

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF AGREEMENT WITH
TELECTRAC NAVMAN US LTD.

)
) Resolution No. 2018-0503
) Agreement No. 28693
)

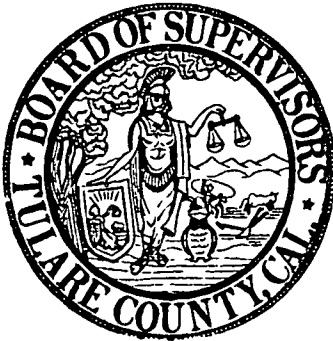
UPON MOTION OF SUPERVISOR ENNIS, SECONDED BY SUPERVISOR
CROCKER, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS,
AT AN OFFICIAL MEETING HELD JUNE 26, 2018, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, WORTHLEY,
AND ENNIS

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE



ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY:


Deputy Clerk

* * * * *

1. Approved an agreement with Teletrac Navman US Ltd. in an amount not to exceed \$172,530 per fiscal year, to provide vehicle GPS equipment and monitoring services for the County, for the period of July 1, 2018 to June 30, 2019.
2. Authorized the Chairman to sign the Agreement.



**GENERAL SERVICES AGENCY
FLEET SERVICES
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: June 26, 2018 - **REVISED**

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

CONTACT PERSON: Maria Benavides PHONE: 559-624-7223

SUBJECT: Agreement with Teletrac Navman US Ltd.

REQUEST(S):

That the Board of Supervisors:

1. Approve an agreement with Teletrac Navman US Ltd. in an amount not to exceed \$172,530 per fiscal year, to provide vehicle GPS equipment and monitoring services for the County, for the period of July 1, 2018 to June 30, 2019.
2. Authorize the Chairman to sign the Agreement.

SUMMARY:

The County utilizes GPS monitoring services to protect the County's fleet vehicles and employees. Equipment is installed in County-owned vehicles and provides information regarding the location of vehicles as well as other vehicle and travel information.

The County has utilized the vendor Fleet Analytics for GPS services since July 2017. However, there have been data compatibility issues with other equipment being used in County fleet that the vendor has been unable to resolve. As such, Fleet Services began testing equipment through Teletrac Navman US Ltd. (Teletrac), and it has proven to be compatible. Therefore, it is recommended that the agreement for GPS Services with Fleet Analytics not be renewed when it expires on June 30, 2018 and that Fleet Services acquires the services of Teletrac beginning July 1, 2018.

The General Services Agency's Fleet Services Division manages GPS services for

SUBJECT: Agreement with Teletrac Navman US Ltd.

DATE: June 26, 2018

all County Departments, eliminating the need to duplicate services. County Departments will have the ability through Fleet Services to meet their own unique requirements. There will be minimum training required and the software can be easily customized to meet business needs as requested.

Staff is requesting that the Board approve an agreement with Teletrac effective July 1, 2018 through June 30, 2019. This agreement may be extended for two (2), one (1) year periods by mutual consent of the parties. This new agreement will replace the existing agreement and ensure there are no interruptions in service. The monthly cost per vehicle is \$31.95 for an amount not to exceed \$172,530 per fiscal year. The annual total is based on approximately 450 vehicles that currently have GPS monitoring at a rate of \$31.95 per vehicle per year.

The agreement deviates substantively from County contract protocol because it contains a limitation of liability provision for Teletrac Navman and the indemnification language has been altered slightly at the request of Teletrac Navman.

FISCAL IMPACT/FINANCING:

The General Services Agency's Fleet Services Division's Fiscal Year 2018/19 budget line 070-070-7200-7043 includes the cost of the agreement with Teletrac Navman US Ltd. for GPS Services.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's Strategic Business Plan includes the Organizational Performance Initiative to provide continuous improvement of organizational effectiveness. This GPS equipment will serve a vital part in the County infrastructure to support better service delivery for employees.

ADMINISTRATIVE SIGN-OFF:



Richard Lamb
Fleet Services Manager

cc: County Administrative Office

Attachment(s) Agreement with Teletrac Navman US Ltd.

COUNTY OF TULARE
SERVICES AGREEMENT
AGREEMENT FOR GPS SERVICES

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **TELETRAC NAVMAN US LTD.** ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. COUNTY and CONTRACTOR desire to enter into this Agreement, effective July 1, 2018 to June 30, 2019, pursuant to which the CONTRACTOR is to provide GPS Equipment and Monitoring Services as specified in the scope of work.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2019 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement. The agreement may be extended for two (2), one (1) year periods by mutual consent of the parties.
- 2. SERVICES:** See attached **Exhibit A "Scope of Work"**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B "Pricing"**
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY OF TULARE
SERVICES AGREEMENT
AGREEMENT FOR GPS SERVICES**

COUNTY:

General Services Agency
5953 S Mooney Blvd
Visalia, CA 93277
Phone: (559) 624-7227
Fax: (559) 624-1022

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

TELETRAC NAVMAN US LTD.
2700 Patriot Boulevard, Suite 200
Glenview, IL 60026
Phone No.: 866-527-9896
Cell: 619-540-6505
Email: john.gray@teletracnavman.com

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

7. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

8. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**COUNTY OF TULARE
SERVICES AGREEMENT
AGREEMENT FOR GPS SERVICES**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

TELETRAC NAVMAN US LTD.

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: _____

By _____
Deputy Clerk

Approved as to Form
County Counsel

Date: _____

By _____
Deputy
Matter # 2018742

EXHIBIT A
SCOPE OF WORK

Project Definition			Scope of Work	
Page 1 of 2				
1.1 Client and Project Information				
Name of Client/Organization County of Tulare			Name of Project Teletrac Navman Fleet Management Solution	
Name of Contact Person Richard Lamb			Project Location Visalia, CA	
Contact's Mailing Address 14097 Avenue 256			City Visalia	State CA
City Visalia	State CA	Zip Code 93292	E-mail Address of Contact Person rlamb@co.tulare.ca.us	
Telephone Number Ext. (559) 636-4072			Fax Number (559) 733-6712	
1.2 Project Description:				
The County of Tulare is looking to electronically track and monitor vehicles in their fleet. They are also looking to have odometer readings and codes integrated into their Fleet Head Office (FHO) software.				
1.3 Commencement Date:				
Installation of the devices will begin within two weeks of the signing of the contract or at a date that is satisfactory to the County of Tulare.				
1.4 Units to be monitored:				
The County of Tulare will provide Teletrac Navman with a listing of all of the assets they would like to monitor. The County has the right to add or delete vehicles as required.				
1.5 Timeline of Project:				
Start of Contract: July 1, 2018		Completion of Contract: June 30, 2019		
1.6 Company Goals:				
The County of Tulare seeks to accomplish the following goals with the installation of the Teletrac Navman devices:				
<ul style="list-style-type: none"> a.) Ability to track vehicle location b.) Ability to provide accurate odometer readings and have them integrated into FHO. c.) Ability to provide bread crumbing to show vehicle activity d.) Ability to schedule and track maintenance 				

EXHIBIT A
SCOPE OF WORK

1.7 Installation of Teletrac Navman Units:

Once an agreement has been reached, Teletrac Navman will contact the customer to set up a time to complete the installation of all GPS units. Installation will be done at a time and location that is convenient for both the customer and the Teletrac Navman installer. Units will be installed upon request throughout the term of the contract.

1.8 Additional Requirements and / or Conditions:

The County of Tulare agrees to provide access to all of the vehicles they wish to track so that the Teletrac Navman installers can install the units in a timely manner.

EXHIBIT B
PRICING

Qube 300 with V-Pod and Integration with Fleet Head Office (FHO)

\$31.95 per vehicle / per month

The pricing listed above includes the Qube 300, a V-Pod connection to the OBDII port or a J-Pod connection to the J-Bus, depending on the vehicle as well as integration with FHO to provide odometer readings. Pricing based on 36 months. This agreement is one year with the option for two (2), one (1) year periods by mutual consent of the parties)

NON-PROFESSIONAL SERVICES

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance at least as broad as ISO CG 20 01 01 13 as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this*

provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.