

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



**ITEM: 3.70
(ID # 25755)**

MEETING DATE:
Tuesday, August 27, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Professional Services Agreement with John H. Teagarden to Continue Diesel Fuel Delivery Services to PSEC Communication Sites for One Year, from July 1, 2024, through June 30, 2025. All Districts. [Total cost \$750,000; up to \$75,000 in additional compensation, 100% PSEC Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Services Agreement with John H. Teagarden (Agreement) to continue diesel fuel delivery services for PSEC Communication sites for one year, from July 1, 2024, through June 30, 2025; and authorize the Chair of the Board to sign the Agreement on behalf of the County; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement, including modifications of the scope of services that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the Agreement; and (d) issue Purchase Orders for the goods and services that do not exceed the approved amounts.

ACTION:Policy


Zachary Hall, SHERIFF'S CAPTAIN B 8/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 27, 2024
xc: Sheriff

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$750,000	\$0	\$750,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% PSEC Budget			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BR: 25-011

Prev. Agn. Ref.: 7/23/19 3.40; 12/12/23 3.19

BACKGROUND:

Summary

On July 23, 2019 (Minute Order 3.40), the Riverside County Board of Supervisors approved Agreement No. PSA-0001215 with John H. Teagarden to provide diesel fuel delivery services to PSEC communication sites for five (5) years. The sites provide radio coverage for the Public Safety Enterprise Communication (PSEC) system enabling vital communications for first responder agencies across the County while responding to emergency incidents.

The previous agreement was executed in FY2019/2020 and will expire June 30, 2024. The Riverside County Sheriff's Office (RSO) is requesting to ratify and approve the new Agreement term for one year through June 30, 2025, to provide a stop gap/continuum of service until a new RFQ is awarded.

Impact on Residents and Businesses

The public safety agencies of Riverside County – including city police departments and other public safety entities – rely on the PSEC system to serve and protect the community. The PSEC system provides critical countywide communication for these agencies. This approval will fuel generators, which provide primary and backup power to 13 remote mountaintop sites and one ground-level location of the PSEC system. All 14 areas must remain operational to continue to provide the radio coverage necessary for these agencies to perform their public safety services.

Additional Fiscal Information

Below is the cost summary funded 100% by the PSEC budget.

Description:	FY 24/25	Total
One-time Costs:		
<i>Diesel Fuel Delivery to Various locations</i>	\$750,000	\$750,000
<i>Total Costs</i>	\$750,000	\$750,000

The attached Agreement will also have a 10% contingency for additional compensation.

Contract History and Price Reasonableness

On April 23, 2019, Riverside County Purchasing and Fleet Services, on behalf of RCIT – PSEC released a Request for Quote (RFQ # PEARC-044) for Diesel Fuel Delivery Services. This

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STATE OF CALIFORNIA**

request was bid competitively, and the County received one response from John H. Teagarden. Mr. Teagarden currently provides diesel fuel deliveries to the remote mountain top sites.

On February 28, 2020, the Central Purchasing and Fleet Services Department approved the First Amendment to the John H. Teagarden Professional Service Agreement to update Exhibit A, 2.0 "Scope of Service", Exhibit A, 4.0 "Tank Maintenance", Exhibit A, 5.0 "Site Access", and Exhibit C, "Payment Provisions", subsection B "Site Locations – Pricing."

On December 12, 2023 (Minute Order 3.19), the County of Riverside Board of Supervisors ratified and approved the Second Amendment to the John H. Teagarden Professional Services Agreement effective November 1, 2023, increasing the annual contract amount from \$300,000 to \$750,000.

Teagarden charges Oil Price Information Service (OPIS) price per gallon with a flat fee for delivering fuel to these remote locations through June 30, 2025.

ATTACHMENTS:

1. Professional Services Agreement with John H. Teagarden
2. Single Source Justification


Melissa Curtis, Deputy Director of Purchasing and Fleet

8/13/2024


Rebecca S Cortez, Principal Management Analyst

8/19/2024


Aaron Gettis, Chief of Deputy County Counsel

8/8/2024

PROFESSIONAL SERVICES AGREEMENT

for

DIESEL FUEL AND DELIVERY SERVICES

between

COUNTY OF RIVERSIDE

and

JOHN H. TEAGARDEN



AUG 27 2024 3.70

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This Agreement is entered into this 1st day of July 2024, by and between JOHN H. TEAGARDEN, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the locations stated in Exhibit B, Site Locations, and Exhibit C, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective on July 1, 2024, and continues in effect through June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed seven hundred fifty thousand (\$750,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Office (PSEC)

7195 Alessandro Blvd.

Riverside, CA 92506

Email: PSECaccounting@riversidesheriff.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PEARC-40509-001-06/25); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports, or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies, and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall cooperate with any inspector or other COUNTY representative and permit them to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended, or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside, and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure;

COUNTY operational procedures; and knowledge of selection of contractors, subcontractors, or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside Sheriff's Office
4095 Lemon St., 3rd Floor
Riverside, CA 92501
Attn: Purchasing Division

CONTRACTOR

John H. Teagarden
4244 Lindsay St.
Jurupa Valley, CA 92509

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions, or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials, or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 ELECTRONIC SIGNATURES: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of the Agreement agrees to the use of electronic signatures, such as a digital signature that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s)

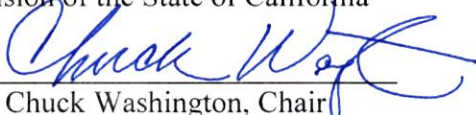
included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chair
Board of Supervisors

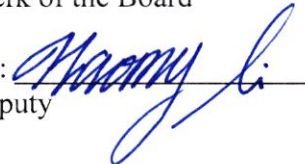
Dated: 8/27/2024

John H. Teagarden


By: 
By: John H. Teagarden (Jul 24, 2024 20:55 PDT)
John H. Teagarden
Sole Proprietor

Dated: 07/24/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel

AUG 27 2024 3.70

**EXHIBIT A
SCOPE OF SERVICE**

Diesel Fuel and Delivery to Remote Microwave Radio Towers

1.0 ROAD CONDITIONS

Site locations include the following transverse road conditions: unpaved roads, icy or rained-out roads, and rough mountain terrain.

2.0 SCOPE OF SERVICE

- a) CONTRACTOR shall work with COUNTY to develop a schedule for regular filling/topping off fuel tanks. CONTRACTOR shall follow the established schedule and notify COUNTY within 48 hours if any deviation from the schedule is required.
- b) CONTRACTOR may be called on an as-needed basis to top off tanks prior to normal fueling schedule due to excess usage in events such as a power outage. CONTRACTOR is required to respond within five (5) calendar days, during normal working hours, after receipt of notification, unless other arrangements are made with the COUNTY contact responsible for each tank and location.
- c) CONTRACTOR is required to provide an invoice to the COUNTY showing the delivery date, location, quantity, photos of before and after of fuel gauge, and contracted price.
- d) CONTRACTOR is to refuel 8 prime sites approximately every 60 days, 2 prime sites approximately every 90 days and 4 standby sites when requested (depends upon loss of commercial power).

2.d.1 Example Schedule:

- 8 Prime Site refueling:
 - January, March, May July, September, November – 8 sites –
 - Refueling timeframe – January, March, May, July, September, November – 8 sites –
- 2 Prime Site refueling Santa Rosa and Toro Peak:
 - Site names – Santa Rosa and Toro Peak
 - Refueling timeframe – 5 days before Thanksgiving, Mid to Late March depending upon site access due to snow conditions, May, July, early September
- e) CONTRACTOR is to work with COUNTY Site Managers on an approach and plan to cycle fuel from tanks located at standby sites and utilize that fuel to refuel prime sites. The intent of this action is to prevent unnecessary fuel aging issues on an annual basis.
- f) CONTRACTOR is to work with COUNTY Site Managers to cycle fuel out of the standby sites to refuel prime sites to prevent fuel aging issues on an annual basis.

3.0 GEOGRAPHICAL AREA

There are two geographical segments, Western and Eastern Riverside County. All requirements apply to both geographical areas. The following describes each geographical area:

Western Riverside County

This area includes Supervisorial Districts: 1, 2, 3, and 5.

- a) The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Wildomar, Canyon Lake and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Meadowbrook, Temescal Valley and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.
- b) The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma) and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include Home Gardens, El Cenito, Coronita, and Home Gardens.
- c) The Third District includes: the cities of Banning, Beaumont, Calimesa, and Desert Hot Springs and the unincorporated community of Pinyan Pines, the cities of Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.
- d) The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs, and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

Eastern Riverside County

This area includes Supervisorial District 4

- a) The Fourth District are the cities of Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella, and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

4.0 TANK MAINTENANCE

- a) CONTRACTOR shall be responsible for tank maintenance which includes:
 - i. Visual inspection of plumbing and valves
 - ii. Repairs or replacement of valves or other plumbing required.
 - iii. Removal of rust spots as needed.
- b) On each delivery, CONTRACTOR will be required to inspect the fuel tank(s), valves, gauges, related fuel level monitoring, and connections, to ensure the tanks are in a safe operating condition according to industry standards and regulation requirements set by the NFPA and OSHA.
- c) CONTRACTOR shall tighten, adjust, or replace the parts needed to prevent product from leaking, when necessary. CONTRACTOR must notify the COUNTY contact immediately and bill accordingly if replacement is necessary.
- d) CONTRACTOR must comply with any and all state, local, and federal safety laws applicable to work needed for completion of fuel delivery/maintenance service.

- e) COUNTY owns all tanks and expects CONTRACTOR to keep the tanks maintained when called. If repairs are needed, CONTRACTOR must notify the COUNTY contact person. CONTRACTOR must provide the contact with detailed information regarding the required repair(s); provide the estimated cost, and estimated timeframe for the repair(s). CONTRACTOR must also obtain prior approval for any additional repair.
- f) CONTRACTOR must provide services for refreshing diesel fuel at stand-by site periodically to prevent degradation of the fuel.

5.0 SITE ACCESS

- a) CONTRACTOR's delivery truck operator must call the Riverside County's 24-hour central "call-in number" when entering each site. The caller will provide their name, company name, and identify that the tanks will be fueled. The delivery truck operator must also call the COUNTY's central "call-in number" when leaving each site, providing the same information as was provided upon arrival. The "call-in number" will be provided by COUNTY.
- b) CONTRACTOR must use four-wheel drive vehicles at all locations identified by COUNTY.
- c) Due to security issues COUNTY will provide site entry procedures.

6.0 SAFETY

- a) CONTRACTOR shall perform all deliveries to all facilities in a safe and professional manner.
- b) CONTRACTOR's equipment shall be in good working condition and all personnel must be trained in safety measures to prevent accidents from occurring.
- c) CONTRACTOR shall use the proper equipment and take the necessary precautions to prevent spills in accordance with state and environmental regulations.
- d) The delivery truck operator present during delivery shall take an active part in the prevention of spills.
- e) The delivery truck operator is required to take immediate action to stop the flow of fuel when the capacity of the tank has been reached and when an emergency or spill occurs.
- t) CONTRACTOR shall be solely responsible for disposal of all hazardous material. Disposal will meet all State and Local guidelines and regulations and CONTRACTOR shall provide documentation of proper disposal upon request.
- g) In the event of a spill, as soon as is safely possible, the delivery truck operator, or CONTRACTOR's representative, must contact the COUNTY's "call-in number" to advise that a spill has occurred and inform the COUNTY of the actions that have been taken to clean-up the spill. Please follow any guidelines pertaining to the type of spill according to EPA standards.

7.0 EMERGENCY RESPONSE

The COUNTY considers the following as an emergency: when a tank has a leak, is less than 25% full, has sustained damaged, or any other situation that can affect the operation of the fueling system. Determination of emergency can be discovered by either the COUNTY or CONTRACTOR.

- a) CONTRACTOR is required to provide an after-hours contact phone number.

- b) If CONTRACTOR cannot be reached through immediate notification, CONTRACTOR must respond via telephone within one (1) hour.
- c) CONTRACTOR will give the COUNTY first priority for emergency fuel deliveries.
- d) CONTRACTOR shall have fuel on-site within 4 hours of verbal confirmation of emergency notice per each site west of Whitewater. CONTRACTOR shall have fuel on-site within eight (8) hours of verbal confirmation for sites east of Whitewater.

8.0 CONTRACTOR RESPONSIBILITIES

- a) Vehicles must be equipped for safety and capable of delivering the quantity of fuel needed regardless of road conditions.
- b) CONTRACTOR must have a 4 x 4 vehicle that is capable of delivering fuel to the sites regardless of road conditions. If road is deemed impassable by the CONTRACTOR's driver, the driver must immediately notify the COUNTY and remain on location if it is safe to do so until a decision is reached, and it is agreed upon by both the COUNTY and CONTRACTOR. The COUNTY will not be responsible for any damage to CONTRACTOR's vehicles.

**EXHIBIT B
Site Locations**

Facility Name/ Location	Terrain/ Elevation	Emergency Response Time EAST/ WEST	Tank Size (Gallons)
Margarita (Temecula) - Prime	Unpaved: 1400'	WEST	2000
Estelle Mountain (Perris) - Prime	Unpaved: 2800'	WEST	2000
Box Canyon (Desert Center) - Prime	Unpaved: 1200'	EAST	2000
Black Eagle (Desert Center) - Prime	Unpaved: 2700'	EAST	2000
Black Jack (Desert Center) - Prime	Unpaved: 1000'	EAST	2000
Midland (Desert Center) - Prime	Unpaved: 984'	EAST	2000
Palen-McCoy (Desert Center) - Prime	Unpaved: 1550'	EAST	2000
Glen Avon (Riverside) - Standby	Paved: 1100'	WEST	1000
Sunnyslope (Riverside) - Standby	Paved: 1100'	WEST	1000
Santa Rosa Peak (Mountain Center) - Prime	Unpaved: 8500'	EAST	10000 (2 tanks 5000 ea.)
Road 62 - Prime	Unpaved: 1400'	EAST	2000
Toro Peak-Prime	Unpaved: 7500'	EAST	10000 (2 tanks 5000 ea.)
Blythe - Standby	Paved: 538'	EAST	2000
North Mt. - Standby	Unpaved: 5607'	WEST	1000

**EXHIBIT C
Payment Provisions**

A. Pricing

1. **MAXIMUM AMOUNTS -ANNUAL AND AGGREGATE TOTALS**

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2024, through June 30, 2025	\$750,000
TOTAL	\$750,000

2. The COUNTY shall pay for equipment and services performed, after the equipment are installed and tested to the satisfaction of the COUNTY. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to COUNTY. The COUNTY shall pay the acceptable invoice within thirty (30) working days from the date of receipt of the invoice, or the good/services are received, whichever is later.

3. There is no minimum delivery amount for the COUNTY; therefore, no imposed minimum delivery fees will be imposed.

4. All pricing is inclusive of any fuel surcharges.

B. Site Locations – Pricing

Sites	Facility Name	Terrain/ Elevation	Tank Capacity	Emergency Response Time 40509 EAST/ WEST	Price per Gallon	Trip Charge
1.	Margarita (Temecula) - Prime	Unpaved: 1400'	2000	WEST	\$ 2.75	\$0.65 per gallon
2.	Estelle Mountain (Perris)- Prime	Unpaved: 2800'	2000	WEST	\$ 2.75	\$0.90 per gallon
3.	Box Canyon (Desert Center)- Prime	Unpaved: 1200'	2000	EAST	\$ 2.75	\$1.00 per gallon
4.	Black Eagle (Desert Center) - Prime	Unpaved: 2700'	2000	EAST	\$ 2.75	\$1.00 per gallon
5.	Black Jack (Desert Center) - Prime	Unpaved: 1000'	2000	EAST	\$ 2.75	\$0.90 per gallon
6.	Midland (Desert Center)- Prime	Unpaved: 984'	2000	EAST	\$2.75	\$1.00 per gallon
7.	Palen-McCoy (Desert Center) - Prime	Unpaved: 1550'	2000	EAST	\$2.75	\$1.00 per gallon
8.	Glen Avon (Riverside) - Standby	Paved: 1100'	1000	WEST	\$ 2.75	\$0.45 per lrrnllon
9.	Sunnyslope (Riverside) - Standby	Paved: 1100'	1000	WEST	\$2.75	\$0.45 per gallon
10.	Santa Rosa Peak (Mountain Center) -	Unpaved: 8500'	10000 (2 tanks 5000)	EAST	\$ 2.75	\$1.50 per gallon
11.	Road 62 – Prime	Unpaved: 1400'	2000	EAST	\$2.75	\$0.90 per gallon
12.	Toro Peak – Prime	Unpaved: 7500'	10000	EAST	\$2.75	\$1.60 per gallon
13.	Blythe – Standby	Paved: 538'	2000	EAST	\$2.75	\$0.45 per gallon

14.	North Mt. – Standby	Unpaved: 5607'	1000	WEST	\$2.75	\$0.90 per gallon
Tanker Standby for Fuel Shuttle with Pickups					\$175.00 per hour	
4x4 Pickup with Tank to Shuttle Fuel When Road Conditions Require					\$150.00 per hour	
4x4 Pickup to Escort Tanker Due to Road Conditions					\$75.00 per hour	
Pumpout Tanks at Standby Sites to Prevent Fuel Aging					\$175.00 per hour	









Professional Services Agreement for Diesel and Delivery Services between County of Riverside and John H. Teagarden

Final Audit Report

2024-07-29

Created:	2024-07-23
By:	Jose (Tony) Curiel (jocuriel@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR-i3rTnh4gNBEuQHjoGxzQbXj_D7cMv

"Professional Services Agreement for Diesel and Delivery Services between County of Riverside and John H. Teagarden" History

-  Document created by Jose (Tony) Curiel (jocuriel@rivco.org)
2024-07-23 - 7:49:53 PM GMT
-  Document emailed to John H. Teagarden (teamuffser@aol.com) for signature
2024-07-23 - 7:49:59 PM GMT
-  Email viewed by John H. Teagarden (teamuffser@aol.com)
2024-07-25 - 3:52:12 AM GMT
-  Document e-signed by John H. Teagarden (teamuffser@aol.com)
Signature Date: 2024-07-25 - 3:55:48 AM GMT - Time Source: server
-  Document emailed to Amrit P. Dhillon (adhillon@rivco.org) for signature
2024-07-25 - 3:55:50 AM GMT
-  Email viewed by Amrit P. Dhillon (adhillon@rivco.org)
2024-07-29 - 5:38:42 PM GMT
-  Document e-signed by Amrit P. Dhillon (adhillon@rivco.org)
Signature Date: 2024-07-29 - 5:43:14 PM GMT - Time Source: server
-  Agreement completed.
2024-07-29 - 5:43:14 PM GMT



Riverside County Sheriff's Office
Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

Date: Thursday, June 27, 2024
From: Amanda Bennett, Deputy Director of Administrative Services
To: Board of Supervisors
Via: Patricia Byrd, Radio Comm. Tech Manager & Andrea Gutierrez, Accountant I
Subject: Request to ratify and extend the period of performance for Diesel fuel delivery services for various PSEC sites

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: _____ (i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Requested Supplier Name: John H. Teagarden Supplier ID: 36074
- a. Describe the goods/service being requested:
Diesel Fuel Delivery services to various PSEC communication sites.
- b. Explain the unique features of the goods/services being requested from this supplier:
Teagarden currently provides diesel fuel delivery to 14 remote, rough terrain mountain top, PSEC locations which require 4x4 off-road vehicles.
- c. What are the operational benefits to your department?
The PSEC system provides critical countywide communication for various public safety agencies. This approval will fuel generators, which provide primary and backup power to 13 remote mountaintop sites and one ground-level location of the PSEC system. All 14 areas must remain operational to continue to provide



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the radio coverage necessary for these agencies to perform their public safety services.

- d. Provide details on any cost benefits/discounts.
Teagarden charges Oil Price Information Service (OPIS) price per gallon with a flat fee for delivering fuel to these remote locations.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

- a. If yes, please explain why you are requesting to utilize an SSJ process?
An RFQ is currently in the review process for a new Diesel fuel delivery agreement however, with the current Teagarden agreement end date being June 30, 2024, we would like to temporarily reinstate/extend the Teagarden agreement for 1 year to avoid the disruption of services.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# _____ No

- a. What was the total annual and aggregate amount? _____

4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

Description:	FY 24/25	Total
One-time Costs:		
<i>Diesel Fuel Delivery to Various locations</i>	\$750,000	\$750,000
Other Costs:		
Total Costs	\$750,000	\$750,000

5. Period of Performance: 1 year



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Ratify Start Date (if applicable): _____


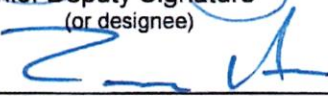
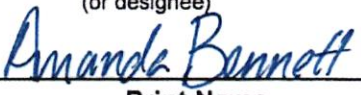
Initial Term Start Date: July 01, 2024 End Date: June 30, 2025

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): _____

Aggregate Term/End Date: _____


6. Projected Board of Supervisor Date (if applicable): TBD

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

	<u>JAMES ARMSTRONG</u>	<u>7-23-24</u>
Chief Deputy Signature (or designee)	Print Name	Date
	<u>Zach Han</u>	<u>7/23/24</u>
Assistant Sheriff Signature (or designee)	Print Name	Date
	<u>Amanda Bennett</u>	<u>7/23/24</u>
Print Name	Department Head Signature (Executive Level Designee)	Date

.....

PCS Reviewed:

<u>Patricia Guerrero</u>		<u>06/27/2024</u>
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psources@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....
The section below is to be completed by the Purchasing Agent or designee.



Riverside County Sheriff's Office
Chad Bianco, Sheriff-Coroner

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www.riversidesheriff.org

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 750,000

Aggregate Amount \$ _____

Melissa Curtis

8/5/2024

25-025

Purchasing Agent Signature

Date

Tracking Number
(Reference on Purchasing Documents)