

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

611A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
April 14, 2011

SUBJECT: Agreement with the State of California Department of Transportation (Caltrans) for the use of the Caltrans fueling station in Garner Valley.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Director of Transportation to enter into Agreement Number 08A1900 with Caltrans, and;
2. Delegate authority to the Director of Transportation to amend this contract to extend it as appropriate in the future and take any necessary administrative actions for its implementation.

BACKGROUND: The Transportation Department has negotiated with Caltrans to utilize the Caltrans fueling facility located in Garner Valley for purchase of unleaded fuel. The

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11
SOURCE OF FUNDS: Transportation Fleet - Equipment Rate Revenue - (100%)			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE: 4/12/11
BY: MARSHAL VICTOR

Departmental Concurrence

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.

District: 3rd

Agenda Number:

3.28

The Honorable Board of Supervisors

RE: Agreement with the State of California Department of Transportation (Caltrans) for the use of the Caltrans fueling station in Garner Valley.

April 14, 2011

Page 2 of 2

Transportation Department does not have unleaded gasoline tanks at our Idyllwild Yard (we have diesel tanks) and currently have to purchase unleaded fuel for our pick-up trucks from gasoline stations using the Voyager card. Purchasing the unleaded fuel from Caltrans will lower our operating costs since we will pay the State for fuel purchases based on their bulk cost to acquire. Caltrans will bill the Transportation Department for fuel purchases.

AGREEMENT NUMBER 08A1900
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Transportation (Caltrans)

CONTRACTOR'S NAME

Riverside County Transportation Department (Department)

2. The term of this Agreement is: **September 1, 2010 or upon DGS approval, whichever is later** through **August 31, 2012**



3. The maximum amount of this Agreement is: **\$ 0.00**
Zero dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C* – General Terms and Conditions (GIA 610)	
Exhibit D – Special Terms and Conditions	2 Pages
Attachment 1 - DME-0045 - Disbursement Record – Bulk Fuel	1 Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside County Transportation Department (Department)		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2950 Washington Street Riverside, CA 92504		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Transportation (Caltrans)		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cheryl Smith, Contract Officer		
ADDRESS 1727 30 th . Street MS# 65 Sacramento, CA 95816		

FORM APPROVED COUNTY COUNSEL
 BY: MP Victor DATE: 4/12/11
 MARSHAL VICTOR

EXHIBIT A

Scope of Work

1. **The California Department of Transportation** is hereinafter referred to as **Caltrans**. **The Riverside County Transportation Department** is hereinafter referred to as **Department**.
2. This Agreement will commence on **September 1, 2010** or upon approval by the Department of General Services (**DGS**), whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by **DGS**. Caltrans shall not provide bulk fuel prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on **August 31, 2012**. The parties amend this Agreement as permitted by law.
3. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation (Caltrans)	Contractor: The Riverside County Transportation Department
Section/Unit: District 8/Southern Maintenance Region	Section/Unit: Fleet Accounting
Project Manager: Frances Perea	Contract Manager: Ying Zhang
Address: 1091 Everton Place Riverside, CA 92507	Address: 2950 Washington Street Riverside, CA 92507
Bus. Phone No.: (951) 784-6054	Bus. Phone No.: (951) 955-6873
Fax No: (951) 784-6104	Fax No: (951) 955-2070

The project representatives during the term of this Agreement may be changed by advance written notice without the necessity of an amendment to the Agreement.

4. The purpose of this Agreement is for the **Department** to reimburse **Caltrans** for bulk fuel provided by **Caltrans** to the **Department** for the Department's vehicles.
5. **Caltrans** agrees to the following:
 - A. **Caltrans** shall allow the **Department** to obtain bulk fuel from fuel tanks located at:

Keen Camp Maintenance Station
Route 74, Postmile 65.23
Lake Hemet, Box 6
Mountain Center, CA 92561
 - B. **Caltrans** will provide form DME 0045 for disbursement record of bulk fuel (Attachment 1).

EXHIBIT A

- C. **Caltrans** will allow the authorized Department's employees access to the fuel tank by signing form DME 0045 upon approval by the Caltrans Supervisor or his/her designee, during normal working hours (07:30 to 15:00 hours) Monday through Friday except holidays. This station does not close for Furloughs (Bargaining Unit 12 exempt from Furlough). During winter or emergency situations the station may be open after hours. In the event of an emergency the area Supervisor, Juan Balboa can be contacted. Each user will sign the Disbursement Record – Bulk Fuel/Oil form (DME-0045), this document to be submitted to Contract Manager by the Keen Camp Maintenance Station Supervisor monthly for usage billing. The billing will be based on the most recent delivery invoice for bulk fuel. The Department will reimburse to Caltrans at the same rate of fuel price per gallon as purchased from vendor.
- D. **Caltrans** fuel costs will be at the rates specified in Exhibit B.
- E. **Caltrans** will administer the collection of fuel consumption data and reconcile the data for processing to the Department for reimbursement by the Department.
- F. **Caltrans** will bill the Department monthly in arrears for fuel charges with a copy of the monthly transaction report for the fuel purchased. Invoicing will be billed from the current cost of fuel from the most recent delivery to **Caltrans**.
- G. **Caltrans**, Site Manager Juan Balboa can be contacted at:

Keen Camp Maintenance Station Supervisor
Route 74, Postmile 65.23
Lake Hemet, Box 6
Mountain Center, CA 92561
(951) 659-2879

6. Department agrees to the following:

- A. Authorized employee of **Department** will contact the Caltrans' Supervisor or his/her designee one (1) hour in advance to request fuel. Department will obtain the Caltrans' Supervisor or his/her designee approval, and will obtain the fuel during normal working hours (07:30 to 15:00 hours), Monday through Friday except State holidays.
- B. Authorized employee of **Department** shall be responsible for signing the disbursement record (Bulk Fuel/Oil Form DME-0045).
- C. Fuel will be pumped by authorized employees of **Department** directly into authorized Department vehicles only.

EXHIBIT A

- D. Vehicles receiving fuel must be authorized by **Department**. Proof of authorization must be provided by **Department** employees when requested by **Caltrans**, prior to receiving fuel.

- E. **Department** shall pay for fuel within 30 days of the **Caltrans** invoice date.

EXHIBIT B

Budget Detail and Payment Provisions

1. Invoicing

- A. For services satisfactorily rendered and upon receipt of an approved invoice, **Department** agrees to compensate **Caltrans** for actual allowable costs incurred as specified in Exhibit B.
- B. Caltrans shall submit Itemized invoices quarterly, bearing the contract number, date of service, number of gallons pumped, total cost, and shall send in duplicate to the Riverside County Transportation Department Project Manager at the following address:

The Riverside County Transportation Department
Fleet Accounting
Ying Zhang, Contract Manger
2950 Washington Street
Riverside, CA 92507

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

3. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual (SAM) Sections 8752 and 8752.1.

EXHIBIT B

B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the California Government Code.

4. Failure to Pay

Should The Department fail to pay reimbursement funds due to Caltrans within 30 days of the date of the invoice or within such other period as may be agreed between the parties hereto, Caltrans, acting through the State Controller, may withhold an equal amount from future apportionments due city from the Highway Users Tax Fund.

5. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

EXHIBIT B

6. Rates

Rates for these services are:

<u>Regular Gas*</u>	<u>Cost Per Gallon*</u>
Basic Fuel Cost	\$2.17320
Differential	\$0.16000
Fed Tax	\$0.18300
Fed LUSD (leaking under ground storage tank)	\$0.00100
Superfund	\$0.00190
CA Motor Vehicle Fuel Tax	\$0.35300
CA Oil Spill Fee	\$0.00119
Tax	<u>\$0.02750</u>
Total Price per Gallon	\$2.90079

<u>Diesel Fuel*</u>	<u>Cost Per Gallon*</u>
Basic Fuel Cost	\$2.26086
Differential	\$0.18000
Fed Tax	\$0.24300
Fed LUSD (leaking under ground storage tank)	\$0.00100
Superfund	\$0.00190
CA Motor Vehicle Fuel Tax	\$0.18000
CA Oil Spill Fee	\$0.00119
Tax	<u>\$0.08150</u>
Total Price per Gallon	\$2.94945

* Total price per Gallon will vary based on actual costs incurred by **Caltrans** to purchase the fuel.

*No indirect costs

EXHIBIT D

Special Terms and Conditions

1. Termination

- A. Either Party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other Party, or immediately in the event of a material breach. In the event of termination, Caltrans shall be paid for all allowable costs incurred up to the date of termination, including any non-cancelable obligations.
- B. In the event that the reimbursements not received prior to the expiration date, Caltrans may, at its sole discretion, terminate this Agreement with 30 days notice to contractor.

2. Subcontracting

Caltrans shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

3. Retention of Records/Audits

For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

4. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Caltrans Contract Officer, who may consider any written or verbal evidence submitted by the Caltrans. The decision of the Contract Officer, issued in writing, shall be the final decision of the Caltrans regarding the dispute.

EXHIBIT D

- B. Neither the pendency of dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

5. Indemnification and Hold Harmless Requirement

Neither Caltrans nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Department under, or in connection with any work, authority, or jurisdiction delegated to Caltrans under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Department shall fully defend, indemnify, and save harmless Caltrans and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Department under or in connection with any work, authority, or jurisdiction delegated to Department under this Agreement.