

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: General Services Agency

BOARD AGENDA: 5.B.8
AGENDA DATE: April 24, 2018

SUBJECT:

Approval of the Restated and Renewed Agreement to extend the Independent Contractor Services Agreement with Stan Boyett & Son, Inc. for Fuel Card Services to October 6, 2019

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0178

On motion of Supervisor Chiesa _____, Seconded by Supervisor Monteith _____
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini _____

Noes: Supervisors: None _____

Excused or Absent: Supervisors: None _____

Abstaining: Supervisor: None _____

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:



ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: General Services Agency

BOARD AGENDA:5.B.8
AGENDA DATE: April 24, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of the Restated and Renewed Agreement to extend the Independent Contractor Services Agreement with Stan Boyett & Son, Inc. for Fuel Card Services to October 6, 2019

STAFF RECOMMENDATION:

1. Approve the Restated and Renewed Agreement to extend the Independent Contractor Services Agreement with Stan Boyett & Son, Inc. for Fuel Card Services to October 6, 2019 to align with the City of Modesto's pricing agreement, and adjust the not-to-exceed limit from \$1,900,000 to \$3,200,000.
2. Authorize the Purchasing Agent to sign the Agreement identified above, and any subsequent amendments to the Agreements on behalf of the County.

DISCUSSION:

General Services Agency (GSA) maintains countywide agreements for a variety of goods and services, such as office supplies, fire extinguisher maintenance, and janitorial services. By combining the needs of multiple County departments, GSA is able to procure items and services at lower rates than would otherwise be possible. Among these agreements is Independent Contractor Agreement No. 31582 (Agreement), with Stan Boyett & Son, Inc. (Boyett), for the provision of fuel card services.

Use of the fuel card lock program is governed by the GSA Fleet Services Policy initially approved by the Board of Supervisors on March 12, 2013 and updated on June 15, 2016. GSA – Fleet Services oversees the program for all county departments with the exception of Public Works and the Department of Environmental Resources – Landfill Division. There are currently 758 fuel cards issued to County departments for use at participating card-lock stations for refueling County-owned vehicles, and rental cars. County-owned vehicles are fueled through the Public Works Morgan Road Shop, unless distance or workflow processes make the Public Works option too costly. In those instances, including County-approved travel, County authorized drivers may use the fuel card program to fuel County-owned vehicles. GSA Fleet Services reviews monthly statements prior to billing fuel costs to County departments.

The Board of Supervisors approved the existing Agreement with Boyett for fuel card services on November 25, 2014 by Resolution No. 2014-577. This Agreement provides services at discounted rates established by the competitive Request for Proposals process under RFP No. 0809-21, issued by the City of Modesto, and the resultant 5-

year agreement approved by the City Council on October 28, 2014. Such agreements are commonly referred to as “piggyback” agreements, and are permissible under Government Code § 6502 and § 6508.2 which allow public agencies to jointly exercise any power common to the contracting parties (Tucker Land Co. v. State of California (2001) 94 Cal.App. 4th 1191).

Departmental needs have increased since the Agreement was established in 2014, and while Board-approved departmental budgets provide sufficient appropriations, the Agreement itself must be adjusted to keep pace. Boyett has honored the pricing rates established under the Agreement on a month-to-month basis since November 30, 2016, and it is in the County’s best interest to extend this pricing while a new competitive solicitation is performed for a replacement agreement. GSA estimates the Boyett agreement saves County departments an average of \$.15 per gallon over retail prices, resulting in approximately \$150,000 in savings from November 2014 - November 2017, which is the latest date such data is available. Based on historical usage, GSA has estimated that the Agreement’s established \$1,900,000 not-to-exceed limit for the initial Agreement term should be increased to \$3,200,000 in order to cover the total five-year term. GSA is currently holding invoices totaling \$46,064.18 pending approval of this item.

Approval of the Restated and Renewed Agreement with Stan Boyett & Son, Inc. for Fuel Card Services extends the ability for the County to continue using the discounted price structure established by the City of Modesto’s agreement to October 6, 2019, which is coterminous with the City’s agreement.

The Restated and Renewed Agreement adjusts the not-to-exceed spending limits to cover the extended term, but changes no other provisions of the Agreement.

POLICY ISSUE:

The County’s purchasing policy requires Board of Supervisors approval for contracts exceeding \$100,000, based upon California Government Codes § 25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent.

FISCAL IMPACT:

Appropriations for departmental use of the Agreement are requested at the departmental level and therefore, no increase in appropriations is being requested as part of the Amendment.

Based on current usage trends and departmental budgets, GSA-Purchasing anticipates approximately \$3,200,000 will be spent during the entire term of the Agreement from November 24, 2014 through October 6, 2019.

BOARD OF SUPERVISORS’ PRIORITY:

The recommended actions are consistent with the Boards’ priority of *Delivering Efficient Public Services and Community Infrastructure* by providing cost-efficient contracted fuel services to County departments.

STAFFING IMPACT:

Existing General Services Agency staff will manage the existing agreement.

CONTACT PERSON:

Keith D. Boggs, GSA Agency Director/Purchasing Agent (209) 652-1514
Brad Diemer, Purchasing Manager (209) 525-6319

ATTACHMENT(S):

1. Restated and Renewed Agreement 4.23.18

**A RESTATED AND RENEWED AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Restated and Renewed Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Stan Boyett & Son, Inc., a California corporation, ("Contractor") as of April 24, 2018.

Recitals

WHEREAS, the County has a need for services involving retail fuel card services;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall include County, its Officers, Directors, Officials, Agents, Employees and volunteers as Additional Insureds under the General Liability and Auto policy and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. The Additional Insured endorsement under the Auto Liability will be "where required by written contract". All Insurance policies will include a Waiver of Subrogation in favor of County.

6.4 The Contractor's insurance coverage shall be primary insurance regarding County and County's officers, officials and employees. Any insurance or self-insurance maintained by County or County's officers, officials and employees shall be excess of Contractor's insurance and shall not contribute with Contractor's insurance. Any failure to comply with reporting provisions of the policies shall

not affect coverage provided to County, its officers, directors, officials, agents, employees and volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any available insurance proceeds in excess of the specified minimum limits required by this Agreement shall be available to County for defense and damages. The indemnity and insurance sections are stand alone and not dependent on each other for coverage limits

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising

from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or

compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a

waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:

Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Contractor:

President, Stan Boyett & Son, Inc.
601 McHenry Avenue
Modesto CA 95350

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the

parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

STAN BOYETT & SON, INC.

By: _____
Keith D. Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent

By: _____
Printed name: Kathleen H. Hollowell
Title: Chief Legal Officer

"County"

"Contractor"

APPROVED: BOS Resolution # 2018-017B

APPROVED AS TO CONTENT:
General Services Agency – Fleet Svcs Division

By: _____
Steven DeMass, Fleet Manager

APPROVED AS TO FORM:
John R. Doering, County Counsel

By: _____
Thomas E. Boze, Assistant County Counsel

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IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

STAN BOYETT & SON, INC.

By: 
Keith D. Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent

By: _____
Printed name: _____
Title: _____

"County"

"Contractor"

APPROVED: BOS Resolution # 2018-0178

APPROVED AS TO CONTENT:
General Services Agency – Fleet Svcs Division

By: 
Steven DeMass, Fleet Manager

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Thomas E. Boze, Assistant County Counsel

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EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. Contractor shall furnish fuel card-lock services (the Card System) for the purchase of fuel, on an ongoing basis, throughout the term of this agreement, within the County limits, and also providing a network of fueling stations throughout the state, as outlined in Exhibit "B" in the original contract, and in strict accordance with the conditions of this Agreement.
2. Fuel Card-lock Services:
 - a. Contractor shall provide all initial cards and any lost or stolen cards at no cost to the County during the life of this Agreement.
 - b. The Card System shall have the following features:
 - The ability to identify the equipment assigned to the card (i.e., assigned vehicle number);
 - The ability to identify the single person assigned to the card (i.e., personal identification; number, or PIN);
 - No keyed entry of operator identity or equipment identity shall be allowed.
 - Reporting system shall have the capability of identifying which cards are used for each transaction.
 - All County transactions shall be validated to cards issued to the County, and no other vendor card or PIN will access the County's account.
 - All cards issued to County personnel shall be from a validated list of County employees approved in writing by the County Fleet Manager.
 - The County shall have the ability to cancel (deactivate) employee PIN or vehicle card.
 - Employee, vehicle and mileage shall be validated on each transaction.
 - Transaction Limits shall be determined and implemented by the County's Fleet Manager.
3. Contractor shall perform the services contemplated herein in a professional and workmanlike manner under the direction of and to the satisfaction of the County's Fleet Services Manager.
4. Contractor shall provide the services and deliverables set forth herein at the following contracted costs:

Item Description	Price/Gallon (Mark-Up Margin)
Unleaded, 87 Minimum Octane	\$0.09
Unleaded, 91 Minimum Octane	\$0.09
Diesel, No. 2 Clear, Ultra Low Sulfur	\$0.09
Surcharge for accessing a non-vendor owned fuel network	\$0.09
Web access for daily fuel card-lock transactions (real time)	-No Charge-

NOTE: All fuel prices shall be billed on Daily Average OPIS Unbranded Low Stockton

5. In the case of a fuel shortage, the County's emergency and law enforcement vehicles must have priority over all other vehicles.
6. All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in Request for Proposal and Specification #1314-38 issued by the City of Modesto; the Contractor's responding proposal; Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, addenda and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable

together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement, and 3rd, the RFP.

B. COMPENSATION

The Contractor shall be compensated for the services and deliverables provided under this Agreement as follows:

1. Contractor shall submit itemized invoices to County twice per month as follows:

By US Mail:

Stanislaus County Fleet Services
Attn: Steven DeMass
448 E. Hackett Road
Modesto, CA 95358

OR

By Electronic Mail:

DeMassS@stancounty.com

2. Itemization shall include: transaction details; date; time; location fueled; equipment; truck driver; fuel type; quantity of fuel; and cost of fuel.
3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided hereunder during the initial 2-year term shall not exceed \$3,200,000.00 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

"3.1 The Term of this Agreement shall be from November 25, 2014 through October 6, 2019, coterminous with the City of Modesto pricing agreement awarded under RFP No. 8909-21, unless otherwise terminated as provided below."

D. REPRESENTATIVES

The parties' respective Project Managers shall be:

For County:

Steven DeMass, Fleet Manager
Stanislaus County GSA-Fleet Svcs. Div.
448 E. Hackett Road
Modesto CA 95356
(209) 558-3659
DeMassS@stancounty.com

For Contractor:

Seth Terry, Director of Sales
Boyett Petroleum
601 McHenry Road
Modesto, CA 95350
(209) 577-6000
sterry@boyett.net