

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: General Services Agency

BOARD AGENDA # *B-7

Urgent Routine

AGENDA DATE November 25, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Enter into an Agreement with Stan Boyett & Son, Inc. of Modesto, California for Fuel Card Services

STAFF RECOMMENDATIONS:

1. Authorize the General Services Agency Director/Purchasing Agent to enter into and sign an agreement with Stan Boyett & Son, Inc., for fuel card services.
2. Authorize the General Services Agency Director/Purchasing Agent to sign any subsequent amendments on behalf of the County during the term of the agreement.

FISCAL IMPACT:

In Fiscal Year 2013-2014, GSA paid \$915,884 for the purchase 260,712 gallons of unleaded and/or diesel fuel, calculated at base cost plus a markup of \$0.09 per gallon as required under the current agreement, which expires at the end of November, 2014. The Fiscal Year 2014-2015 Final Adopted Budget estimates \$1,004,831 for the purchase of 268,832 gallons of fuel, calculated in the same manner as the prior year.

Under the proposed participation agreement with the City of Modesto, the County will retain the competitive rate of base cost plus a markup of \$0.09 per gallon.

BOARD ACTION AS FOLLOWS:

No. 2014-577

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

The Fleet Services Division of the General Services Agency (GSA) oversees the card-lock fuel program for all county departments with the exception of Public Works and the Department of Environmental Resources – Landfill Division. The majority of vehicles are fueled through the Public Works Morgan Road Shop but, due to distance or efficiency of workflow, it may be necessary to fuel vehicles in other locations.

There are currently 649 fuel cards issued to County departments. Departments are issued cards for use at participating card-lock stations and only for fueling County-owned vehicles and rental cars. When fueling a vehicle, employees must enter the vehicle number and personal identification number for tracking purposes. GSA reviews monthly statements prior to billing fuel costs to County Departments. Use of the card-lock program is governed by the General Services Agency Fleet Services Policy as approved by the Board of Supervisors on March 12, 2013.

GSA is requesting Board approval to enter into an agreement with Stan Boyett & Son, Inc. (Boyett) based upon RFP No. 0809-21 issued by the City of Modesto (City) which was approved by the City Council on October 28, 2014.

The RFP process followed by the City is similar to the process used by the County which focuses on a broad range of award criteria such as qualifications, references, company background and other pertinent criteria as well as price. Vendors participating in an RFP process are given scores based the criteria listed in the RFP, and the award is recommended to the highest scoring proposer, in contrast with a bid process which is awarded solely on pricing.

The City's RFP listed the following scoring criteria: company background, transaction parameters, fuel sites and hours of operation, audit procedures, quality assurance programs and cost. Cost was assigned 40 of the 120 available points.

The methodology used in the evaluation of Boyett as the County's selected vendor for fuel card-lock services was as follows:

- GSA reviewed the scope of work used in the City's RFP for fuel card-lock services and determined that this scope of work was consistent with the scope of work contained in the County's current agreement;
- The City's RFP included "Participation" language, allowing other government agencies to contract with Boyett using the same scope of work and rates. GSA approached Boyett with the same scope of work and requested Boyett to quote the County fuel card-lock services for all County departments and facilities.

Approval to Enter into an Agreement with Stan Boyett & Son, Inc. of Modesto, California
for Fuel Card Services
Page 3

- Government Code § 6502 and § 6508.2 allow public agencies to jointly exercise any power common to the contracting parties (see Tucker Land Co. v. State of California (2001) 94 Cal. App. 4th 1191).
- GSA also compared contract pricing set forth in the City's contract and found it equivalent to the pricing set forth in the County's current agreement.

If approved, the agreement will be effective December 1, 2014 and will continue through November 30, 2016, with three optional one-year renewal terms. The proposed new agreement will cover card-lock fuel services for all county vehicles and will give priority to County's emergency and law enforcement vehicles in case of a fuel shortage or state of emergency.

POLICY ISSUE:

The request for approval to participate in the existing City of Modesto Card-lock Fuel Services Agreement supports the Board of Supervisor's priorities of Efficient Delivery of Public Services and Effective Partnerships by improving efficiencies and securing the most competitive price for the purchase of fuel.

STAFFING:

Existing GSA staff will manage the agreement for fuel card services.

CONTACT:

Steve DeMass – GSA Fleet Services Manager. Telephone: (209) 558-3683

ATTACHMENT(S):

1. Agreement for Independent Contractor Services

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Stan Boyett & Son, Inc. a California corporation, ("Contractor") as of _____, 2014.

Recitals

WHEREAS, the County has a need for retail fuel card services;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. **Consideration**

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall include County, its Officers, Directors, Officials, Agents, Employees and volunteers as Additional Insureds under the General Liability and Auto policy and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. The Additional Insured endorsement under the Auto Liability will be "where required by written contract". All Insurance policies will include a Waiver of Subrogation in favor of County.

6.4 The Contractor's insurance coverage shall be primary insurance regarding County and County's officers, officials and employees. Any insurance or self-insurance maintained by County or County's officers, officials and employees shall be excess of Contractor's insurance and shall not contribute with Contractor's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its officers, directors, officials, agents, employees and volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any available insurance proceeds in

excess of the specified minimum limits required by this Agreement shall be available to County for defense and damages. The indemnity and insurance sections are stand alone and not dependent on each other for coverage limits

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:
Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Contractor:
President, Stan Boyett & Son, Inc.
601 McHenry Avenue
Modesto, CA 95350

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

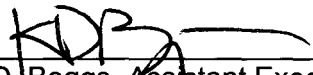
Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.


IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Keith D. Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent

"County"

STAN BOYETT & SON, INC.

By: 
Dale Boyett, President

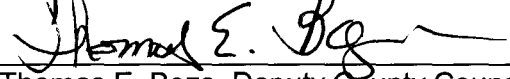
"Contractor"

APPROVED: November 25, 2014
BOS Resolution # 2014-577

APPROVED AS TO CONTENT:
General Services Agency – Fleet Svcs. Div.

By: 
Steven DeMass, Fleet Manager

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Thomas E. Boze, Deputy County Counsel

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EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. Contractor shall furnish fuel card-lock services (the Card System) for the purchase of fuel, on an ongoing basis, throughout the term of this agreement, within the County limits, and also providing a network of fueling stations throughout the state, as outlined in Exhibit "B", and in strict accordance with the conditions of this Agreement.
2. Fuel Card-lock Services:
 - a. Contractor shall provide all initial cards and any lost or stolen cards at no cost to the County during the life of this Agreement.
 - b. The Card System shall have the following features:
 - The ability to identify the equipment assigned to the card (i.e., assigned vehicle number);
 - The ability to identify the single person assigned to the card (i.e., personal identification; number, or PIN);
 - No keyed entry of operator identity or equipment identity shall be allowed.
 - Reporting system shall have the capability of identifying which cards are used for each transaction.
 - All County transactions shall be validated to cards issued to the County, and no other vendor card or PIN will access the County's account.
 - All cards issued to County personnel shall be from a validated list of County employees approved in writing by the County Fleet Manager.
 - The County shall have the ability to cancel (deactivate) employee PIN or vehicle card.
 - Employee, vehicle and mileage shall be validated on each transaction.
 - Transaction Limits shall be determined and implemented by the County's Fleet Manager.
3. Contractor shall perform the services contemplated herein in a professional and workmanlike manner under the direction of and to the satisfaction of the County's Fleet Services Manager.
4. Contractor shall provide the services and deliverables set forth herein at the following contracted costs:

Item Description	Price/Gallon(Mark-Up Margin)
Unleaded, 87 Minimum Octane	\$0.09
Unleaded, 91 Minimum Octane	\$0.09
Diesel, No. 2 Clear, Ultra Low Sulfur	\$0.09
Surcharge for accessing a non-vendor owned fuel network	\$0.07
Web access for daily fuel card-lock transactions (real time)	-No Charge-

NOTE: All fuel prices shall be billed on Daily Average OPIS Unbranded Low Stockton

5. In the case of a fuel shortage, the County's emergency and law enforcement vehicles must have priority over all other vehicles.
6. All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in Request for Proposal and Specification #1314-38 issued by the City of Modesto; the Contractor's responding proposal; Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable,

together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement, and 3rd the RFP.

B. COMPENSATION

The Contractor shall be compensated for the services and deliverables provided under this Agreement as follows:

1. Contractor shall submit itemized invoices to County twice monthly as follows:

By US Mail:

Stanislaus County Fleet Services
Attn: Steven DeMass
448 E. Hackett Road
Modesto, CA 95358

OR

By Electronic Mail:

DeMassS@stancounty.com

2. Itemization shall include: transaction details; date; time; location fueled; equipment; truck driver; fuel type, quantity of fuel; and cost of fuel.
3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided hereunder during the initial 2-year term shall not exceed \$1,900,000.00 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

“3.1 The term of this Agreement shall be for a period of 2 years beginning December 1, 2014 through November 30, 2016, unless otherwise terminated as provided below. This Agreement will not automatically renew but may be renewed for 3 additional one-year terms by mutual, written agreement of the parties. Such renewal shall be in the form of an amendment to the Agreement.”

D. REPRESENTATIVES

The parties' respective Project Managers shall be:

For County:

Steven DeMass, Fleet Manager
Stanislaus County GSA-Fleet Svcs. Div.
448 E. Hackett Road
Modesto, CA 95356
(209) 558-3659
DeMassS@stancounty.com

For Contractor:

Scott Castle, VP of Retail Operations
Boyett Petroleum
601 McHenry Road
Modesto, CA 95350
(209) 577-6000
scastle@boyett.net

EXHIBIT B
LIST OF STATIONS

EXHIBIT I

1.6

Sites and Hoses For All Local Points of Sale

LOCATION	CITY	Gasoline Hoses	#2 Diesel Hoses	Vendor/Non-Vendor Owned Site
9TH AND D	MODESTO	6	4; two with satellite	V
DALE AND PELANDALE	MODESTO	12	8	V
COFFEE AND BRIGGSMORE	MODESTO	5	3	V
CLAUS AND BRIGGSMORE	MODESTO	12	8	V
320 CODONI	MODESTO	2	3; two with satellite	V
4537 BROADWAY	SALIDA	12	4; two with satellite	V
613 E. "F" ST	OAKDALE	8	4	V
MITCHELL & WHITMORE	CERES	12	8	V
237 E. WHITMORE AVE.	CERES			NV
CRUISERS # 10	MODESTO	12	8	V
1515 WEST "F" STREET	OAKDALE	4	1	V
2501 E. JACKSON AVE.	ESCALON	4	2	V
1149 WEST "F" STREET	OAKDALE	8	4	V
5675 7th STREET	KEYES			NV
2468 3rd STREET	HUGHSON			NV
801 N. 7th STREET	MODESTO			V
816 S. FRONTAGE RD.	RIPON			NV

All Sites 24/7 Access

401 9th St and 320 Codoni are unattended sites, all other local points of sale have in addition to air and water, oil and other convenience store items.

EXHIBIT I

C

1.6C Northern California Cardlock Sites

Hwy 299 & 139	ADIN	CA
406 W. 8th	ALTURAS	CA
13210 Lincoln Way	AUBURN	CA
5491 'F' St.	BANTA	CA
630 Noyes Ct.	BENICIA	CA
656-143 Sawmill Cutoff Rd.	BIEBER	CA
1290 N. Main	BISHOP	CA
5362 Marysville Rd.	BROWNS VALLEY	CA
Hwy 299E & Sonoma	BURNEY	CA
Highway 299 E	CEDARVILLE	CA
2954 Whitmore Ave.	CERES	CA
690 Hwy 36	CHESTER	CA
2549 Scott Ave.	CHICO	CA
22798 Road 4	CHOWCHILLA	CA
7 Bullard Ave.	CLOVIS	CA
35335 Hwy 41	COARSEGOLD	CA
1535 Lurline Ave.	COLUSA	CA
1130 Pickerell Ave.	CORCORAN	CA
19845 Main St.	COTTONWOOD	CA
1089 US Highway 101 N	CRESCENT CITY	CA
2002 Lyndell Terrace	DAVIS	CA
4810 Chiles Rd.	DAVIS	CA
9305 Midway	DURHAM	CA
25 Canyon Creek Dr.	DUTCH FLAT	CA
3505 Broadway Street	EUREKA	CA
1149 S. Kaweah Avenue	EXETER	CA
44015 Hwy 299E	FALL RIVER MILLS	CA
710 N. Franklin St.	FORT BRAGG	CA
824 N. Franklin St.	FORT BRAGG	CA
11220 N. Hwy 3	FORT JONES	CA
1585 N. West Ave.	FRESNO	CA
2581 S. East Ave.	FRESNO	CA
3220 S. Parkway Dr.	FRESNO	CA
3404 W. Ashlan Avenue	FRESNO	CA
6725 N. Goldenstate Blvd.	FRESNO	CA
8847 Monterey Road	GILROY	CA
335 Railroad Ave.	GRASS VALLEY	CA
845 Walnut Ave.	GREENFIELD	CA
505 Virginia St.	GRIDLEY	CA
933 Huber Street	GROVER BEACH	CA
9535 E. 3rd St.	HANFORD	CA

31 Wright Rd.	HOLLISTER	CA
2468 3rd St.	HUGHSON	CA
18145 State Highway 108	JAMESTOWN	CA
5300 Main St.	KELSEYVILLE	CA
5675 7th St.	KEYES	CA
1785 S. Main St.	LAKEPORT	CA
3740 Highland Springs Rd.	LAKEPORT	CA
1735 W D Street	LEMOORE	CA
14749 N. Thornton Rd.	LODI	CA
351 N. Beckman Rd.	LODI	CA
41501 Hwy 97	MACDOEL	CA
28650 Ave. 12	MADERA	CA
631 S. Gateway Dr.	MADERA	CA
3011 Main St.	MAMMOTH LAKES	CA
1399 E. Yosemite Ave.	MANTECA	CA
4632 Hwy 49S	MARIPOSA	CA
11281 Hwy 88	MARTEL	CA
1111 B Street	MARYSVILLE	CA
427 14th St.	MARYSVILLE	CA
1455 'R' St.	MERCED	CA
385 S. Highway 59	MERCED	CA
1521 Carpenter Road	MODESTO	CA
1533 Coffee Road	MODESTO	CA
237 E. Whitmore Ave.	MODESTO	CA
320 Codoni Ave.	MODESTO	CA
4000 E. Briggsmore Ave.	MODESTO	CA
401 Ninth Street	MODESTO	CA
4120 Dale Rd.	MODESTO	CA
4931 McHenry Ave.	MODESTO	CA
1012 N. Mt. Shasta Blvd.	MOUNT SHASTA	CA
4200 Roseville Rd.	NORTH HIGHLANDS	CA
613 E. 'F' St.	OAKDALE	CA
40160 Hwy 49	OAKHURST	CA
1107 5th St.	OAKLAND	CA
1455 Furneaux Rd.	OLIVEHURST	CA
555 Oro Dam Blvd. E.	OROVILLE	CA
5309 Skyway	PARADISE	CA
226 N. 2nd St.	PATTERSON	CA
2891 Mosquito Rd.	PLACERVILLE	CA
1382 E. Main St.	QUINCY	CA
11341 White Rock Rd.	RANCHO CORDOVA	CA
5292 Caterpillar Rd.	REDDING	CA
410 Blomquist St.	REDWOOD CITY	CA
816 S. Frontage Rd.	RIPON	CA

4000 Cincinnati Ave.	ROCKLIN	CA
290 N. Sunrise Blvd.	ROSEVILLE	CA
609 B. Riverside Ave.	ROSEVILLE	CA
1201 Fee Dr.	SACRAMENTO	CA
200 N. 12th St.	SACRAMENTO	CA
4400 Raley Blvd.	SACRAMENTO	CA
5800 S. Watt Ave.	SACRAMENTO	CA
7001 East Pkwy	SACRAMENTO	CA
8221 Alpine Ave.	SACRAMENTO	CA
9687 Gore Rd.	SACRAMENTO	CA
4537 Broadway	SALIDA	CA
1511 Abbott St.	SALINAS	CA
721 Vertin Ave.	SALINAS	CA
2121 3rd St.	SAN FRANCISCO	CA
1790 S. 10th St.	SAN JOSE	CA
2075 Alum Rock Ave.	SAN JOSE	CA
2300 Kruse Dr.	SAN JOSE	CA
2708 Union Ave.	SAN JOSE	CA
444 E. Taylor St.	SAN JOSE	CA
2709 Teagarden	SAN LEANDRO	CA
75 Prado Rd.	SAN LUIS OBISPO	CA
3471 Lafayette St.	SANTA CLARA	CA
I-5 & CA Hwy 33S	SANTA NELLA	CA
4290 Santa Rosa Ave.	SANTA ROSA	CA
55 E. Todd Road	SANTA ROSA	CA
50 Janis Way	SCOTTS VALLEY	CA
2000 Del Monte Blvd.	SEASIDE	CA
4220 Mother Lode Dr.	SHINGLE SPRINGS	CA
201 Hospital Rd.	SONORA	CA
1033 W. Charter Way	STOCKTON	CA
4407 E. Waterloo Rd. (Hwy 88)	STOCKTON	CA
5777 S. French Camp Rd.	STOCKTON	CA
702-190 Johnstonville Rd.	SUSANVILLE	CA
7505 Colusa Highway	SUTTER	CA
34243 S. Chrisman Rd.	TRACY	CA
1120 E. Paige	TULARE	CA
351 Hwy 139	TULELAKE	CA
1001 S. Berkeley Ave.	TURLOCK	CA
309 S. Tully Rd.	TURLOCK	CA
2401 N. State St.	UKIAH	CA
917 Cotting Ln.	VACAVILLE	CA
28010 Valley Center Rd.	VALLEY CENTER	CA
205 N. Ben Maddox	VISALIA	CA
620 S. Santa Fe	VISTA	CA

103 Lee Rd.	WATSONVILLE	CA
41 Porter Dr.	WATSONVILLE	CA
395 E. Vista Way	WEED	CA
3022 Evergreen St.	WEST SACRAMENTO	CA
300 W. Main St.	WESTMORLAND	CA
Hwy 36 & A-21	WESTWOOD	CA
570 E St.	WILLIAMS	CA
251 Shell Ln.	WILLITS	CA
630 Eureka St. & 99W	WILLOWS	CA
183 W. Main St.	WOODLAND	CA
456 N. East St.	WOODLAND	CA
801 East St.	WOODLAND	CA
501 N. Foothill Dr.	YREKA	CA
1332 Bogue Rd.	YUBA CITY	CA
1466 Hwy 20	YUBA CITY	CA

EXHIBIT I
D

1.6D California Cardlock Sites

<u>Hwy 299 & 139</u>	ADIN	CA
<u>406 W. 8th</u>	ALTURAS	CA
<u>501 S. Olive St.</u>	ANAHEIM	CA
<u>551 S. Olive</u>	ANAHEIM	CA
<u>1131 El Camino Real</u>	ARROYO GRANDE	CA
<u>13210 Lincoln Way</u>	AUBURN	CA
<u>15840 Costajo St.</u>	BAKERSFIELD	CA
<u>1841 W. Mettler Frontage Rd.</u>	BAKERSFIELD	CA
<u>29541 Stockdale Hwy</u>	BAKERSFIELD	CA
<u>7248 Valpredo Rd. @ Hwy 99</u>	BAKERSFIELD/METTLER	CA
<u>5491 'F' St.</u>	BANTA	CA
<u>630 Noyes Ct.</u>	BENICIA	CA
<u>656-143 Sawmill Cutoff Rd.</u>	BIEBER	CA
<u>1290 N. Main</u>	BISHOP	CA
<u>2756 S. Riverside Ave.</u>	BLOOMINGTON	CA
<u>1313 Main St.</u>	BRAWLEY	CA
<u>5362 Marysville Rd.</u>	BROWNS VALLEY	CA
<u>Hwy 299E & Sonoma</u>	BURNEY	CA
<u>701 N. Sorensen</u>	CALIPATRIA	CA
<u>Highway 299 E</u>	CEDARVILLE	CA
<u>2954 Whitmore Ave.</u>	CERES	CA
<u>20450 Lassen St.</u>	CHATSWORTH	CA
<u>690 Hwy 36</u>	CHESTER	CA
<u>2549 Scott Ave.</u>	CHICO	CA
<u>22798 Road 4</u>	CHOWCHILLA	CA
<u>7 Bullard Ave.</u>	CLOVIS	CA
<u>35335 Hwy 41</u>	COARSEGOLD	CA
<u>1535 Lurline Ave.</u>	COLUSA	CA
<u>1130 Pickerell Ave.</u>	CORCORAN	CA
<u>219 Glider Circle</u>	CORONA	CA
<u>19845 Main St.</u>	COTTONWOOD	CA
<u>1089 US Highway 101 N</u>	CRESCENT CITY	CA
<u>8330 Atlantic Ave.</u>	CUDAHY	CA
<u>2002 Lyndell Terrace</u>	DAVIS	CA
<u>4810 Chiles Rd.</u>	DAVIS	CA
<u>9305 Midway</u>	DURHAM	CA
<u>25 Canyon Creek Dr.</u>	DUTCH FLAT	CA
<u>610 N. 2nd St.</u>	EL CAJON	CA
<u>591 E. Heil Ave.</u>	EL CENTRO	CA
<u>1567 Simpson Way</u>	ESCONDIDO	CA
<u>1730 W. Mission Rd.</u>	ESCONDIDO	CA

<u>635 W. 3rd St.</u>	ESCONDIDO	CA
<u>3505 Broadway Street</u>	EUREKA	CA
<u>1149 S. Kaweah Avenue</u>	EXETER	CA
<u>44015 Hwy 299E</u>	FALL RIVER MILLS	CA
<u>1208 S. Main St.</u>	FALLBROOK	CA
<u>13800 Valley Blvd.</u>	FONTANA	CA
<u>710 N. Franklin St.</u>	FORT BRAGG	CA
<u>824 N. Franklin St.</u>	FORT BRAGG	CA
<u>11220 N. Hwy 3</u>	FORT JONES	CA
<u>1585 N. West Ave.</u>	FRESNO	CA
<u>2581 S. East Ave.</u>	FRESNO	CA
<u>3220 S. Parkway Dr.</u>	FRESNO	CA
<u>3404 W. Ashlan Avenue</u>	FRESNO	CA
<u>6725 N. Goldenstate Blvd.</u>	FRESNO	CA
<u>8847 Monterey Road</u>	GILROY	CA
<u>335 Railroad Ave.</u>	GRASS VALLEY	CA
<u>845 Walnut Ave.</u>	GREENFIELD	CA
<u>505 Virginia St.</u>	GRIDLEY	CA
<u>933 Huber Street</u>	GROVER BEACH	CA
<u>9535 E. 3rd St.</u>	HANFORD	CA
<u>31 Wright Rd.</u>	HOLLISTER	CA
<u>2468 3rd St.</u>	HUGHSON	CA
<u>390 W. Aten Rd.</u>	IMPERIAL	CA
<u>82253 Indio Blvd.</u>	INDIO	CA
<u>18145 State Highway 108</u>	JAMESTOWN	CA
<u>5300 Main St.</u>	KELSEYVILLE	CA
<u>5675 7th St.</u>	KEYES	CA
<u>1785 S. Main St.</u>	LAKEPORT	CA
<u>3740 Highland Springs Rd.</u>	LAKEPORT	CA
<u>44141 N. Yucca Avenue</u>	LANCASTER	CA
<u>1735 W D Street</u>	LEMOORE	CA
<u>14749 N. Thornton Rd.</u>	LODI	CA
<u>351 N. Beckman Rd.</u>	LODI	CA
<u>1400 W. Laurel Street</u>	LOMPOC	CA
<u>1543 W. 16th St.</u>	LONG BEACH	CA
<u>6720 Paramount</u>	LONG BEACH	CA
<u>2015 Long Beach Ave.</u>	LOS ANGELES	CA
<u>501 W. El Segundo</u>	LOS ANGELES	CA
<u>41501 Hwy 97</u>	MACDOEL	CA
<u>28650 Ave. 12</u>	MADERA	CA
<u>631 S. Gateway Dr.</u>	MADERA	CA
<u>3011 Main St.</u>	MAMMOTH LAKES	CA
<u>1399 E. Yosemite Ave.</u>	MANTECA	CA
<u>4632 Hwy 49S</u>	MARIPOSA	CA

<u>11281 Hwy 88</u>	MARTEL	CA
<u>1111 B Street</u>	MARYSVILLE	CA
<u>427 14th St.</u>	MARYSVILLE	CA
<u>1455 'R' St.</u>	MERCED	CA
<u>385 S. Highway 59</u>	MERCED	CA
<u>1521 Carpenter Road</u>	MODESTO	CA
<u>1533 Coffee Road</u>	MODESTO	CA
<u>237 E. Whitmore Ave.</u>	MODESTO	CA
<u>320 Codoni Ave.</u>	MODESTO	CA
<u>4000 E. Briggsmore Ave.</u>	MODESTO	CA
<u>401 Ninth Street</u>	MODESTO	CA
<u>4120 Dale Rd.</u>	MODESTO	CA
<u>4931 McHenry Ave.</u>	MODESTO	CA
<u>16048 Sierra Hwy</u>	MOJAVE	CA
<u>412 E. High St.</u>	MOORPARK	CA
<u>1012 N. Mt. Shasta Blvd.</u>	MOUNT SHASTA	CA
<u>4200 Roseville Rd.</u>	NORTH HIGHLANDS	CA
<u>613 E. 'F' St.</u>	OAKDALE	CA
<u>40160 Hwy 49</u>	OAKHURST	CA
<u>1107 5th St.</u>	OAKLAND	CA
<u>1455 Furneaux Rd.</u>	OLIVEHURST	CA
<u>555 Oro Dam Blvd. E.</u>	OROVILLE	CA
<u>3815 E. Vineyard Ave.</u>	OXNARD	CA
<u>5309 Skyway</u>	PARADISE	CA
<u>7201 Rosecrans Ave.</u>	PARAMOUNT	CA
<u>1049 Riverside Ave.</u>	PASO ROBLES	CA
<u>2403 Golden Hill Rd.</u>	PASO ROBLES	CA
<u>226 N. 2nd St.</u>	PATTERSON	CA
<u>102 N. Pearson Rd.</u>	PEARSONVILLE	CA
<u>2891 Mosquito Rd.</u>	PLACERVILLE	CA
<u>73 W. Vine St.</u>	PORTERVILLE	CA
<u>13910 Danielson St.</u>	POWAY	CA
<u>1382 E. Main St.</u>	QUINCY	CA
<u>1000 Olive St.</u>	RAMONA	CA
<u>11341 White Rock Rd.</u>	RANCHO CORDOVA	CA
<u>5292 Caterpillar Rd.</u>	REDDING	CA
<u>410 Blomquist St.</u>	REDWOOD CITY	CA
<u>816 S. Frontage Rd.</u>	RIPON	CA
<u>1751 E. 3rd St.</u>	RIVERSIDE	CA
<u>6171 Quail Valley Ct.</u>	RIVERSIDE	CA
<u>4000 Cincinnati Ave.</u>	ROCKLIN	CA
<u>290 N. Sunrise Blvd.</u>	ROSEVILLE	CA
<u>609 B. Riverside Ave.</u>	ROSEVILLE	CA
<u>1201 Fee Dr.</u>	SACRAMENTO	CA

<u>200 N. 12th St.</u>	SACRAMENTO	CA
<u>4400 Raley Blvd.</u>	SACRAMENTO	CA
<u>5800 S. Watt Ave.</u>	SACRAMENTO	CA
<u>7001 East Pkwy</u>	SACRAMENTO	CA
<u>8221 Alpine Ave.</u>	SACRAMENTO	CA
<u>9687 Gore Rd.</u>	SACRAMENTO	CA
<u>4537 Broadway</u>	SALIDA	CA
<u>1511 Abbott St.</u>	SALINAS	CA
<u>721 Vertin Ave.</u>	SALINAS	CA
<u>1405 W. Rialto Ave.</u>	SAN BERNARDINO	CA
<u>2601 Del Rosa Ave.</u>	SAN BERNARDINO	CA
<u>1141 'E' St.</u>	SAN DIEGO	CA
<u>6350 Miramar Rd.</u>	SAN DIEGO	CA
<u>9270 Dowdy Dr.</u>	SAN DIEGO	CA
<u>2121 3rd St.</u>	SAN FRANCISCO	CA
<u>1790 S. 10th St.</u>	SAN JOSE	CA
<u>2075 Alum Rock Ave.</u>	SAN JOSE	CA
<u>2300 Kruse Dr.</u>	SAN JOSE	CA
<u>2708 Union Ave.</u>	SAN JOSE	CA
<u>444 E. Taylor St.</u>	SAN JOSE	CA
<u>2709 Teagarden</u>	SAN LEANDRO	CA
<u>75 Prado Rd.</u>	SAN LUIS OBISPO	CA
<u>875 Grand Ave.</u>	SAN MARCOS	CA
<u>3471 Lafayette St.</u>	SANTA CLARA	CA
<u>13203 E. Telegraph</u>	SANTA FE SPRINGS	CA
<u>1665 W. Betteravia Rd.</u>	SANTA MARIA	CA
<u>2310 S. Meredith Ln.</u>	SANTA MARIA	CA
<u>612 W. Boone</u>	SANTA MARIA	CA
<u>I-5 & CA Hwy 33S</u>	SANTA NELLA	CA
<u>18115 E. Telegraph</u>	SANTA PAULA	CA
<u>4290 Santa Rosa Ave.</u>	SANTA ROSA	CA
<u>55 E. Todd Road</u>	SANTA ROSA	CA
<u>11427 Woodside Ave.</u>	SANTEE	CA
<u>50 Janis Way</u>	SCOTTS VALLEY	CA
<u>2000 Del Monte Blvd.</u>	SEASIDE	CA
<u>4220 Mother Lode Dr.</u>	SHINGLE SPRINGS	CA
<u>75 W. Easy St.</u>	SIMI VALLEY	CA
<u>201 Hospital Rd.</u>	SONORA	CA
<u>1033 W. Charter Way</u>	STOCKTON	CA
<u>4407 E. Waterloo Rd. (Hwy 88)</u>	STOCKTON	CA
<u>5777 S. French Camp Rd.</u>	STOCKTON	CA
<u>9089 Glenoaks Blvd.</u>	SUN VALLEY	CA
<u>702-190 Johnstonville Rd.</u>	SUSANVILLE	CA
<u>7505 Colusa Highway</u>	SUTTER	CA

<u>41981 Avenida Alvarado</u>	TEMECULA	CA
<u>1028 S. Seaside Ave.</u>	TERMINAL ISLAND	CA
<u>34243 S. Chrisman Rd.</u>	TRACY	CA
<u>1120 E. Paige</u>	TULARE	CA
<u>351 Hwy 139</u>	TULELAKE	CA
<u>1001 S. Berkeley Ave.</u>	TURLOCK	CA
<u>309 S. Tully Rd.</u>	TURLOCK	CA
<u>2401 N. State St.</u>	UKIAH	CA
<u>917 Cotting Ln.</u>	VACAVILLE	CA
<u>28915 Avenue Penn</u>	VALENCIA	CA
<u>28010 Valley Center Rd.</u>	VALLEY CENTER	CA
<u>8100 N. Haskell</u>	VAN NUYS	CA
<u>205 N. Ben Maddox</u>	VISALIA	CA
<u>620 S. Santa Fe</u>	VISTA	CA
<u>103 Lee Rd.</u>	WATSONVILLE	CA
<u>41 Porter Dr.</u>	WATSONVILLE	CA
<u>395 E. Vista Way</u>	WEED	CA
<u>3022 Evergreen St.</u>	WEST SACRAMENTO	CA
<u>300 W. Main St.</u>	WESTMORLAND	CA
<u>Hwy 36 & A-21</u>	WESTWOOD	CA
<u>570 E St.</u>	WILLIAMS	CA
<u>251 Shell Ln.</u>	WILLITS	CA
<u>630 Eureka St. & 99W</u>	WILLOWS	CA
<u>183 W. Main St.</u>	WOODLAND	CA
<u>456 N. East St.</u>	WOODLAND	CA
<u>801 East St.</u>	WOODLAND	CA
<u>501 N. Foothill Dr.</u>	YREKA	CA
<u>1332 Bogue Rd.</u>	YUBA CITY	CA
<u>1466 Hwy 20</u>	YUBA CITY	CA