

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



ITEM: 3.22
(ID # 26111)

MEETING DATE:
Tuesday, October 08, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Amended and Restated Professional Services Agreement with AmeriGas Propane, L.P., to continue propane gas delivery and tank rental services to PSEC Communication sites for two years, from January 31, 2024 through January 31, 2026. All Districts. [Total cost \$65,500 annually; up to \$13,100 in additional compensation] 100% PSEC Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Amended and Restated Professional Services Agreement with AmeriGas Propane, L.P., to continue propane gas delivery and tank rental services for PSEC Communication sites for two years, from January 31, 2024 through January 31, 2026; 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 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; and (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 10/2/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries 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: October 8, 2024
xc: Sheriff

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$65,500	\$65,500	\$131,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% PSEC Budget			Budget Adjustment: No	
			For Fiscal Year: 24/25-25/26	

C.E.O. RECOMMENDATION: Approve

BR: 25-028

Prev. Agn. Ref.: N/A

BACKGROUND:

Summary

The Sheriff's Office's Public Safety Enterprise Communication (PSEC) Division is requesting approval of the Amended and Restated Professional Services Agreement with AmeriGas Propane, L.P., for propane gas delivery and propane tank rentals for 58 various remote sites. PSEC currently has 21 sites at remote mountain or hilltop locations requiring 4x4 off-road vehicles and AmeriGas, L.P., has been the only supplier to successfully provide these services since 2019.

The PSEC system is the primary communication services for the Sheriff's Office and multiple County public safety agencies. PSEC has a total of fifty-eight various remote sites with standby generators which require propane fuel to provide backup power. The sites provide significant radio coverage for the PSEC system enabling vital communications for Sheriff, Fire command, and other public-safety first responders while responding to emergency incidents.

The sites are in remote locations where fuel delivery is difficult. Interruption of fuel services to the below communication sites will cause service outages to the PSEC radio system.

Impact on Residents and Businesses

The public safety agencies of Riverside County, including City police departments, Fire, DA, 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 allow the refuel of tanks that are supporting standby generators allowing PSEC sites to remain operational and 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.

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

Description:	FY 24/25	FY 25/26	Total
One-time Costs:			
<i>Propane Gas Delivery to Various locations</i>	\$65,500	\$65,500	\$131,000
<i>Total Costs</i>	\$65,500	\$65,500	\$131,000

Contract History and Price Reasonableness

The Central Purchasing and Fleet Services Department released a Request for Quote (RFQ) # PEARC-039 on September 18, 2018, with a closing date of October 17, 2018, which awarded AmeriGas Propane, L.P. an agreement with the County of Riverside for propane fuel delivery and tank rental services for 5 years effective January 2, 2019.

On January 31, 2020, the Central Purchasing and Fleet Services Department approved Amendment No. 1 which amended the period of performance, tank locations, tank rental cost and site locations.

On July 1, 2022, the Central Purchasing and Fleet Services Department approved Amendment No. 2 which increased the annual budget, added the electronic/digital signature section, amended site locations and the cost quote and emergency callouts section.

The current request is to amend and restate the current agreement between the County of Riverside and AmeriGas L.P. for 2 additional years, through January 31, 2026.

AmeriGas has offered RSO a significant discount since July 2022, by keeping costs the same, without requesting a budget increase. According to the Consumer Price Index (CPI), the overall price increase in fuel is shown as:

- 2023 – 6.5% - Savings of \$4,257.50
- 2024 – 2.3% - Savings of \$1,506.50

ATTACHMENTS:

1. Amended and Restated Professional Services Agreement
2. Single Source Justification 24-264

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

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet

9/27/2024

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst

10/2/2024

Amrit Dhillon
Amrit Dhillon

9/24/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel

9/25/2024

AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

for

Propane Gas Delivery and Services for Various Sites for Public Safety Enterprise Communications (PSEC)

between

COUNTY OF RIVERSIDE

and

AmeriGas Propane, L.P.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	4
3. Compensation	4
4. Alteration or Changes to the Agreement	5
5. Termination.....	6
6. Ownership/Use of Contract Materials and Products	7
7. Conduct of Contractor.....	7
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	8
10. Subcontract for Work or Services.....	9
11. Disputes	10
12. Licensing and Permits	10
13. Use by Other Political Entities.....	10
14. Non-Discrimination	10
15. Records and Documents	11
16. Confidentiality	11
17. Administration/Contract Liaison	12
18. Notices	12
19. Force Majeure	12
20. EDD Reporting Requirements	12
21. Hold Harmless/Indemnification.....	13
22. Insurance	14
23. General	16
Exhibit A-Scope of Service.....	20
Exhibit B- Payment Provisions	22
Exhibit C - Locations	23
Attachment A-1.....	27

This Amended and Restated Agreement (“Agreement”) is effective upon the Effective Date (defined below) between AmeriGas Propane, L.P., a Delaware limited partnership (herein referred to as “CONTRACTOR”), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as “COUNTY”).

RECITALS

- A. **WHEREAS**, the Board of Supervisors approved the Professional Services Agreement with AmeriGas Propane, L.P. and COUNTY (“Original Agreement”), through competitive bid RFQ #PEARC-039, on March 1, 2019 (“Effective Date”);
- B. **WHEREAS**, Amendment No. 1, effective May 8, 2020, amended the Original Agreement, including sections related to the Period of Performance, Tank Locations, Tank Rental Cost, and Site Locations;
- C. **WHEREAS**, Amendment No. 2, effective July 1, 2022, amended the Original Agreement to increase the Annual Budget, add the Electronic / Digital Signature section, amended Site Locations, and amended Cost Quote and Emergency Callouts; and
- D. **WHEREAS**, COUNTY and CONTRACTOR now desire to amend and restate the Agreement.

The Parties now 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 prices stated in Exhibit B, Payment Provisions, and Exhibit C, Location of sites in this 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 of 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 upon the Effective Date and continues in effect through January 31, 2026, 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 B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$65,500 annually including all expenses. CONTRACTOR shall notify COUNTY (Public Safety Enterprise Communication and assigned Procurement Contract Specialist) in writing of any request for an increase to the annual Agreement amount. Once reviewed and approved by both Public Safety Management and the assigned Procurement Contract Specialist, a written amendment to this Agreement will state those changes and shall be forwarded to County Counsel for review and approval as to form. 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 B, 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). The base price for propane shall be based on the Butane-Propane Daily News (Los Angeles) posted price or most current average. The COUNTY requires written proof 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.

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) 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. For this Agreement, send the invoices to:

RSO/PSEC
7195 Alesandro Blvd
Riverside, CA 92506
Psecaccounting@riversidesheriff.org

- a) Contractor shall provide an invoice showing the invoice number and date; remittance address, delivery date, site location, quantity delivered propane; Agreement number PEARC-40503-001-

1/24; 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 90 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 provide adequate cooperation to any inspector or other COUNTY representative to permit him/her 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, except for tank monitoring services, 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 reasonably available, upon 30 days written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are reasonably 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 Public Safety Enterprise Communication (PSEC) Management, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Agent, or designee, is to serve as the liaison with CONTRACTOR and the COUNTY Public Safety Enterprise Communication (PSEC) Management, or designee, in connection with this Agreement. Purchasing Agent, or designee, liaison duties include, but are not limited to, written amendments and corrective actions.

17.1 Riverside County Public Safety Enterprise Communication (PSEC)

7195 Alessandro Boulevard, Ste. A
Riverside, CA 92506
Phone: 951-955-0561

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

Public Safety Enterprise Communication (PSEC)
7195 Alessandro Boulevard, Ste. A
Riverside, CA 92506
Attn: Procurement Contract Specialist

CONTRACTOR

AmeriGas Propane LP
1101 Lake Havasu Blvd.
Lake Havasu, AZ 86403
Attn: Loree Haggarty
With a Copy to:
AmeriGas Propane, L.P.
500 North Gulph Road
King of Prussia, PA 19406
Attn: Law Department

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, 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 to the extent caused by CONTRACTOR, 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 reasonable attorney fees, cost of investigation, defense and settlements or awards) in any claim or action for the recovery of damages caused by CONTRACTOR 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.

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 include 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 include the COUNTY as Additional Insureds.

D. -OMITTED-

E. 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 retention's 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) of the parties included in this Agreement 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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

AmeriGas Propane, L.P., a Delaware limited limited partnership, by AmeriGas Propane, GP, LLC, its general partner



By: 
Chuck Washington,
Board of Supervisors, Chair

By: Kevin Kelleher
Name: Kevin Kelleher
Title: Vice President- Supply & Logistics

Dated: 10/08/2024

Dated: Sep 18, 2024

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

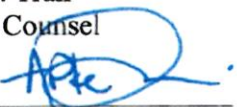
By: 
Amrit P. Dhillon
Deputy County Counsel

Exhibit A Scope of Services

A. Contractor Requirements:

1. Four-wheel-drive vehicle(s) shall be required for delivering propane to all sites where 4x4 is required, reference Exhibit C Site Locations. Sites, such as Chuckwalla and Spring Hill shall require a large tanker and a smaller delivery truck to access the current road conditions that can be accessed by CONTRACTOR'S trucks without four-wheel-drive.
2. Contractor shall contact the assigned point of contact at Public Safety Enterprise Communications (PSEC) within 72 hours' notice to schedule a technician for access to the site.
3. Emergency Callouts - The County of Riverside considers it an emergency when a tank has a leak, is less than 25% full, any damage is sustained to a tank, and any item that can affect the operation of the fueling system. Response time for these emergency deliveries is four (4) hours. For a mountain top site, four (4) to six (6) hours is the requirement, unless there are issues with the road conditions and/or access to propane tanks.
4. Contractor shall perform all deliveries to all facilities in a safe and professional manner.
5. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to prevent accidents from occurring.
6. Contractor shall provide systems necessary to prevent spill in accordance with state and federal environmental regulations.
7. The delivery truck operator shall be present during delivery and take an active part in the prevention of spills. The delivery truck operator will take immediate actions to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs.
8. Delivery operator shall perform a visual inspection at the time of propane fill.
9. Contractor to provide an updated contact list of a primary point of contact and a backup point of contact for scheduling and/or confirmation of delivery. If there is a change in staff, Contractor will provide an updated list to PSEC Site Manager(s).
10. Contractor to provide monthly delivery report during the term of the contract. Reports shall include but not be limited to the following:
 - a) Delivered to location
 - b) Date delivered
 - c) Quantity delivered
 - d) Total cost of delivery
11. Contractor is required to have a Colorado River Indian Tribe (CRIT) Business License. Contractor currently does not carry this type of Business License, Contractor shall submit a Letter of Intent and Contractor has up to 45 days to provide the County a copy of the CRIT Business License or contract will be terminated.

12. Contractor must comply with all state, local, and federal safety laws applicable to work needed for completion of propane delivery service.

B. Service Scheduling

1. Service scheduling shall be made with the County of Riverside PSEC Site Manager(s) prior to start of work. The Site Manager's information shall be provided by PSEC Management for scheduling delivery services. In addition, a kickoff meeting with the Contractor shall be conducted to review the requirements of the contract between the County and Contractor.

C. Tank Repairs

1. Contractor shall be responsible for inspecting County owned propane tank(s) when called and on each delivery check pressure, regulator and leak testing to ensure that the tanks are in a safe condition according to industry standards and regulatory requirements.
2. 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.
3. Riverside County owns all propane tanks, except four (4) propane tanks located in Banning, Big Maria, Hemet and Line, 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).

D. Tank Monitoring Equipment and Services

1. This is optional service to the County. If County decides to move forward requesting Tank Monitoring equipment and services from Contractor, County shall require to review equipment specifications and leasing documents, to verify equipment and services will fit the needs of the County. Services shall not exceed \$100,000 per year without approval by Riverside County Board of Supervisors.

E. Site Access

1. County will assign a contact person and phone number from PSEC department to the Contractor to gain access to all sites referenced in Exhibit C, Site Locations on page 21 to 25.

D. Representative

Loree Haggerty, Account Manager

E-mail: Loree.Haggerty@amerigas.com

Exhibit B Payment Provisions

A. Pricing

1. The base price for Propane shall be based on the Butane-Propane Daily News posted price or most current average.
2. All proposed pricing shall be inclusive of any fuel surcharge, and miscellaneous fees.
3. No imposed fee to the County if a propane delivery of less than the following minimums: 200- gallon minimum for tanks 500 gallons or larger.
4. The County has various locations listed in Exhibit C, on page 21 to 25. If new County locations are required, pricing for the new locations will be the same as other locations within that area. Installation planning, scheduling and all costs associated for additional tanks will be determined and agreed upon by Public Safety Enterprise Communications (PSEC) Management and the contractor through an Amendment adding those locations.
5. Any services shall not exceed \$100,000 per year without approval by Riverside County Board of Supervisors.
6. Trip Charges may vary from site depending on travel time, road conditions, and site locations. Base flat rate charge is \$300.00.
7. Monthly Tank Rental costs for the three (3) sites: Banning, Big Maria (Arizona), and Hemet shall be \$12.92 per propane tank.
8. Emergency Response Time for Emergency Callouts shall be a flat rate of \$150.00 per site. Single fee based on bringing in resources not budgeted during normal operation hours.
9. Annual Tank Rental costs for one (1) site: Line shall be \$99.00 per propane tank.

Exhibit C Site Locations

Table 1 (37) locations -Do not require 4x4 off-road vehicle:

Propane tanks at these locations are owned by the County. Tank sizes vary at each site locations.

Number of Locations	Facility Name	Terrain	City/State
1.	Arlington	Paved Road	Riverside
2.	Avocado Flats	Hill Top Dirt Road	Fallbrook
3.	Belle	Hill Top Dirt Road	Joshua Tree
4.	Billy Goat	Dirt Road	Aguanga
5.	Black Rock	Hill Top Dirt Road	Blythe
6.	Brookside	Paved Road	Beaumont
7.	Cactus City	Hill Top Dirt Road	Indio
8.	Cajalco	Hill Top Dirt Road	Corona
9.	Clinton Keith	Hill Top Dirt Road/	Murrieta
10.	Corn Springs	Paved Road	Desert Center
11.	Corona	Paved Road	Corona
12.	El Cariso	Mountain Top Dirt Road	Lake Elsinore
13.	Grape Hill	Paved Road	Corona
14.	Hemet	Paved Road	Hemet
15.	Hidden Valley	Dirt Road	Arizona
16.	Hollingsworth	Paved Road	Murrieta
17.	Homeland	Paved Road	Homeland
18.	Lake Hemet	Mountain Top Dirt Road	Hemet
19.	Lake Riverside	Dirt Road	Aguanga
20.	Leona	Hill Top Dirt Road	Perris
21.	Line	Paved Road	Mecca

Number of Locations	Facility Name	Terrain	City/State
22.	Marshell	Hill Top Dirt Road	Perris
23.	Mead Valley	Paved Road	Perris
24.	Mecca Landfill	Dirt Road	Mecca
25.	Menifee	Paved Road	Menifee
26.	Morongo	Dirt Road	Cabazon
27.	Mt. David	Hill Top Dirt Road	Beaumont
28.	Perris	Paved Road	Perris
29.	Redondo Mesa	Hill Top Paved Road	Murrieta
30.	Rice	Dirt Road	Desert Center
31.	Ridge Road	Hill Top Dirt Road	Lake Elsinore
32.	Road 177	Dirt Road	Desert Center
33.	Temescal	Dirt Road	Corona
34.	Vaquero	Hill Top Paved Road	Temecula
35.	Vidal Junction	Dirt Road	Earp
36.	Whitewater	Hill Top Dirt Road	Banning
37.	Wiley's Well	Dirt Road	Desert Center

Table 2: (21) Locations Require 4X4 off-road vehicle:Propane tanks at these locations are owned by the County. Tank sizes vary at each site locations.

Number of Locations	Facility Name	Terrain	City/State
1.	Beacon Hill	Hill Top Dirt Road	Norco
2.	Blue Mountain	Mountain Top Dirt Road	Grand Terrace
3.	Box Springs	Mountain Top Dirt Road	Riverside
4.	Chuckwalla	Mountain Top Dirt Road	Desert Center
5.	Edom Hill	Hill Top Dirt Road	Palm Springs
6.	Elsinore Peak	Mountain Top Dirt Road	Lake Elsinore
7.	Green River	Hill Top Dirt Road	Corona
8.	Indio Hill	Mountain Top Dirt Road	Indio
9.	Iron Mountain	Mountain Top Dirt Road	Earp
10.	Joshua Tree	Hill Top Dirt Road	Joshua Tree
11.	Lake Mathews	Paved Road	Riverside
12.	Marion Ridge	Mountain Top Paved Road	Pine Cove
13.	Quail Mesa	Hill Top Dirt Road	Arizona
14.	Quail Valley	Hill Top Dirt Road	Quail Valley
15.	Ranger Peak	Mountain Top Dirt Road	Idyllwild
16.	Red Mtn.	Mountain Top Dirt Road	Hemet
17.	Santiago Peak	Mountain Top Dirt Road	Corona
18.	Snow Peak	Mountain Top Dirt Road	Morongo Valley
19.	Spring Hill	Hill Top Dirt Road	Desert Center
20.	Timoteo	Hill Top Dirt Road	Moreno Valley
21.	Winchester	Hill Top Dirt Road	Hemet

Table 3: ** One (1) location Requires 4x4 off-road vehicle and the other three (3) locations do not require 4x4 off-road vehicle:

Propane tanks at these locations are rentals. Tank sizes vary at each site location.

Number of Locations	Terrain	City/State
Banning	Flat Paved	Banning
**Big Maria	Mountain Top (4x4 required)	Arizona
Hemet	Paved Road	Hemet
Line	Paved Road	Mecca

**ATTACHMENT A-1
Cost Quote**

TABLE 1: (36) LOCATIONS DO NOT REQUIRE 4X4 OFF-ROAD VEHICLES

Number of Locations	Facility Name	Terra in	Tank Capacity (Gallons)	Annual Usage (Approximate)	City / State	Butane Propane News (BPN) Posted Price (Gallons)	Profit Margin (Gallons)	Price per Gallons	Trip Charge (Point A- Contractor Location to Point B- Propane Site)	Hazmat Fee	Surcharge Fee
1	Arlington	Paved Road	2,000	800	Riverside	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
2	Avocado Flats	Hill Top Dirt Road	2,000	800	Fallbrook	\$ 1.2475	\$2.50	\$3.7475	\$300.00	\$0.00	\$0.00
3	Belle	Hill Top Dirt Road	2,000	800	Joshua Tree	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
4	Billy Goat	Dirt Road	500	200	Aguanga	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
5	Black Rock	Hill Top Dirt Road	2,000	800	Blythe	\$ 1.2475	\$2.50	\$3.7475	\$300.00	\$0.00	\$0.00
6	Brookside	Paved Road	2,000	800	Beaumont	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
7	Cactus City	Hill Top Dirt Road	2,000	800	Indio	\$ 1.2475	\$2.50	\$3.7475	\$300.00	\$0.00	\$0.00
8	Cajalco	Hill Top Dirt Road	2,000	800	Corona	\$ 1.2475	\$2.50	\$3.7475	\$300.00	\$0.00	\$0.00
9	Clinton Keith	Hill Top Dirt Road/	2,000	800	Murrieta	\$ 1.2475	\$2.50	\$3.7475	\$300.00	\$0.00	\$0.00
10	Corn Springs	Paved Road	2,000	800	Desert Center	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
11	Buena Vista (Corona)	Paved Road	2,000	300	Corona	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
12	El Cariso	Mountain Top Dirt Road	2,000	800	Lake Elsinore	\$ 1.2475	\$2.50	\$3.7475	\$300.00	\$0.00	\$0.00
13	Grape Hill (Corona)	Paved Road	500	200	Corona	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
14	Hemet	Paved Road	500	200	Hemet	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
15	Hidden Valley	Dirt Road	2,000	800	Arizona	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
16	Hollingsworth	Paved Road	500	800	Murrieta	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
17	Homeland	Paved Road	2,000	800	Homeland	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
18	Lake Hemet	Mountain Top Dirt Road	500	200	Hemet	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
19	Lake Riverside	Dirt Road	2,000	800	Aguanga	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
20	Leona	Hill Top Dirt Road	2,000	800	Perris	\$ 1.2475	\$2.50	\$3.7475	\$300.00	\$0.00	\$0.00

21.	Marshell	Hill Top Dirt Road	2.000	800	Perris	\$ 1.2475	\$2.50	\$3.7475	\$300.00	\$0.00	\$0.00
22.	Mead Valley	Paved Road	2.000	800	Perris	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
23.	Mecca Landfill	Dirt Road	2.000	800	Mecca	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
24.	Menifee	Paved Road	2.000	800	Menifee	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
25.	Morongo	Dirt Road	2.000	800	Cabazon	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
26.	Mt. David	Hill Top Dirt Road	2.000	800	Beaumont	\$ 1.2475	\$2.50	\$3.7475	\$300.00	\$0.00	\$0.00
27.	Perris	Paved Road	2.000	800	Perris	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
28.	Redondo Mesa	Hill Top Paved Road	2.000	800	Murrieta	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
29.	Rice	Dirt Road	2.000	800	Desert Center	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
30.	Ridge Road	Hill Top Dirt Road	2.000	800	Lake Elsinore	\$ 1.2475	\$2.50	\$3.7475	\$300.00	\$0.00	\$0.00
31.	Road 177	Dirt Road	2.000	800	Desert Center	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
32.	Temescal	Dirt Road	2.000	800	Corona	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
33.	Vaquero	Hill Top Paved Road	2.000	800	Temecula	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
34.	Vidal Junction	Dirt Road	2.000	800	Earp	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00
35.	Whitewater	Hill Top Dirt Road	2.000	800	Banning	\$ 1.2475	\$2.50	\$3.7475	\$300.00	\$0.00	\$0.00
36.	Wiley's Well	Dirt Road	2.000	800	Desert Center	\$ 1.2475	\$2.50	\$3.7475	\$0.00	\$0.00	\$0.00

Amended Emergency Callouts

The County of Riverside considers it an emergency when a tank has a leak, is less than 25% full, any damage is sustained to a tank, and any item that can affect the operation of the fueling system. The County requirement for a "Response time" for these emergency deliveries is four (4) hours to those sites that do not require 4x4. For a mountain top sites and other sites that require 4x4, four (4) to six (6) hours is the requirement. List cost per hourly rate and additional cost for extra equipment required.

Number of Locations	Facility Name	Terrain	Emergency Response Time per Geographical Segment East/West Region	Hourly Rate	Add. /Misc. charges (see Cost Narrative bidder's response box below)
1.	Arlington	Paved Road	West	\$0.00	\$150.00
2.	Avocado Flats	Hill Top Dirt Road	West	\$0.00	\$150.00
3.	Belle	Hill Top Dirt Road	East	\$0.00	\$150.00
4.	Billy Goat	Dirt Road	West	\$0.00	\$150.00
5.	Black Rock	Hill Top Dirt Road	East	\$0.00	\$150.00
6.	Brookside	Paved Road	West	\$0.00	\$150.00
7.	Cactus City	Hill Top Dirt Road	East	\$0.00	\$150.00
8.	Cajalco	Hill Top Dirt Road	West	\$0.00	\$150.00
9.	Clinton Keith	Hill Top Dirt Road (4X4 required)	West	\$0.00	\$150.00
10.	Com Springs	Paved Road	East	\$0.00	\$150.00
11.	Buena Vista (Corona)	Paved Road	West	\$0.00	\$150.00
12.	El Cariso	Mountain Top Dirt Road	West	\$0.00	\$150.00
13.	Grape Hill	Paved Road	West	\$0.00	\$150.00
14.	Hemet	Paved Road	West	\$0.00	\$150.00
15.	Hidden Valley	Dirt Road (4x4 required)	East	\$0.00	\$150.00
16.	Hollingsworth	Paved Road	West	\$0.00	\$150.00
17.	Homeland	Paved Road	West	\$0.00	\$150.00
18.	Lake Hemet	Mountain Top Dirt Road	West	\$0.00	\$150.00
19.	Lake Mathews	Paved Road	West	\$0.00	\$150.00
20.	Lake Riverside	Dirt Road	West	\$0.00	\$150.00
21.	Leona	Hilltop Dirt Road	West	\$0.00	\$150.00
22.	Line	Paved Road	East	\$0.00	\$150.00
23.	Marshall	Hilltop Dirt Road	West	\$0.00	\$150.00
24.	Mead Valley	Paved Road	West	\$0.00	\$150.00
25.	Mecca Landfill	Dirt Road	East	\$0.00	\$150.00
26.	Menifee	Paved Road	West	\$0.00	\$150.00
27.	Morongo	Dirt Road	West	\$0.00	\$150.00
28.	Mt David	Hilltop Dirt Road	West	\$0.00	\$150.00
29.	Perris	Paved Road	West	\$0.00	\$150.00
30.	Redondo Mesa	Hilltop Dirt Road	West	\$0.00	\$150.00
31.	Rice	Dirt Road	East	\$0.00	\$150.00
32.	Ridge Road	Hilltop Dirt Road	West	\$0.00	\$150.00
33.	Road 177	Dirt Road	East	\$0.00	\$150.00
34.	Temescal	Dirt Road	West	\$0.00	\$150.00
35.	Vaquero	Hilltop Dirt Road	West	\$0.00	\$150.00
36.	Vidal Junction	Dirt Road	East	\$0.00	\$150.00
37.	Whitewater	Hilltop Dirt Road (4X4 required)	East	\$0.00	\$150.00
38.	Wiley's Well	Dirt Road	East	\$0.00	\$150.00
39.	Blue Mountain	Mountain Top Dirt Road (4X4 required)	West	\$0.00	\$150.00

40.	Box Springs	Mountain Top Dirt Road (4X4 required)	West	\$0.00	\$150.00
41.	Chuckwalla	Mountain Top Dirt Road (4X4 required)	East	\$0.00	\$150.00
42.	Edom Hill	Hill Top Dirt Road (4x4 required)	East	\$0.00	\$150.00
43.	Elsinore Peak	Mountain Top Dirt Road (4X4 required)	West	\$0.00	\$150.00
44.	Green River	Hill Top Dirt Road (4x4 required)	West	\$0.00	\$150.00
45.	Indio Hill	Mountain Top Dirt Road (4X4 required)	East	\$0.00	\$150.00
46.	Iron Mountain	Mountain Top Dirt Road (4X4 required)	East	\$0.00	\$150.00
47.	Joshua Tree	Hill Top Dirt Road (4x4 required)	East	\$0.00	\$150.00
48.	Lake Mathews	Paved Road (4x4 required)	West	\$0.00	\$150.00
49.	Marion Ridge	Mountain Top Paved Road (4x4 required)	West	\$0.00	\$150.00
50.	Quail Mesa	Hill Top Dirt Road (4x4 required)	East	\$0.00	\$150.00
51.	Quail Valley	Mountain Top Dirt Road (4x4 required)	West	\$0.00	\$150.00
52.	Ranger Peak	Mountain Top Dirt Road (4x4 required)	West	\$0.00	\$150.00
53.	Red Mountain	Mountain Top Dirt Road (4x4 required)	West	\$0.00	\$150.00
54.	Santiago Peak	Hill Top Dirt Road (4x4 required)	West	\$0.00	\$150.00
55.	Snow Peak	Hill Top Dirt Road (4x4 required)	West	\$0.00	\$150.00
56.	Spring Hill	Hill Top Dirt Road (4x4 required)	West	\$0.00	\$150.00
57.	Timoteo	Hill Top Dirt Road (4x4 required)	East	\$0.00	\$150.00
58.	Winchester	Hill Top Dirt Road (4x4 required)	West	\$0.00	\$150.00

Signature: Kevin Kelleher
Kevin Kelleher (Sep 18, 2024 10:18 EDT)

Email: kevin.kelleher@amerigas.com








Complete_with_Docusign_Amended_Restated_Agre

Final Audit Report

2024-09-18

Created:	2024-09-18
By:	SAMUEL COX (SLCOX@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdXj5HzAzilFEiOvVTB5h6RbO9Ypkv0ST

"Complete_with_Docusign_Amended_Restated_Agre" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2024-09-17 - 10:46:06 PM GMT
-  Document created by SAMUEL COX (SLCOX@RIVCO.ORG)
2024-09-18 - 12:51:24 PM GMT
-  Document emailed to kevin.kelleher@amerigas.com for signature
2024-09-18 - 12:52:34 PM GMT
-  Email viewed by kevin.kelleher@amerigas.com
2024-09-18 - 1:51:08 PM GMT
-  Signer kevin.kelleher@amerigas.com entered name at signing as Kevin Kelleher
2024-09-18 - 2:18:32 PM GMT
-  Document e-signed by Kevin Kelleher (kevin.kelleher@amerigas.com)
Signature Date: 2024-09-18 - 2:18:34 PM GMT - Time Source: server
-  Agreement completed.
2024-09-18 - 2:18:34 PM GMT



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

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

SS-SHERIFF, AMERIGAS PROPANE, L.P.

Date: 05/02/2024
From: Amanda Bennett, Deputy Director of Administrative Services
To: Board of Supervisors/Purchasing Agent
Via: Patricia Byrd, Communications Technology Manager, (951) 955-1086
Subject: Single Source Procurement; Request to Extend Period of Performance for Propane Delivery and Services for various sites

The below information is provided in support of Public Safety Enterprise Communications (PSEC) Department requesting approval for a single source.

1. **Supplier being requested:** AmeriGas Propane, L.P.
2. **Vendor ID:** 000003042
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**
 Yes **No**

- 4a. **Was the request approved for a different project?**
 Yes **No**

5. **Supply/Service being requested:**

The Public Safety Enterprise Communications (PSEC) Department seeks to continue propane gas delivery and propane tank rentals with AmeriGas Propane, L.P. for 58 various remote sites. Of those sites, 54 tanks are owned by the County and 4 tanks are rentals.

6. **Unique features of the supply/service being requested from this supplier.**

In order for AmeriGas to provide services to 21 remote locations, 4x4 off-road vehicles are required due to Mountain or Hill Top dirt locations. AmeriGas has successfully provided services to these terrain challenged locations since 2019.



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

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

SS-SHERIFF, AMERIGAS PROPANE, L.P.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

The unique features provided by AmeriGas to provide propane gas delivery to the 21 remote locations with mountain top and/or hilltop dirt terrain is what makes this supplier a sole source provider. AmeriGas has been the only supplier to provide these services to the County over the past several years. It is a benefit to have this AmeriGas to provide these services with the use of 4x4 vehicles to meet the County's needs and requirements.

8. Period of Performance: From: February 1, 2024, to January 31, 2026
(4 years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Description:	FY 23/24	FY 24/25	FY 25/26	Total
One-time Costs:				
<i>Propane Gas Delivery to Various locations</i>	\$32,750.00	\$65,500.00	\$65,500.00	\$163,750.00
<i>Total Costs</i>	\$32,750.00	\$65,500.00	\$65,500.00	\$163,750.00



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

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

SS-SHERIFF, AMERIGAS PROPANE, L.P.

10. Price Reasonableness:

AmeriGas has offered RSO a significant discount since July 2022, by keeping costs the same, without requesting a budget increase. According to the Consumer Price Index (CPI), the overall price increase in fuel is shown as:

- 2023 – 6.5% - Savings of \$4257.50
- 2024 – 2.3% - Savings of \$1506.50

11. Projected Board of Supervisor Date (if applicable): June 11, 2024

{Signature page to follow}



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

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

Chief Deputy Signature
(or designee)

Print Name

Date

SS-SHERIFF, AMERIGAS PROPANE, L.P.

Assistant Sheriff Signature
(or designee)

Print Name

Date

Department Head Signature
(or designee)

Print Name

Date

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

Purchasing Department Comments:



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

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

SS-SHERIFF, AMERIGAS PROPANE, L.P.

Approve

Approve with Condition/s

Disapprove

Condition/s:

By signing above, department attests all legal and contractual requirements have been met by the by the selected supplier.

Board approval for the amended and restated agreement is estimated to be on the 6/25/2024 agenda and include \$16,375 in additional compensation.

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)

(If Annual Amount Varies each FY)

FY 23/24 : \$ 32,750

FY 24/25 : \$ 65,500

FY 25/26 : \$ 65,500

FY _____ : \$ _____

FY _____ : \$ _____

BOS to approve up to \$16,375 in additional compensation.

Reviewed by Procurement Contract Specialist (PCS):

Signature: _____

Date: 5/20/24

Melissa Curtis

5/29/2024

24-264

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)