



TOM TINDALL  
Director

County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

*"To enrich lives through effective and caring service"*

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December 14, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ENTER INTO MEMORANDUM OF UNDERSTANDING  
WITH THE CITY OF LYNWOOD FOR VEHICLE FLEET MAINTENANCE  
AND REPAIR SERVICES**

**SUBJECT**

Authorize the Director of the Internal Services Department (ISD) to execute a Memorandum of Understanding (MOU) with the City of Lynwood (Lynwood) for ISD to provide vehicle fleet maintenance and repair services to Lynwood, and delegate authority to the Director of ISD to enter into similar MOUs with other public entities.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Director of ISD or his designee to execute an MOU substantially similar to the attached with Lynwood to have ISD provide vehicle fleet maintenance and repair services to Lynwood.
2. Delegate authority to the Director of ISD to execute MOUs substantially similar to the attached with other public entities to receive vehicle fleet maintenance and repair services from ISD, after review by County Counsel and with notification to your Board.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In September 2010, Lynwood released a solicitation for vehicle fleet maintenance and repair services for the city's vehicle fleet. Lynwood did not receive a viable, cost effective response to their solicitation and approached the County for assistance. The agreement between Lynwood and ISD

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

23 December 14, 2010

*Sachi A. Hamai*

SACHI A. HAMAI  
EXECUTIVE OFFICER

supports the County's initiative to collaborate with other municipalities to effectuate mutual savings, and Lynwood's critical need to obtain fleet services from a reliable and affordable source.

The recommended actions would allow ISD's Director to enter into an MOU with Lynwood to provide fleet services, and to expand this service offering to other public entities.

The proposed services would be provided under ISD's current agreement with All Star Fleet Services, LLC (All Star) on an as-needed basis.

### **Implementation of Strategic Plan Goals**

Approval of the proposed MOU is consistent with the County's strategic goal for Operational Effectiveness. Through greater economies of scale, the recommended actions will provide efficiencies to both the County and Lynwood.

### **FISCAL IMPACT/FINANCING**

There is no net County cost (NCC) resulting from this action.

Lynwood will only be charged as maintenance and repair services are incurred, with no required minimum expenditure level. Lynwood's annual expenditures under this agreement are estimated at approximately \$117,000.

Sufficient appropriation is available in ISD's Fiscal Year 2010-2011 budget for the costs associated with the recommended MOU. ISD will request sufficient appropriations in future fiscal years to fund any extensions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Government Code, Section 23008, whenever it is economical and satisfactory to do so, a county may perform work, or furnish goods for any district or municipal corporation within the county, if before the work is done or the goods are ordered or furnished by the county, an amount equal to the cost, or an amount 10 percent in excess of the estimated cost, is so reserved from the funds of the district or municipal corporation to be charged that it may be transferred to the county, when the work is completed or the goods are supplied.

The recommended Memorandum of Understanding (MOU) has been approved as to form by County Counsel and will be finalized and executed by the Director of ISD after approval by your Board. Either the County or Lynwood may terminate the MOU without cause with 30 days advance notice.

The current contract with All Star was approved by your Board on December 1, 2009, with an effective date of February 1, 2010. The contract expires on January 31, 2013, and has two additional one-year options to extend.

**CONTRACTING PROCESS**

Lynwood will receive vehicle maintenance and repair services as currently provided to County departments by County and/or Contractor (currently All Star).

In 2009, a Request for Proposals was released by ISD for the current fleet services. The solicitation resulted in a contract award to All Star for a three year period with two one-year options to extend. The resultant contract includes all County terms and conditions as legally required and mandated by your Board.

The contractor has agreed to provide the required services under the same terms and conditions to other public agencies. Because services will be provided to the City of Lynwood, a non-County public agency, they are exempt from County Code Section 2.121 (Proposition A).

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended action will enable ISD to assist Lynwood and other public entities with critical service needs, and provide the County with greater economies of scale in fleet maintenance operations.

Respectfully submitted,



TOM TINDALL  
Director

TT:YY

Enclosures

c: Chief Executive Officer  
County Counsel  
Auditor Controller

# MEMORANDUM OF UNDERSTANDING



## VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES

This Memorandum of Understanding for certain vehicle fleet maintenance and repair services is entered into as of \_\_\_\_\_ (the "Effective Date") by and between the County of Los Angeles, a political subdivision of the State of California ("County") and the City of Lynwood, California ("Customer").

## **RECITALS**

R1. The County, as administered through its Internal Services Department ("ISD"), currently offers Fleet Services to various County departments;

R2. Customer acknowledges and understands that County Fleet Services are currently provided, in whole or in part, by the County's third-party vendor, All Star Fleet Services, LLC, a Nevada limited liability company, with its principal place of business at 4800 Overton Plaza, Suite 380, Fort Worth, Texas, 76109 (the "Contractor"); and

R3. Customer wants to receive Fleet Services from the County as provided by County and/or Contractor.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree as follows:

### **1.0 APPLICABLE DOCUMENTS**

1.1 This base document, along with Exhibits A through C, attached hereto by reference and listed below, collectively form and are referred to herein as the "MOU."

1.2 Any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base document and the Exhibits, or between/amongst the Exhibits, shall be resolved by giving precedence first to this base document and then to the Exhibits according to the following descending priority:

1.2.1 EXHIBIT A - C Exhibit A – Customer Rate Handbook/Sheet. (attached by reference)

1.2.2 EXHIBIT B - Fleet Services Contract between the County of Los Angeles and Contractor (attached by reference)

1.2.3 EXHIBIT C - Statement of Work

1.3 This MOU is the complete and exclusive statement of understanding between County and Customer, and supersedes any previous agreements, whether written or oral, as well as all prior communications relating to the subject matter of this MOU.

## 2.0 DEFINITIONS

The terms and phrases in this Section 2.0, in quotes and with initial letter(s) capitalized, shall have the meanings set forth below whenever used in this Contract.

2.1 “Contractor” or “Contractors” means the County’s third-party Fleet Services vendor or vendors, including its/their duly authorized subcontractors, as currently exists or as such may change from time-to-time. As of the Effective Date, the County’s vendor is All Star Fleet Services, LLC, a Nevada limited liability company, with its principal place of business at 4800 Overton Plaza, Suite 380, Fort Worth, Texas 76109.

2.2 “Customer” means the City of Lynwood.

2.3 “Customer Rate Handbook” means ISD’s published Customer Rate Handbook for the applicable time period. As of the Effective Date, the Customer Rate Handbook is for fiscal year 2010-11, updated as of September 23, 2010.

2.7 “Day” or “Days,” *whether with an initial capital letter or not*, means calendar day(s), unless otherwise specified.

2.9 “Effective Date” means \_\_\_\_\_.

2.10 “Fleet Services” means services related to the maintenance and repair of vehicles, as set forth in Exhibit C – Statement of Work.

2.11 “Fleet Services Contract” means the base document, exclusive of exhibits and attachments, of County Contract No. 77192, entered into February 1, 2010 by and between County and Contractor.

2.12 “Statement of Work” means Exhibit C – Statement of Work, exclusive of attachments, of the Fleet Services Contract.

## 3.0 OBLIGATIONS & PERFORMANCE

3.1 Fleet Services. The Fleet Services available to Customer under this MOU are set forth in the Fleet Services Contract (Exhibit B) and the Statement of Work (Exhibit C). For purposes of receiving Fleet Services, the parties intend that all references therein to County vehicles, County facilities, County’s ISD Fleet, fleet assets, facilities, and the like, shall be interpreted to also include the Customer’s vehicles and facilities.

3.2 Rates. Fleet Services are billed as time and materials, per the rates set forth on Exhibit A – Customer Rate Handbook/Sheet.

3.3 Invoices. County will invoice Customer for Fleet Services provided. Within twenty (20) days from transmittal of the invoice, Customer must:

- (1) Pay the invoice in full; or
- (2)(b) Dispute in writing any portion of the invoice that Customer believes is in error and should not be paid; and
- (2)(b) Pay the undisputed portion.

Invoices that are not disputed per this Section 3.3 are deemed accurate and complete.

3.4 Exclusivity. The parties intend that Customer will receive Fleet Services under this MOU only. Customer warrants and represents that it shall not acquire the same or similar Fleet Services from other entities or sources.

#### **4.0 TERM & TERMINATION**

4.1 The term of this MOU starts on the Effective Date and ends on January 31, 2015, unless sooner terminated or extended, in whole or in part, as provided in this MOU.

4.2 This MOU may be terminated by Customer or County with or without cause upon advance written notification at least thirty (30) days in advance.

#### **5.0 INDEMNIFICATION**

Notwithstanding any provision in this MOU to the contrary, whether expressly or by implication, each party shall indemnify, defend, and hold harmless the other, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with its respective acts and/or omissions and as such would be imposed in the absence of California Government Code Section 895.2.

#### **6.0 ADMINISTRATION**

6.1 The Customer's Project Director is designated as follows:

[to be provided]

6.2 The County's Project Director is designated as follows:

Marie Nunez,  
Division Manager – Contracts Administration  
Los Angeles County - Internal Services Department  
1100 N. Eastern Avenue  
Los Angeles, CA 90063  
Phone: 323.267.2492; FAX: 323.263.5286  
[mnunez@isd.lacounty.gov](mailto:mnunez@isd.lacounty.gov)

6.3 The County's Project Manager is designated as follows:

Randy Martin,  
Section Manager – Fleet Services  
Los Angeles County - Internal Services Department  
1104 N. Eastern Avenue  
Los Angeles, CA 90063  
phone: 323.881.3742  
fax: 323.262.4941  
[rmartin@isd.lacounty.gov](mailto:rmartin@isd.lacounty.gov)

6.4 The Customer and County must promptly notify the other in writing of any change in personnel designated in this Section 6.0 (Administration).

## **7.0 NOTICES**

All notices required or permitted shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Section 6.0 (Administration).

## **8.0 AMENDMENTS**

This MOU may be changed by a duly authorized and executed written amendment only. No other writing, or any oral representation, is valid or enforceable.

## **9.0 NO ASSIGNMENT/DELEGATION**

The Customer must not assign its rights nor delegate its duties under this MOU. Any attempt to do so null and void.

## **10.0 AUTHORIZATION WARRANTY**

The Customer represents and warrants that the person executing this MOU on its behalf is an authorized agent who has actual authority to bind the Customer to each and every term, condition, and obligation of this MOU, and that all requirements of the Customer have been fulfilled to provide such actual authority.

## **11.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This MOU is governed by, and construed in accordance with, the substantive and procedural laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU, and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.





**MEMORANDUM OF UNDERSTANDING**  
**VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES**

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**AUTHORIZED SIGNATURES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Memorandum of Understanding to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and Contractor has caused this Memorandum of Understanding to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director  
Internal Services Department

By \_\_\_\_\_  
Customer (City Council)

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

LYNWOOD CITY ATTORNEY

By \_\_\_\_\_  
Elizabeth Friedman  
Principal Deputy County Counsel

By \_\_\_\_\_  
Signature  
Printed Name \_\_\_\_\_