 FORD TAURUS	Vyto Adomaitis Vance Johnson	B N S	In Service
2005-CS-5520-008	1094909	1FDNF20515EC16909	2005 FORD F-250 Utility	DONNY BALLARD	C S	In Service
2005-CS-5520-009	1215364	1FDWF36Y97EB23439	2007 FORD F-350 Stakebed	MICHAEL CALLES	C S	In Service
2007-CS-5800-010	1218280	1FTYR14D38PA09399	2008 FORD RANGER EXT. CAB	Bob Morgenstern Bill Millar	CS	In Service
2005-NPSS-6100-011		2FAHP71W05X119563	2005 FORD CROWN VICTORIA	Greg Nurdyke	BNS	In Service