# AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES (REDLANDS CONTRACT NO. 2012-0001)

This agreement for the provision of fleet management and maintenance services ("Agreement") is made and entered in this 15<sup>th</sup> day of May, 2012 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City)" and Automotive Rentals Inc. ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

## ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby engages Contractor to provide fleet management and the management of the coordination of maintenance services for City's Quality of Life Department (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.
- 1.3 The term of this Agreement shall commence on its Effective Date and shall end September 30, 2013.

#### ARTICLE 2 – SERVICES OF CONTRACTOR

- 2.1 The Services that Contractor shall perform are more particularly described in State of New York Executive Department Group 72002-Fleet Management Services (Statewide Contract which is identified in the website link:

  www.ogs.state.ny.us/purchase/snt/awardnotes/7200220108can.htm
- 2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to any applicable State of California prevailing wage laws.

# <u>ARTICLE 3 – RESPONSIBILITIES OF CITY</u>

- 3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Fred Cardenas, City's Quality of Life Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

## ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner as reasonably requested from time to time by City.

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4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City Staff.

# ARTICLE 5 - PAYMENTS TO CONTRACTOR

- The total compensation for Consultant's performance of the Services shall not exceed the amount of Forty Thousand Dollars (\$40,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount based upon the "per transaction" rates (Option 2) shown in Exhibit "A," entitled "Maintenance Program Pricing," which is attached hereto and incorporated herein by this reference. City shall pay all pass-through expenses from all third party vendors performing maintenance services, even if such pass-through expenses exceed \$40,000.
- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the project. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City
Fred Cardenas, Director
Quality of Life Department
City of Redlands
35 Cajon Street, Suite 222
P.O. Box 3005 (mailing)
Redlands, CA 92373

Contractor
Dan Willard, Financial, Services Director
Automotive Resources International
4001 Leadenhall Road
Mount Laurel, NJ 08054

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.3.

## ARTICLE 6 - INSURANCE AND INDEMNIFICATION

Insurance required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

- 6.2 Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City as described in Exhibit "B," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.
- 6.3 Contractor shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Contractor shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles.
- 6.5 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by and negligent act, omission or failure to act by Contractor, its officers and employees in performing the Services. The City agrees to indemnify and hold harmless Contractor and its employees against all loss and liability arising out of or connected with the use, condition, operation or maintenance performed on any vehicle under this Agreement.

### ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

### A. Does not make or participate in:

- (i) the making or any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
- (ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorization or entitlements:
- (iii) authoring City to enter into, modify or renew a contract;
- (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) granting City approval to a plan, design, report, study or similar item;

- (vi) adopting, or granting City approval of policies, standards or guidelines for City or for any subdivision thereof.
- B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of interest Code under Government Code section 87302.
- 7.3 In the event City officially determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, State of Economic Interests with the City Clerks' office pursuant to the written instructions provided by the City Clerk.

## <u>ARTICLE 8 – GENERAL CONSIDERATIONS</u>

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of inhouse counsel by a Party.
- 8.2 Except for monies due under this Agreement, contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 Documents, records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Contractor for City in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 8.4 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply necessary instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.
- 8.5 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City; provided, however, this Agreement may be terminated by City by either Party, by providing thirty (30) business days prior written notice to the other Party (delivered by certified mail, return receipt requested) of the Party's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but no amount shall be allowed for anticipated profit or

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unperformed Services. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.6 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant o this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorizes representative of the City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By:

Pete Aguilar, Mayor

AUTOMOTIVE RENTALS, INC.

By:

**Brian Bates** 

Sr. Vice President, Finance

Sam Irwin, City Clerk

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Description	SILVERADO	RANGER LXT		F250 LONG BED	2500HD SIVERADO 4X4	S-10 PICK UP	1 TON ROUTER TRUCK	924G LOADER	DUMP TRK	8 YARD DUMP TRUCK			ELECTRIC CART		2500 SERV BODY	F150 LONG BED PICK UP	F250 FLAT BED	2500 SERV BODY					SILVERAD BIN HAULER	SILVERADO	EXI CAB SERVICE CR					Explorer	CROWN VIC - GRAY		CROWN VIC - TAN	CROWN VIC. BGE	CROWN VIC - SILVER	CROWN VIC - WHT	CROWN VIC - SILVER	CROWN VIC - DR BLU	CROWN VIC-FROST GRA	CROWN VIC-WHT	CROWN VIC - GRAY	CACAVIA VIC-BLUE	CROWN VIC CON	CROWN VIC-BLUE	Explore	Explorer	1 8	CROWN VIC - BLUE	Explorer	Explorer	CROWN VIC GREEN			Blazer		MPALA	and the state of t	0 Blazer		0 CROWN VIC-BLUE	
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Redlands Additional Description		10 de 004	WATER INDCK	330 UTILITY CRAINE 550			C60 SERVICE TRUCK		Г	DUMP		GER	BACKHOE		- 1	F250 WELDING TRUCK		RANGER XLT V6	F250 EX CAB	E C	COMP DE DED	OF LOADER	ã	2	250 4X4 EX CAB LONG	150 EX CAB	250 SUPER DUTY	250 EX CAB	250 SUPER DUTY	17950 F550 4X4 BRUSH TRUCHMedium Duty	550 4X4 BRUSH TRUCH	ILVERADO	250 REG CAB	מינויון מרים			SILVERADO	SILVERADO PICK UP	SILVERADO	(	FZ50 4X4 UIILIIY BED	ESECTION DED						CNG HEIL SIDE LOADER Heavy Duty	CNG HEIL SIDE LOADER	37230 CNG HEIL SIDE LOADEN HABAY DUN	LNG SIDELOADER		LNG SIDELOADER			NG SIDEL OADER	LNG SIDELOADER		NG FRONT LOADER	60000 LNG FRONT LOADER	
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Odometer Make	22266 NISSAN	19450 GMC	2863 EODD	25860 FORD	108080 FORD	5756 INTERNAT	67653 GMC	15563 FORD	12663 FORD	50351 FORD	52949 freightliner	3179 freightliner	3974 Caterpiliar	8721 FORD	50000 CHEV	19062 FORD	1352 Caterpiliar	8/0/0 FORD	74300 FORD	230877 5050	35975 5000	6419 Catemiliar	22530 FORD	1857 Caterpillar	72510 FORD	104158 FORD	47929 FORD	98880 FORD	27295 FORD	13190 FORD	60026 CHEV	12828 FORD	1043U3 TOTG	45845 amc	17545 chev	19659 ford	89529 chev	100750 dchev	50890 chev	107696 Tara		46753 ford	13675 volvo	12408 volvo	14636 volvo				12261 Autocar		8375 Autocar	2379 Autocar	8753 Autocar	6597 Autocar		6554 Autocar	6213 Autocar	1643 peterbilt	5836 Autocar	5930 Autocar	307/ IVAICOR
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ARI Vehicle Type	>		Heavy Duty	_			Heavy Duty	Heavy Duty	неачу Оиту	Heavy Duty		Heavy Duty		چ		Medium Duty	Heavy Duty	Light Duty	Heavy Duty	Light Duty	Light Duty	Light Duty	Ī		1		Equipment	Τ	Equipment	Γ				Light Duty	Light Duly	Medium Duty	T					T	Light Duty	Si IV	Medium Duty				Heavy Duty	Medium Duty		Heavy Duty	Light Duty	Z)		Heavy Duty	Heavy Duty
Redlands Additional Description	LNG FRONT LOADER	LNG FRONT LOADER	LNG FRONT LOADER		R80 FORK LIFT (hours)	dud to tudio oil	LNG SIDE LOADER	NG SIDE LOADER					CAB PLUS 1/2 T		Silverado 4X4	C550 WELD TRUCK				RANGER DUMP BED	SILVERADO WILIFT GAT	RANGER DUMP BED	38G LOADER	120H GRADER	U/ UOZEK	MATERITATIVED	PORT COMPACTOR	623E SCRAPER	D8HN DOZER	615C SCAPER	4WD FOUR DOOR PICK	Expedition	Expedition	ahoe	3800							COSC ON GANDANDAN	COO CREW CAB (P-150)							F450 CREW CAB MS (MS	And the Annual A			F550 MED SQD			
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EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

PROVISION OF FLEET MANAGEMENT AND MAINTENANCE SERVICES

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurer duly

authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-

insure, either as an individual employer or as one employer in a group of employers,

which may be given upon furnishing proof satisfactory to the Director of Industrial

Relations of ability to self-insure and to pay any compensation that may become due to

his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be

insured against liability for Workers' Compensation or to undertake self-insurance in accordance with

the provisions of that Code, and I will comply with such provisions before commencing the

performance of the work of this Agreement. (Labor Code §1861).

AUTOMOTIVE RENTALS, INC.

Date: 5/15/12

Brian Bates

Sr. Vice President, Finance