

MASTER AGREEMENT FOR
VEHICLE WASHING SERVICES

THIS MASTER AGREEMENT ("Agreement") is made and entered into this 31st day of October, 2017, between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and each of those providers who are signatories to this Agreement and listed in Attachment A and hereinafter referred to individually as "CONTRACTOR" and collectively as "CONTRACTORS," as the case may be, and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY.

WITNESSETH

WHEREAS, the COUNTY, has a need for regular vehicle washing services in various geographical locations; and

WHEREAS, COUNTY issued Request for Statement of Qualifications No. 17-089 and Addendum 1 thereto which solicited proposals from qualified vendors to provide vehicle washing services, in accordance with specific terms, conditions and requirements (collectively, the "RFSQ"); and

WHEREAS, COUNTY desires to enter into an agreement with each CONTRACTOR listed on Attachment A in order to expeditiously provide for the COUNTY's needs for the aforementioned vehicle washing services from CONTRACTORS; and

WHEREAS, CONTRACTORS are willing and able to provide the above-described services in accordance with COUNTY'S needs subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the promises set forth herein, the parties agree as follows:

SECTION 1. -- SERVICES

CONTRACTORS shall provide all services in accordance with the specifications, requirements, terms, conditions, etc. of the RFSQ and at the rates set forth in the such

1 individual CONTRACTOR's proposal in response to the RFSQ (each a "Response"). No
2 CONTRACTOR shall be obligated by any Response submitted by any other CONTRACTOR to
3 COUNTY's RFSQ.

4 COUNTY's RFSQ and each CONTRACTOR's Response are incorporated by reference
5 herein and made a part of this Agreement. The originals of such documents shall be maintained
6 by COUNTY'S Purchasing Manager at 4525 East Hamilton Avenue, Fresno, California. The
7 Director of Internal Services/Chief Information Officer (CIO), reserves the right at any time
8 during the term of this Agreement to add new CONTRACTORS to those listed in Attachment A.
9 It is understood any such additions will not affect compensation paid to any other
10 CONTRACTOR, and therefore such additions may be made by COUNTY without notice to or
11 approval of any other CONTRACTOR under this Agreement. CONTRACTORS also agree that
12 inclusion on Attachment A does not constitute a guarantee or promise that any CONTRACTOR
13 shall provide any certain amount of work or services to COUNTY under this Agreement..

14 **SECTION 2. -- REQUESTS FOR SERVICES**

15 When services are required by the COUNTY, vehicles will be presented at the
16 CONTRACTOR'S place of business and the vehicles will be washed. CONTRACTOR will
17 invoice the COUNTY in accordance with Section 6. In the case of mobile services provided at
18 COUNTY locations, the COUNTY will contact the CONTRACTOR to request services.

19 **SECTION 3. -- PERFORMANCE STANDARDS**

20 CONTRACTORS performing services on behalf of the COUNTY are expected to do so
21 in a professional and competent manner. COUNTY may terminate the services of any
22 CONTRACTOR obtained through this Agreement at any time if, in the opinion of the COUNTY,
23 the services delivered by that individual are unsatisfactory. The COUNTY will provide written
24 notification of termination and the reasons for said termination to the CONTRACTOR.

25 **SECTION 4. -- EFFECTIVE DATE; TERM OF AGREEMENT; EXTENSION(S)**

26 The term of this Agreement shall be for a period of three (3) years,
27 commencing on November 1, 2017, through and including October 31, 2020. This Agreement

1 may be extended for two (2) additional consecutive twelve (12) month periods upon written
2 approval of both COUNTY and CONTRACTOR, no later than thirty (30) days prior to the first
3 day of the next twelve (12) month extension period. The CIO or his or her designee is
4 authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's
5 satisfactory performance.

6 **SECTION 5. – COMPENSATION**

7 COUNTY agrees to pay each CONTRACTORS for services satisfactorily performed
8 hereunder and each CONTRACTOR agrees to receive compensation as described in such
9 CONTRACTOR'S Response to the RFSQ. This compensation is the sole consideration to be
10 paid CONTRACTORS hereunder and includes provisions for all costs and expenses
11 whatsoever, including, without limitation, travel, lodging, or meal expenses. No other amounts
12 shall be billed to or paid by COUNTY in connection with any services hereunder.

13 In no event shall the total compensation paid to CONTRACTORS for the initial 3-year
14 term of this Agreement exceed the sum of \$350,000.00. In the event this Agreement is
15 extended as provided for in Section 4, the maximum compensation paid to CONTRACTORS for
16 each of the possible two (2) one (1) year extensions, shall not exceed an additional \$125,000.00
17 for each one (1) year extension.

18 **SECTION 6. -- INVOICING**

19 CONTRACTORS shall submit monthly invoices on the first day of the month for the
20 services provided to the COUNTY by CONTRACTORS during the previous month.
21 CONTRACTORS shall submit a separate invoices as follows: one invoice for services provided
22 to COUNTY's Fleet Service vehicles and a separate invoice for services provided to Sheriff's
23 Office vehicles. Each such invoice must clearly identify the CONTRACTOR'S name, remittance
24 address, contact information, and the month & year in which such services were performed.
25 Each invoice shall be accompanied by a formatted report containing the CONTRACTOR's
26 name, the month and year that the services were rendered, and the following information for
27 each vehicle washed: date, time, County Equipment Number (vehicle number), vehicle license

1 plate number, department identification, and the cost for each wash. Invoices for Fleet Service
2 vehicles shall be submitted to The County of Fresno, ISD, ATTN: Business Office (A/P Division),
3 333 W. Pontiac Way, Clovis, CA 93612. Invoices for the Sheriff's Office shall be submitted to
4 Fresno County Sheriff's Office, 2200 Fresno Street, Fresno, CA 93721. COUNTY shall make
5 payment to CONTRACTORS no more than forty-five (45) days after receipt and approval of said
6 invoice, which shall be approval shall be given upon verification of satisfactory performance.

7 **SECTION 7. -- INDEPENDENT CONTRACTORS**

8 In performance of the work, duties, and obligations assumed by CONTRACTORS under
9 this Agreement, it is mutually understood and agreed that CONTRACTORS, including any and
10 all of CONTRACTORS' officers, agents, and employees will at all times be acting and
11 performing as independent contractors, and shall act in a independent capacity and not as an
12 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
13 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or
14 method by which CONTRACTORS shall perform their work and function. However, such
15 methods must be compatible with COUNTY'S standards and result in satisfactory and timely
16 completion of the work assigned, and the quality and quantity of work produced must be
17 acceptable to the COUNTY. The COUNTY shall retain the right to administer this Agreement so
18 as to verify that CONTRACTORS are performing their obligations in accordance with the terms
19 and conditions herein. CONTRACTORS and COUNTY shall comply with all applicable
20 provisions of law and the rules and regulations, if any, of governmental authorities having
21 jurisdiction over matters the subject thereof.

22 Because of their status as independent contractors, CONTRACTORS shall have
23 absolutely no right to employment rights and benefits available to COUNTY employees.
24 CONTRACTORS shall be solely liable and responsible for providing to, or on behalf of, their
25 employees all legally required employee benefits. In addition, CONTRACTORS shall be solely
26 responsible and hold the COUNTY harmless from all matters relating to payment of
27 CONTRACTORS' employees, including compliance with Social Security withholding, and all

1 other regulations governing such matters. It is acknowledged that during the term of this
2 Agreement, CONTRACTORS may be providing services to others unrelated to the COUNTY or
3 to this Agreement.

4 **SECTION 8. -- TERMINATION OF AGREEMENT**

5 This Agreement may be terminated for the following reasons:

6 A. Non-Allocation of Funds - The terms of this Agreement and any extensions thereof, and the
7 services to be provided hereunder, is contingent on the approval of funds by the appropriating
8 government agency. Should sufficient funds not be allocated, the services provided may be
9 modified, or this Agreement terminated at any time by giving the CONTRACTORS thirty (30)
10 days advance written notice.

11 B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement
12 in whole or in part, where in the determination of the COUNTY there is:

- 13 1. An illegal or improper use of funds;
- 14 2. A failure to comply with any term of this Agreement
- 15 3. A substantially incorrect or incomplete report submitted to the COUNTY;
- 16 or
- 17 4. Improperly performed service.

18 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
19 breach of this Agreement or any default which may then exist on the part of the
20 CONTRACTORS. Neither shall such payment impair or prejudice any remedy to the COUNTY
21 with respect to the breach or default. The COUNTY shall have the right to demand of the
22 CONTRACTORS the repayment to the COUNTY of any funds disbursed to the
23 CONTRACTORS under this Agreement, which in the judgment of the COUNTY were not
24 expended in accordance with the terms of this Agreement. CONTRACTORS shall promptly
25 refund any such funds upon demand.

1 C. Without Cause - Under circumstances other than those set forth above, this Agreement
2 may be terminated by either party upon the giving of thirty (30) days advance written notice of
3 an intention to terminate.

4 **SECTION 9. -- HOLD HARMLESS AND INDEMNIFICATION**

5 CONTRACTORS agree to indemnify, save, hold harmless, and at COUNTY'S request
6 defend the COUNTY, its officers, agents and employees, from any and all costs and expenses,
7 claims, suits, liabilities, losses and damages occurring or resulting to COUNTY in connection
8 with the performance, or failure to perform, by CONTRACTORS, their officers, agents or
9 employees under this Agreement, and from any and all costs and expenses, damages,
10 liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be
11 injured or damaged by the performance, or failure to perform, of CONTRACTORS, their officers,
12 agents or employees under this Agreement.

13 **SECTION 10. -- INSURANCE**

14 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or
15 any third parties, each CONTRACTOR, at its sole expense, shall maintain in full force and
16 effect, the following insurance policies throughout the term of this Agreement:

17 A. Commercial General Liability

18 Commercial General Liability Insurance with limits of not less than One Million Dollars
19 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This
20 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages
21 including completed operations, products liability, contractual liability, Explosion-Collapse-
22 Underground, fire legal liability or any other liability insurance deemed necessary because of the
23 nature of this contract.

24 B. Automobile Liability

25 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than
26 Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars
27 (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars

1 (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars
2 (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection
3 with this Agreement.

4 C. Professional Liability

5 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
6 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One
7 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual
8 aggregate.

9 D. Worker's Compensation

10 A policy of Worker's Compensation insurance as may be required by the California
11 Labor Code. CONTRACTOR shall obtain endorsements to the Commercial General Liability
12 insurance naming the County of Fresno, its officers, agents, and employees, individually and
13 collectively, as additional insured, but only insofar as the operations under this Agreement are
14 concerned. Such coverage for additional insured shall apply as primary insurance and any
15 other insurance, or self insurance, maintained by COUNTY, its officers, agents and employees
16 shall be excess only and not contributing with insurance provided under CONTRACTOR's
17 policies herein. This insurance shall not be cancelled or changed without a minimum of thirty
18 (30) days advance written notice given to COUNTY.

19 Within thirty (30) days from the date CONTRACTOR signs and executes this
20 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
21 above for all of the foregoing policies, as required herein to: County of Fresno, Robert Bash,
22 Director of Internal Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA 93612,
23 stating that such insurance coverages have been obtained and are in full force; that the County
24 of Fresno, its officers, agents and employees will not be responsible for any premiums on the
25 policies; that such Commercial General Liability insurance names the County of Fresno, its
26 officers, agents and employees, individually and collectively, as additional insured, but only
27 insofar as the operations under this Agreement are concerned; that such coverage for additional

1 insured shall apply as primary insurance and any other insurance, or self insurance, maintained
2 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with
3 insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be
4 cancelled or changed without a minimum of thirty (30) days advance, written notice given to
5 COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
6 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or
7 terminate this Agreement upon the occurrence of such event.

8 All policies shall be issued by admitted insurers licensed to do business in the State of
9 California, and such insurance shall be purchased from companies possessing a current A.M.
10 Best, Inc. rating of A FSC VII or better.

11 **SECTION 11. -- MODIFICATION**

12 Any matters of this Agreement may be modified from time to time by the written consent
13 of all the parties without, in any way, affecting the remainder.

14 **SECTION 12. -- NON ASSIGNMENT**

15 Neither CONTRACTOR nor COUNTY shall assign, transfer or sub-contract this
16 Agreement nor their rights or duties under this Agreement without the prior written consent of
17 the other party.

18 **SECTION 13. -- AUDITS AND INSPECTIONS**

19 CONTRACTORS shall at any time during business hours, and as often as the COUNTY
20 may deem necessary, make available to the COUNTY for examination all of its records and
21 data with respect to the matters covered by this Agreement. The CONTRACTORS shall, upon
22 request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
23 necessary to ensure CONTRACTORS' compliance with the terms of this Agreement. If this
24 Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTORS shall be subject to the
25 examination and audit of the State Auditor General for a period of three (3) years after final
26 payment under contract (Government Code Section 8546.7).

27 **SECTION 14. -- NOTICES**

1 The persons and their addresses having authority to give and receive written notices
2 under this Agreement include the following:

3
4 ///

5 ///

6 **COUNTY OF FRESNO**

CONTRACTORS

7 County of Fresno-ISD

As indicated on

8 Robert Bash,
9 Director of Internal Services/
Chief Information Officer
333 W. Pontiac Way, Clovis, CA 93612
10 isdbusinessoffice@co.fresno.ca.us

ATTACHMENT A

11 Any and all notices between the COUNTY and the CONTRACTORS provided for or
12 permitted under this Agreement or by law shall be in writing and shall be deemed duly served
13 when personally delivered to all of the parties, or in lieu of such personal service, when
14 deposited in the United States Mail, postage prepaid, addressed to such party, or by electronic
15 mail sent to CONTRACTOR at CONTRACTOR'S email address identified by the email address
16 on Attachment A, or if to COUNTY, at COUNTY'S email address noted above.

17 **SECTION 15. -- GOVERNING LAW**

18 Venue for any action arising out of or relating to this Agreement shall only be in Fresno
19 County, California. The rights and obligations of the parties and all interpretation and
20 performance of this Agreement shall be governed in all respects by the laws of the State of
21 California.

22 **SECTION 16. -- DISCLOSURE OF SELF-DEALING TRANSACTIONS**

23 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
24 for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR
25 changes its status to operate as a corporation.

26 Members of CONTRACTOR'S Board of Directors shall disclose any self-dealing
27 transactions that they are a party to while CONTRACTOR is providing goods or performing

1 services under this agreement. A self-dealing transaction shall mean a transaction to which the
2 CONTRACTOR is a party and in which one or more of its directors has a material financial
3 interest. Members of the Board of Directors shall disclose any self-dealing transactions that they
4 are a party to by completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit 1)
5 and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
6 immediately thereafter.

7 **SECTION 17. -- ENTIRE AGREEMENT**

8 This Agreement constitutes the entire agreement between CONTRACTOR and
9 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
10 negotiations, proposals, commitments, writings, advertisements, publications, and
11 understandings of any nature whatsoever unless expressly included in this Agreement. In the
12 event of any inconsistency in interpreting the documents which constitute this Agreement, the
13 inconsistency shall be resolved by giving precedence in the following order of priority: (1) the
14 text of this Agreement (excluding the RFSQ and Response thereto); (2) the COUNTY's RFSQ;
15 and (3) CONTRACTOR's Response to the RFSQ.

16 **SECTION 18. – LEGAL AUTHORITY**

17 Each individual executing this Agreement on behalf of a CONTRACTOR hereby
18 covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest
19 and deliver this Agreement on behalf of such entity, e.g. (without limitation), corporation, limited
20 liability company, limited partnership, partnership or sole proprietorship, in accordance with all
21 applicable formalities and under California law; (ii) that this Agreement is binding on such entity;
22 and (iii) that CONTRACTOR (as applicable) is a duly organized and legally existing corporation,
23 limited liability company, limited partnership, partnership or sole proprietorship in good standing
24 in the State of California.

// IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
hereinabove written.

CONTRACTOR

COUNTY OF FRESNO

See Attachment A



Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk to the Board of Supervisors
County of Fresno, State of California

By: _____



Deputy

FOR ACCOUNTING USE ONLY:

ORG: 8910 / 3111 MULTIPLE

ACCT/ FUND: 7205/ 0001 MULTIPLE/MULTIPLE

ATTACHMENT A

LISTING OF VENDORS AND SIGNATURE PAGES ATTACHED TO THIS AGREEMENT

Belmont Car Wash
469 N. Clovis Ave.
Fresno, CA 93727

Serge Haitayan, Owner
Telephone: (559) 251-6082
FAX: (559) 251-5029
Email: serge@belmontcarwash.net

Great American Car Wash
3854 N Blackstone Ave.
Fresno, CA 93726

AJ Rassamni, President
Telephone: (559) 222-1818
FAX: (559) 222-1813
Email: info@carwashfresno.com

DNCS Fleetwash
29944 Wake Court
Canyon Lake, CA 92587

Dave Nahay, Owner
Telephone: (800) 600-1330
FAX: (951) 244-3377
Email: jnahay@verizon.net

// IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR


(Authorized Signature)

Dave Nahay, Owner

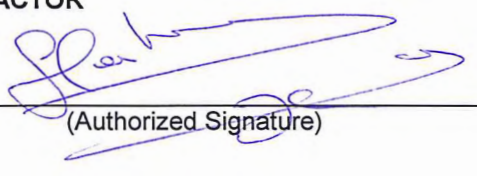
Email Address for Notices: jnahay@verizon.net

Mailing Address:
DNCS Fleetwash
29944 Wake Court
Canyon Lake, CA 92587

Telephone: (800) 600-1330
FAX: (951) 244-3377

// IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR



(Authorized Signature)

Serge Haitayan, Owner

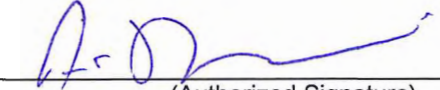
Email Address for Notices: serge@belmontcarwash.net

Mailing Address:
Belmont Car Wash
469 N. Clovis Ave.
Fresno, CA 93727

Telephone: (559) 251-6082
FAX: (559) 251-5029

// IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR


(Authorized Signature)

AJ Rassamni, President

Email Address for Notices: info@carwashfresno.com

Mailing Address:
Great American Car Wash
3854 N Blackstone Ave
Fresno, CA 93726

Telephone: (559) 222-1818
FAX: (559) 222-1813

EXHIBIT 1

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	