



# County of Fresno

## INTERNAL SERVICES DEPARTMENT

Facilities • Fleet • Graphics • Purchasing • Security • Technology

### PROCUREMENT AGREEMENT

Agreement Number P-22-048

March 22, 2022

Verizon Connect NWF Inc.  
9868 Scranton Road  
San Diego, CA 92121

The County of Fresno (County) hereby contracts with Verizon Connect NWF Inc. (Contractor) to provide fleet management software for vehicle tracking in accordance with the text of this agreement, Attachment "A", and Sourcewell contract number 020221-NWF by this reference made a part hereof.

**TERM:** This Agreement shall become effective April 1, 2022 and shall remain in effect through March 31, 2023 or such earlier date the Sourcewell contract 020221-NWF terminates.

**EXTENSION:** This Agreement may be extended for an additional one (1) year periods by the mutual written consent of all parties, subject further to the Sourcewell contract 020221-NWF remaining in effect.

**MINIMUM ORDERS:** Unless stated otherwise there shall be no minimum order quantity. The County reserves the right to increase or decrease orders or quantities.

**CONTRACTOR'S SERVICES:** Contractor shall perform the services as described in Attachment "A" attached, at the rates set forth in Attachment "A".

**ORDERS:** Orders will be placed on an as-needed basis by County of Fresno Internal Services – Fleet Services under this contract.

**PRICES:** Prices shall be firm for the contract period. Any pricing increases which may take place during the life of the contract must be submitted in writing to the County of Fresno Purchasing Manager.

**MAXIMUM:** In no event shall services performed and/or fees paid under this Agreement be in excess of One Hundred Sixty-Seven Thousand Five Hundred and Twenty Dollars (\$167,520.00).

**ADDITIONAL ITEMS:** The County reserves the right to negotiate additional items to this Agreement as deemed necessary. If agreed by both parties, such additions shall be reduced to writing and signed by both parties.

**DELIVERY:** The F.O.B. Point shall be the destination within the County of Fresno. All orders shall be delivered complete as specified. All orders placed before Agreement expiration shall be honored under the terms and conditions of this Agreement.

**DEFAULT:** Intentionally Omitted.

333 W. Pontiac Way, Clovis, CA 93612 / (559) 600-7110

*\* The County of Fresno is an Equal Employment Opportunity Employer \**

**PROCUREMENT AGREEMENT NUMBER: P-22-048****Page 2****Verizon Connect NWF Inc.****March 22, 2022**

**INVOICING:** An itemized invoice shall be sent to requesting County department in accordance with invoicing instructions included in each order referencing this Agreement. The Agreement number must appear on all invoices. Invoice terms shall be Net 30 Days.

**INVOICE TERMS:** Net thirty (30) days from the date of invoice.

**TERMINATION:** The County reserves the right to terminate this Agreement without cause upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

**LAWS AND REGULATIONS:** The Contractor shall comply with all laws, rules and regulations whether they be Federal, State or municipal, which may be applicable to Contractor's business, equipment and personnel engaged in service covered by this Agreement.

**AUDITS AND RETENTION:** Terms and conditions set forth in the agreement associated with the purchased goods are incorporated herein by reference. In addition, the Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**LIABILITY:** The Contractor agrees to:

Pay all claims for damage to property in any manner caused by Contractor

Indemnify, save and hold harmless, and at County's request defend the County, its officers, agents and employees from any and all claims for damage or other liability, including costs, expenses (including attorney's fees and costs), causes of action, claims or judgments resulting out of or in any way connected with Contractor's (including, its agents, officers or employees) negligent performance or failure to perform under this Agreement.

**INSURANCE:** Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. **Commercial General Liability:** Commercial General Liability Insurance with limits of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage and Four Million Dollars (\$4,000,000.00) general aggregate including products/completed operations, , contractual liability, Explosion-Collapse- Underground and fire legal liability.
- B. **Automobile Liability:** Comprehensive Automobile Liability Insurance with limits of One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage covering all owned, non-ownee and hired vehicles. Coverage should include any auto used in connection with this Agreement.

**PROCUREMENT AGREEMENT NUMBER: P-22-048****Page 3****Verizon Connect NWF Inc.****March 22, 2022**

- C. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance indulging the County of Fresno, its officers, and employees as additional insureds as their interest may appear under this Agreement, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. Upon receipt of notice from its insurer(s) Licensee shall provide the County with thirty (30) days advance written notice of cancellation of any required coverage.

Contractor hereby waives its right to recover from County, its officers and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within Thirty (30) days from the date Contractor signs and executes this Agreement, Contractor shall provide certificates of insurance and a blanket additional insured endorsement on the commercial general liability and automobile liability as stated above and as required herein, to the **County of Fresno, Ken Christiansen 4551 E Hamilton Ave., Fresno, CA 93702**, stating that such insurance coverage have been obtained and is in full force and; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein.

**Certificates of Insurance are to include the contract number in the Description of Operations box.**

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed, authorized or permitted to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A-: VII.

COMING ON COUNTY PROPERTY TO DO WORK: Contractor agrees to provide maintain and furnish proof of Comprehensive General Liability Insurance with limits of not less than \$500,000 per occurrence.

INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor

**PROCUREMENT AGREEMENT NUMBER: P-22-048****Page 4****Verizon Connect NWF Inc.****March 22, 2022**

shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

AMENDMENTS: This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, Request for Proposals, Bids and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement supersedes any and all terms set forth in Contractor's invoice in the event of conflict. This Agreement may be amended only by written addendum signed by both parties.

INCONSISTENCIES: In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) Sourcewell contract number 020221-NWF; (2) Verizon Connect Additional Terms and Conditions; (3) the text of this Agreement (excluding Attachment "A", and Sourcewell agreement number 020221-NWF); .

GOVERNING LAWS: This Agreement shall be construed, interpreted and enforced under the laws of the State of California. Venue for any action shall only be in County of Fresno.

ELECTRONIC SIGNATURES: The parties agree that this Agreement may be executed by electronic signature as provided in this section.

- A. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature.
- B. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- C. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- D. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

Please acknowledge your acceptance by returning **all pages** of this Agreement to my office via email.

Please refer any inquiries in this matter to Crystal Nino, Purchasing Technician, at 559-600-7113 or [cnino@fresnocountyca.gov](mailto:cnino@fresnocountyca.gov).

**PROCUREMENT AGREEMENT NUMBER: P-22-048**

**Page 5**

**Verizon Connect NWF Inc.**

**March 22, 2022**

**FOR THE COUNTY OF FRESNO**

---

Gary E. Cornuelle  
Purchasing Manager  
333 W. Pontiac Way  
Clovis, CA 93612

GEC:cn

**PROCUREMENT AGREEMENT NUMBER: P-22-048****Page 6****Verizon Connect NWF Inc.****March 22, 2022****CONTRACTOR TO COMPLETE:**Company: Verizon Connect NWF Inc.

Type of Entity:

☐ Individual☐ Limited Liability Company☐ Sole Proprietorship☐ Limited Liability Partnership☒ Corporation☐ General Partnership9868 Scranton RoadSan DiegoCA92121

Address

City

State

Zip

(858) 450-3245nwf.ar@verizon.com

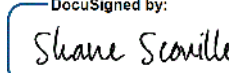
TELEPHONE NUMBER

FAX NUMBER

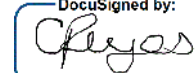
E-MAIL ADDRESS

Print Name &  
Title:Shane Scoville, President Chief Executive OfficerPrint Name & Title: Christy Reyes, Assistant Secretary

Signature:

DocuSigned by:  
  
8852D3ACAB3C4C1...

Signature:

DocuSigned by:  
  
300EFA793C3C479...

**ACCOUNTING USE ONLY**

ORG No.: 8910

Account No.: 7309

Requisition No.: 8912200541

(09/2021)

## SERVICES ORDER FORM

P-22-048 Attachment 'A'

Customer Service: 1-844-617-1100

Customer Service:

[reveal.support@verizonconnect.com](mailto:reveal.support@verizonconnect.com)[www.verizonconnect.com](http://www.verizonconnect.com)

## GENERAL INFORMATION

Order Date: November 22, 2021		Customer Reference Number:		VCF Salesperson Name: Karla illia	Region: CA
Company Name: Fresno County				Officer or Owner: Gary Cornuelle	Telephone: (559) 600-7110
Address (Mailing or Invoicing Address): 4551 E HAMILTON AVE				Officer/Owner Email Address: gcornuelle@fresnocountyca.gov	Cell Phone:
City: FRESNO	State: CA	Zip Code: 93702-4531	Installation Contact if other than Officer/Owner:		Telephone:
Please advise your VCF scheduler if there are multiple shipping or installation addresses			Accounts Payable Contact, if other than Officer/Owner:		Telephone:
			Email:		

## SUBSCRIPTION SERVICES:

QUANTITY	DESCRIPTION	MONTHLY PER UNIT FEE	MONTHLY TOTALS
400	Vehicle Tracking Subscription	17.45 USD	6980.00 USD
400	Driver ID Subscription	0.00 USD	0.00 USD
400	Engine Connect Data Subscription	0.00 USD	0.00 USD

TOTAL MONTHLY AMOUNT			6980.00 USD	
<b>Agreement Length:</b> 12 Months from the Subscription Start Date. The "Subscription Start Date" is the earlier of (i) the date of installation of any Equipment or (ii) 90 days from the execution of the Services Order Form. Billing for each ordered subscription shall start at the earlier of (i) the date of installation of the applicable Equipment or (ii) 90 days from the execution of this Services Order Form.			Excludes Applicable Taxes and Fees	
ONE-TIME FEES (per Occurrence):				
QUANTITY	DESCRIPTION		AMOUNT	EXTENDED PRICE
1200	Key Fob ID		0.00 USD	0.00 USD
Total One-Time Fees			0.00 USD	
COVERT INSTALLATION: Unknown			EXCLUDES APPLICABLE TAXES AND FEES	

## ORDER TERMS:

Customer agrees that the purchase and/or licensing of the products and/or services set forth in this order is subject to the terms and conditions in the contract between Verizon Connect NWF Inc. (VCN) (formerly Networkfleet, Inc.) and Sourcewell (formerly NJPA) (Contract #020221-NWF) that are in effect as of the date the order was received by VCN ("Sourcewell Contract"). The Sourcewell Contract terms and conditions are available at <https://www.sourcewell-mn.gov/cooperative-purchasing/020221-nwf>. If, in accordance with the terms of the Sourcewell Contract, Customer and VCN have executed an additional separate written agreement ("Customer Addendum") with respect to the products and/or services set forth in this order, the terms and conditions set forth in the Customer Addendum shall also apply with respect to the products and/or services set forth in this order.

## INSTALLATION NOTES (not valid for changes to billing, payment or other contract terms):

Customer Name: Fresno County	
By (signature): 	Date: Nov-22-2021

86C87EC0C9B842C...