

**AGREEMENT #9057**

**FORM OF PARTICIPATING AGENCY SUB AGREEMENT**

**CARDLOCK FUELING SERVICES**

**between**

***County of El Dorado and Hunt & Sons, LLC.***

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This CARDLOCK FUELING SERVICES AGREEMENT (“Agreement”), is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “Participating Agency or County”), and Hunt & Sons, LLC., a Delaware limited liability company (hereinafter referred to as “Contractor”).

**RECITALS:**

A. The Sacramento Area Council of Governments (“SACOG”) has entered into a Standard Agreement with the Contractor, dated August 23, 2024, to provide various forms of fuel products to certain participating SACOG member agencies and other eligible entities (the “SACOG Agreement”); and

B. County, a Participating Agency, desires to purchase cardlock fueling services from Contractor pursuant to the terms and conditions set forth below.

**AGREEMENT:**

NOW, THEREFORE, the parties agree as follows:

1. The provisions of SACOG Agreement #CT250004 (SACOG Agreement) are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to the Contractor’s provision of services to County.

Contractor agrees to furnish commercial cardlock fueling services for all County-owned vehicles in accordance with the locations listed in Exhibit A, attached to this Agreement, marked “Scope of Work and Pricing for Cardlock Fueling”, incorporated herein and made reference a part hereof; Services shall include, at a minimum:

- 24 hour fueling service available 7 days a week;
- Normal Business Hours – 7:00 a.m. – 6:00 p.m. Monday through Friday, and 8:00 a.m. – 12 p.m. on Saturdays. Toll Free Number (800-734-2999) available 24 hours, 7 days a week for emergencies, and during normal business hours for new and/or replacement card requests, technical support, and invoicing question;

- At least two (2) grades of gasoline as well as filtered diesel at all Pacific Pride sites, in accordance with Exhibit A.
- Vending Machines – Motor Oils – Chevron Supreme Motor Oil 10W/30 (quarts); Chevron Delo 400 Heavy Duty Motor Oil 15W/40 (quarts and gallons); Chevron Delo 400 Heavy Duty Motor Oil 30W (quarts and gallons);
- Windshield washer and towels provided to all locations;
- Air and water available at both Placerville and El Dorado Hills locations;
- Canopies at both Placerville and El Dorado Hills location, over sixteen feet (16') truck clearance;
- Each Fleet vehicle will be issued a “Vehicle” card. Each requested employee will be issued his/her own personal Driver Identification Number (“DIN”). The “DIN” must be used in conjunction with a “Vehicle” card which is assigned to each Fleet vehicle, allowing drivers to fuel vehicles within the County fleet (some account restrictions may apply);
- Card Security and Controls:
  - Card control (issuing new cards, making requested modifications to existing cars, and terminating existing cards, as directed by the authorized County contact): Contractor shall coordinate issuance, changing, and destruction of cards upon written approval of County’s Contract Administration or designee;
  - Programming of Cards: programming shall include, at a minimum:
    - Allocation by product
    - Odometer entries
    - User defined code to enable tracking of project costs or otherwise code transactions
    - Date and time activation control
    - Flexibility in resetting limits
    - Validating or invalidating access
    - Allocation by total purchase per product;
  - Initial Card Order: Contractor shall deliver all new cards to be used by County within two (2) weeks of receiving writing request from Contract Administrator or designee; and
  - Replacement Cards: Contractor shall deliver requested replacement cards within twenty-four (24) hours for any new and/or replacement card upon request from Contract Administrator or designee, except weekends and holidays, guarantee delivery on the next business day following the weekend or holiday;
- Training – Contractor shall furnish any necessary instruction or training to County staff on the use of the cardlock fueling system as requested at any time during the term of this Agreement;

- Video or digital surveillance cameras shall be used at the following locations and shall be retained for a period of one hundred twenty (120) days and shall be made available to County upon request:
  - Shingle Springs
  - Placerville

Reports shall be issued as hard copy via U.S. Mail or electronically on an as requested basis in a format to be determined by County's Purchasing Agent. All departmental requests for reports shall be approved by County's Purchasing Agent prior to release. Any costs associated with the preparation, production, and delivery of reports shall be solely borne by Contractor.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A. The estimated fuel requirements set forth on Exhibit A are estimates only and do not bind County to purchase that amount of fuel products.

3. County shall pay Contractor in arrears for cardlock fueling services in accordance with the rate schedule set forth in Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

For services provided herein, County agrees to pay Contractor bi-monthly in arrears. Prices shall be exempt from Federal Excise Tax, Sales Tax, Local Sale Tax, California Use Tax (Diesel), and California Motor Vehicle Fuel Tax (Gasoline) shall be listed separately on invoices and shall not be listed as components of the differential price. Prices shall be inclusive of any and all charges, levies, or fees not listed hereinabove and shall be components of the differential price.

Prompt payment(s) (within twenty [20] days from County's receipt of invoice) shall receive a deduction of 0.5% off the invoice total. Prompt payment discount terms shall apply regardless of payment method.

All bi-monthly invoices shall be sent directly to County Departments, broken out by organization code or sub account, and shall include the following information:

- Card number and assigned name or vehicle;
- Location of each purchase;
- Date of each purchase;
- Time of day of each purchase;
- Odometer reading;
- Type of product purchased;
- Price per gallon and product;
- Number of gallons by purchase;

- Net dollar amount for each purchase;
- Miles per gallon (if correct odometer is kept and all product is purchased through the cardlock)
- Total dollar amount for all cards on invoice;
- Breakdown of purchase by state; and
- Copy of the daily OPIS Price information sheet for each order delivered with each billing statement in accordance with Exhibit "A-2" of the SACOG Agreement.

Invoices shall be sent via U.S. Mail or electronically via e-mail or may be received in a format as determined by County's Purchasing Agent.

Prompt payment discount term (0.5%/20 days) is available with the following options:

- Payment via Check
- EFT (Electronic Funds Transfer)
  - Using County's bank ABA number and checking account, money is electronically withdrawn directly from County's bank account and deposited into Contractor's bank account. (May be done automatically once/twice a month or weekly depending upon County's preference.)
- Check by Fax
  - County faxes check (does not mail) then Contractor recreates the check and deposits immediately.
- Visa or MasterCard (P-Card)
  - County's Visa or MasterCard is used for payment either by County Consent (call in) or once/twice monthly automatically, depending upon County's preference.

Total amount of this Agreement shall not exceed five million dollars (\$5,000,000) for the three (3) year period, inclusive of authorized vending machine purchases in accordance with this Agreement.

4. Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- a. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

- b. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- c. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- d. In the event Contractor is a licensed professional or professional contractor and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- e. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- f. The insurance will be issued by an insurance company acceptable to County's Risk Management Division as evidence that the insurance required above is being maintained.
- g. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- h. The certificate of insurance must include the following provisions stating that:
  - i. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the County; and
  - ii. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the

general liability policy. A copy of the additional insured endorsement shall be provided to County.

- i. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers, Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- j. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- k. Any failure to comply with the reporting provisions of the policies shall no affect coverage provided to County, its officers, officials, employees, or volunteers.
- l. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of premiums or assessments under any policy issued by any insurance company.
- m. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- n. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- o. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

5. Other Special Terms and Conditions:

A. The term of this Agreement shall become effective upon final execution by both parties hereto and shall cover the period of December 1, 2024, through November 30, 2027.

B. Conflict of Interest:

The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who

are working for Contractor and performing work for County and who are considered to be consultant within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination as specified in Article 6.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement", incorporated herein and made reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

6. County shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving the Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested to Contractor at the address set forth next to its signature, below.

7. Contract Administrator:

County's Contract Administrator for this Agreement is Michele Weimer unless County otherwise informs Contractor. Any notice, report, or other communication required by this agreement shall be mailed by first-class mail to the County's Contract Administrator at the following address:

County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
Attn.: Michele Weimer  
Procurement and Contracts Manager

Or to other such location as County directs.

Contractor's project manager for this Agreement is Brad McGhee. No substitution of Contractor's project manager is permitted without the prior written agreement of County, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Hunt & Sons LLC  
5725 Alder Avenue  
Sacramento, CA 95829

Attn.: Brad McGhee  
Sales Manager



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:


**COUNTY OF EL DORADO:**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Purchasing Agent  
Chief Administrative Office  
"County"

**HUNT & SONS, LLC:**

By:  \_\_\_\_\_  
Lindsey Grant (Oct 21, 2024 14:03 PDT)

Dated: 10/21/2024

Lindsey Grant  
Vice President  
"Contractor"

# Hunt & Sons, LLC.

## Exhibit A

### Scope of Work and Pricing for Cardlock Fueling

Contractor shall provide instruction and training on an as-requested basis at no charge to County. Contractor shall supply cardlock fueling services in accordance with SACOG Agreement #CT250004 at the pricing and locations specified below.

#### **PRICING – PACIFIC PRIDE / CFN**

**Vehicle Cards** – \$1.50/single card (new and replacement) with no charge for programming changes.

##### DOMESTIC SITES (Unbranded)

**Gasoline** – OPIS Daily (Sacramento) Unbranded Average plus \$0.596 cpg

**Diesel Fuel** – OPIS Daily (Sacramento) Average plus \$0.454 cpg

- |  |  |
|--|--|
| - 4220 Motherlode Drive, Shingle Springs | - 11345 White Rock, Rancho Cordova     |
| - 9687 Gore Road, Sacramento             | - 5800 S. Watt Avenue, Sacramento      |
| - 1201 Fee Drive, Sacramento             | - 4200 Roseville Road, North Highlands |
| - 4000 Cincinnati, Rocklin               |  |

##### DOMESTIC SITES (Branded)

**Gasoline & Diesel Fuel** – OPIS Daily (Sacramento) Chevron plus \$0.596 cpg

- 2891 Mosquito Road, Placerville

##### FOREIGN SITES (Unbranded)

**Gasoline** – OPIS Daily (Sacramento) Unbranded Average plus \$0.596 cpg

**Diesel Fuel** – OPIS Daily (Sacramento) Average plus \$0.454 cpg

##### FOREIGN SITES (Branded)

**Gasoline & Diesel Fuel** – OPIS Daily (Sacramento) Brand plus \$0.596 cpg

#### **PRICING – VENDING MACHINES**

Motor Oils purchased from Hunt & Sons, LLC. vending machines shall be charged at the then current rate. Currently, the rate is \$19.00 per gallon and \$5.99 per quart.

### **Prompt Payment Discount**

Deduct 0.5% off the invoice total if payment is received within twenty (20) days from County's receipt of invoice.

Note: A copy of the daily OPIS Price information sheet for each order delivered shall be provided with each billing statement in accordance with Exhibit "A-2" of the SACOG Agreement

# Hunt & Sons, LLC.

## Exhibit B

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_ YES  NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_ YES  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

10/21/2024

Date

Hunt and Sons LLC

Type or write name of company

  
Lindsey Grant (Oct 21, 2024 14:03 PDT)

Signature of authorized individual

Lindsey Grant

Type or write name of authorized individual