

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA BARBARA
AND
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS "SBCAG"**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made by and between COUNTY OF SANTA BARBARA (hereinafter "SERVICE PROVIDER") and SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (SBCAG) (hereinafter "CUSTOMER") dated June 19, 2012.

1. **REPAIR AND SERVICE OF SBCAG 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 and reserves the right to add new or replacement vehicles in the future which would also be covered by this agreement. 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 current, new or replacement vehicles including some or all or the CUSTOMER'S fleet vehicles This decision will be at the CUSTOMER'S 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 fob for each of its vehicles upon request. The automated fuel fob will provide fuel for the CUSTOMER'S vehicles at the SERVICE PROVIDER'S fueling facilities. CUSTOMER may request automated fuel fobs and/or Voyager credit cards for all or some of the Customer's vehicles. CUSTOMER must adhere to ALL of the SERVICE PROVIDER'S policies 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 computer system and each vehicle shall be 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. SERVICE PROVIDER shall give the CUSTOMER secured on-line access to the SERVICE PROVIDER'S fleet portal system for the viewing of fleet related data.

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 labor rates and fees annually during the County's ISF rate setting process. All ISF rates and fees are reviewed and approved by the County's Auditor Controller. SERVICE PROVIDER'S rates and fees and published and made available to the CUSTOMER on-line on the County's intranet.

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 15%.

9. **FUEL FEES:** All fuel purchased by CUSTOMER shall be sold at the County's actual cost (OPIS pricing) plus an overhead charge approved during the rates setting process by the Auditor Controller.

10. **BILLING:** SERVICE PROVIDER shall bill the CUSTOMER at the end of each month for services rendered within the billing period. CUSTOMER'S payments shall be made electronically through the County's FIN system.

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:**

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 Representative is Bobbi Didier, CUSTOMER's Representative 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
CUSTOMER:	SBCAG 260 North San Antonio Road Santa Barbara, CA 93110 Attn: Bobbi Didier, Finance & Administration Phone: (805) 961-8903

IN WITNESS WHEREOF, the parties have executed this MOU to be effective as of the date executed by COUNTY.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA WALLAR
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors


Date: _____

By: _____
Deputy Clerk

SBCAG

SBCAG


By: _____
Clerk of the Board


By: _____
Jim Kemp
Executive Director

APPROVED AS TO FORM:
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: 
Mitch A. Guenthart
Fleet Manager