

COOPERATIVE VEHICLE AND FUEL AGREEMENT

This Agreement is made this _____ day of _____, 2020, by and between PRINCE GEORGE'S COUNTY, MARYLAND, a body corporate and politic ("the County"), and the TOWN OF COTTAGE CITY, a body corporate and politic ("the Town") ~~Police Department, MD.~~

WHEREAS, Section 602 of the County Charter and Section 10A-146 of the County Code, 1999 Edition (2000 Supplement) authorizes the County to participate in cooperative purchasing and service arrangements with other jurisdictions; and

WHEREAS, Section 55 of the Town Charter and Section 14-8 of the Town Code authorizes the Commissioners to contract directly with state or local governments or agencies thereof for services when the service to be performed is now being performed by the state or a local jurisdiction; and

_____ WHEREAS, the County operates a Vehicle Maintenance Facility with branches throughout the County ("the Facility") for maintenance and repair of County-owned vehicles; and

WHEREAS, the Cottage City Police Department, MD, as a department and agency of the Town government, desires to have its vehicles maintained and repaired on an as-needed basis at the County's Facility; and

WHEREAS, the Cottage City Police Department, MD also desires to have access to and use of the County's fuel facilities, and

WHEREAS, the County has expressed a willingness to provide the Cottage City Police Department, MD with services routinely provided the County at the Facility, and to grant the Cottage City Police Department, MD access to and use of the County's fuel facilities.

NOW THEREFORE, the County and the Cottage City Police Department, MD mutually agree as follows:

1. Fuel: The Cottage City Police Department, MD shall have access to and use of the automated fuel sites run by the County under the terms provided.

2. Services: On an as-needed basis, the County shall provide vehicle maintenance services which will include as-needed repairs (together with necessary parts), preventative maintenance and retention of historical maintenance records of all vehicles. The COUNTY agrees to perform its work in the manner that such work is customarily provided, according to the professional standards that are applicable to the completion of this type of work.

3. Location: The vehicle maintenance services to be provided under this Agreement are to be performed at any County Vehicle Maintenance Facility, unless the County designates a specific facility.

4. Delivery: The Cottage City Police Department, MD, as an agency of the Town, shall be responsible for delivering and picking up vehicles requiring service to the Facility. If the County is required to deliver any vehicle, the Cottage City Police Department, MD shall be liable for all costs associated with the delivery.

5. Costs: The Town through the Cottage City Police Department, MD will be invoiced monthly for fuel consumption at the then current Council of Governments contract price for unleaded and diesel fuel peak load periods. The County shall charge the Cottage City Police Department, MD the performance of services (labor and parts) under this Agreement at rates charged to other users and calculated by the County's FA Fleet Maintenance System. Services shall be performed, and the County shall bill the Town through the Cottage City Police Department, MD by invoice or in such other manner found to be acceptable by the County. Payments are to be made to the Office of Finance for Prince George's County no later than twenty days after billing. The County agrees to waive any garageman's liens that may attach to Town police vehicles pursuant to Maryland law.

6. Priorities: Repair and maintenance of County-owned vehicles shall be given priority

during high peak load periods.

7. Warranties: Where the County is able to obtain manufacturer's warranties for replacement parts necessary for the maintenance and/or repair of any Cottage City Police Department, MD vehicles, the warranty shall be passed on to the Cottage City Police Department, MD. Otherwise, the County makes no warranties or representations as to replacement parts nor does the County warrant any rework on the vehicles belonging to the Cottage City Police Department, MD.

8. Premises Liability: The ~~Cottage City Police Department, MD~~ Town assumes the risk of entering County property from time to time and waives and releases the County from liability that may arise because of injury or damage to person or property while operating on County property. By entering into this Agreement, the Cottage City Police Department, MD does not waive any of the immunities, defenses or statutory caps to which it is entitled under state law.

9. Indemnify and Hold Harmless: To the extent permitted by law, each party to this Agreement shall (as an "Indemnitor") indemnify, defend and hold harmless the other party and its officers, officials, agents, employees and volunteers (collectively the "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees, collectively "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the parties to this Agreement that are the subject of the Claim or Claims may expeditiously meet to agree upon a common and mutual defense pursuant to this Agreement, including proportionate liability and proportionate payment of litigation fees, expenses and damages. ~~The Cottage City Police Department, MD shall save, defend and hold harmless the County from all damages, causes of~~

~~action, and judgments accruing in any way against the County, its officers, or any of its employees arising directly or indirectly from this Agreement.~~

10. Insurance: The ~~Cottage City Police Department, MD~~Town on behalf of its police department shall have in force and shall maintain, at its own expense, insurance in not less than the following amounts during the term of this Agreement:

1. Workmen's Compensation Insurance- covering employees as required by Maryland Law.
2. Comprehensive Bodily Injury and Property Damage Liability Insurance – Excluding automobiles owned or hired by the Cottage City Police Department, MD or loaned to the Cottage City Police Department, MD by the County, with limits as follows:
 - a. General Aggregate
(other than Products-Completed Operations) \$3,000,000
 - b. Products-Completed Operations Aggregate Limit \$1,000,000
 - c. Personal & Advertising Injury Limit \$1,000,000
 - d. Each Occurrence Limit \$1,000,000
3. Comprehensive Automotive Liability Insurance – Combined single limit of \$1,000,000 covering bodily injury and property.
4. Prince George's County shall be named as an additional insured party as shown below:

Prince George's County Government
Contract Administration and Procurement
1400 McCormick Drive, Suite 200
Largo, Maryland 20774

The Cottage City Police Department, MD acting as an agency of the Town shall, prior to Agreement execution, and during each year of the Agreement term, furnish to the Purchasing Agent certificates of insurance as evidence of such insurance coverage stated above. Such insurance certificates shall provide that the Purchasing Agent be

notified by the insurer at least (3) days prior to cancellation or material change of any such coverage. The certificate of insurance should be sent to:

Prince George's County Government
Office of Central Services
Fleet Management Division
Capitol Heights, Maryland 20743

11. Agreement Term: This Agreement shall continue in force and effect for five (5) years from the date here of unless terminated by the parties upon 30 days prior written notice and shall automatically renew annually thereafter, unless either Party provides the other with written notice of its intent not to renew this Agreement, as provided below.

12. Notices: Notice shall be deemed sufficient when given in writing to the following:

County
Director, Office of Central Services
1400 McCormick Drive
Suite 336
Largo, Maryland 20774

With copy to:

County Attorney
1301 McCormick Drive
Suite 4100
Largo, Maryland 20774

Representative Town
Chief of Police
The Cottage City Police Department, MD
3820 40th Avenue
Cottage City, Maryland 20722

With copy to:

Town Attorney, Cottage City
106B Defense Highway, Ste. A
Annapolis, Maryland 21401

IN WITNESS THEREOF, the parties have entered this Agreement on the date first written

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above.

COTTAGE CITY

~~The Cottage City Police Department, MD~~TOWN OF

Witness _____ BY: _____

Name:

~~Title~~Commissioner-Chair

Witness _____ PRINCE GEORGE'S COUNTY, MARYLAND

_____ BY: _____

Reviewed and Approval Recommended

Jonathan Butler, Director
Office of Central Services

<u>Legal Sufficiency</u> _____ <u>County Office of Law</u>	<u>Legal Sufficiency</u> _____ <u>Town Attorney</u>
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Legal Sufficiency

Office of Law