

AGREEMENT FOR SERVICES #274-S1011
AMENDMENT I

This Amendment I to that Agreement for Services #274-S1011, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Hunt & Sons, Inc., a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 5750 South Watt Avenue, Sacramento, CA 95829; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide commercial cardlock fueling services for all El Dorado County owned vehicles, in accordance with Agreement for Services #274-S1011, dated January 12, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to revise the prompt payment discount from \$0.01 cost per gallon (cpg) to a flat percentage discount of 0.5% off the invoice total and increase the total Not to Exceed amount of said Agreement, hereby amending **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE X – Notice to Parties** and **ARTICLE XIX - Administrator**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXIV – Change of Address**, **ARTICLE XXV – Audit by California State Auditor**, and **ARTICLE XXVI – Taxes**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #274-S1011 shall be amended a first time as follows:

ARTICLES III, X, and XIX are amended in their entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor bi-monthly in arrears. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "B," marked "Pricing for Cardlock Fueling – Revised," incorporated herein and made by reference a part hereof. 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, and or fees not listed hereinabove and shall be components of the differential price. Contractor agrees to furnish initial cards at no cost to the County and replacement cards for \$1.50/per single card or pair, with no charge for programming changes. Prompt payment(s) (within 20 days from County's receipt of invoice) shall receive a deduction of 0.5% off the invoice total. This prompt payment discount shall apply to invoices dated May 1, 2014 and later. Invoices dated prior to May 1, 2014 shall reflect the previous prompt payment discount of \$0.01 cost per gallon (cpg). Prompt payment discount terms shall apply regardless of the payment method.

All bi-monthly invoices shall be sent directly to the user Department, broken out by index code/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 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; and
- Breakdown of purchase by state

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

Payments shall be coordinated and established with the Auditor/Controller's Office; 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 Contractors bank account. (May be done automatically one/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 and/or MasterCard
 - County's Visa or MasterCard is kept safely on file in Contractor's office and is ran 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 six million dollars (\$6,000,000.00) for the five (5) year period, inclusive of authorized vending machine purchases in accordance with this Agreement.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Terri Daly, Purchasing Agent

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

HUNT & SONS, INC.
5750 South Watt Avenue
Sacramento, CA 95829
ATTN: R. Dean Hunt, President

Or to such other location as the Contractor directs.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Ashley Boyd, Department Analyst, Chief Administrative Office, Procurement and Contracts Division, or successor.

Each individual department is responsible for verifying the appropriateness of their invoices.

Except as herein amended, all other parts and sections of that Agreement #274-S1011 shall remain unchanged and in full force and effect.

ARTICLE XXIV, XXV, and XXVI are added to read as follows:

ARTICLE XXIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXV

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XXVI

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

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Requesting Contract Administrator Concurrence:

By: _____

Ashley Boyd
Department Analyst
Chief Administrative Office
Procurement and Contracts Division

Dated: _____

Requesting Department Head Concurrence:

By: _____ Dated: _____

Terri Daly
Purchasing Agent
Chief Administrative Office

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #274-S1011 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Dated: _____

-- CONTRACTOR --

HUNT & SONS, INC.
A California Corporation

By: _____

R. Dean Hunt
President
"Contractor"

Dated: _____

By: _____

Corporate Secretary

Dated: _____

EXHIBIT “B” – PRICING FOR CARDLOCK FUELING – Revised

Pricing – Pacific Pride

DOMESTIC SITES (Unbranded)

Gasoline – OPIS Weekly (Sacramento) Unbranded Average plus \$0.075 cpg

Diesel Fuel – OPIS Weekly (Sacramento) Average plus \$0.075 cpg

- 4220 Motherlode Drive, Shingle Springs
- 9687 Gore Road, Sacramento
- 1201 Fee Drive, Sacramento
- 4000 Cincinnati, Rocklin
- 11345 White Rock, Rancho Cordova
- 5800 So. Watt Ave., Sacramento
- 4200 Roseville Road, North Highlands
- 6540 Wentworth Springs Rd., Georgetown

DOMESTIC SITES (Branded)

Gasoline & Diesel Fuel – OPIS Weekly (Sacramento) Chevron plus \$0.075 cpg

- 2891 Mosquito Road, Placerville

FOREIGN SITES (Unbranded)

Gasoline – OPIS Weekly (Sacramento) Unbranded Average plus \$0.115 cpg

Diesel Fuel – OPIS Weekly (Sacramento) Average plus \$0.115 cpg

FOREIGN SITES (Branded)

Gasoline & Diesel Fuel – OPIS Weekly (Sacramento) Brand plus \$0.115 cpg

Pricing – CFN

FOREIGN SITES (Branded)

Gasoline & Diesel Fuel – OPIS Daily (Sacramento) plus \$0.115 cpg

Proposed Payment Discount

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

Training to be done on an "as requested" basis at no charge to County.

(1) Pricing to be in accordance with "OPIS – Unbranded Average"*** weekly prices. However, if unforeseen circumstances warrant Franchisor billing Contractor at the daily OPIS – Unbranded Average prices, due to uncontrollable market events and the increases being \$0.05 or more, pricing for County shall also be billed at the daily pricing.

For weekly pricing, Contractor shall use "Wednesday OPIS Daily – Unbranded Average"*** prices at the 5:30 Eastern timeframe for the coming week for both grades of fuel. If daily pricing is required, Contractor shall use the "OPIS – Unbranded Average"*** daily reports (any given day) to adjust the prices charged to County, effective the next business day AND upon notification to County by Contractor.

(2) For County Departments traveling outside of the Sacramento Area, Contractor shall furnish to County daily pricing for that specific location on an "as needed" basis.

*** Except for Branded sites where the Branded OPIS price for the assigned Brand will be used.