

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

208



**FROM: FIRE**

**SUBMITTAL DATE:**  
August 25, 2010

**SUBJECT:** Approval of the Fuel Use Agreement to provide Fuel for the Riverside Community College District on behalf of Moreno Valley College.

**RECOMMENDED MOTION:** Move that the Board approve and authorize the Chairman to sign the attached Fuel Use Agreement between the County of Riverside on behalf of Riverside County Fire Department and the Riverside Community College District on behalf of Moreno Valley College.

**BACKGROUND:** The Moreno Valley College desires to contract for Fuel with the Riverside County Fire Department, and as such, the two agencies have reached an agreement as to the responsibilities of each party and reimbursement of said service. There is no net increase to County cost. The Agreement amount will be based on actual usage, invoiced back to Riverside Community College District on behalf of Moreno Valley College, based on actual price paid by Riverside County Fire Department.

John R. Hawkins, County Fire Chief

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

<b>SOURCE OF FUNDS:</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: Robert Tremaine  
Robert Tremaine

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY:   
CYNTHIA M. GUNZEL  
DATE: 8-26-10  
Departmental Concurrence

Consent     Policy  
 Consent     Policy

Dept's Recomm.:  
 Per Exec. Ofc.:

RE: RCCD Fuel Use Agreement

Date August 25, 2010

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**BACKGROUND CONTINUED:**

The term of this agreement shall be in effect as of the day and year approved, and shall continue thereafter for one (1) year, or in an amount not to exceed Five Hundred Dollars (\$500.00) for gasoline, Eight Hundred Dollars (\$800.00) for diesel fuel, and Eight Hundred Fifty Dollars (\$850.00) for propane, unless sooner terminated by either party giving written notice to the other party.

## FUEL USE AGREEMENT Between the Riverside Community College District and the Riverside County Fire Department

This Agreement, made and entered into this 18 day of August, 2010, by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT on behalf of the Moreno Valley College, (hereinafter referred to as "RCCD"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as "RCFD").

WHEREAS, RCCD desires to purchase fuel from RCFD from RCFD owned and maintained fuel pumps at Ben Clark Training Center located at 16902 Bundy Avenue, Riverside, CA 92518. The intent of this Agreement is to define the respective roles and responsibilities of each party.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### A. SCOPE OF AGREEMENT

RCCD has agreed to pay for gasoline, diesel fuel, and propane (hereinafter referred to as "FUEL"). RCCD certifies that all users are employees of the department for which this Agreement is being submitted and that all FUEL dispensed at this location will be into a fuel tank of a motor vehicle, equipment, or other container owned and used by this department for the sole purpose of the Fire Academy Training Program.

### B. EQUIPMENT

RCFD hereby agrees to maintain fueling equipment at said location, as well as any licenses, permits, inspections, and use taxes potentially subject to said equipment.

### C. PROCEDURE FOR TRACKING FUEL USAGE

All fuel obtained by all parties must be tracked and submitted to RCFD personnel on a separate AO-78a form (fuel log) attached as Exhibit "FUA-1".

All AO-78a forms shall be submitted by the end of each month to RCFD Ben Clark Training Center at 16902 Bundy Ave., Riverside, CA 92518 Attention: Stacy Adams, Administrative Staff Analyst II.

### D. BILLING AND PAYMENTS

The billing for FUEL usage provided to the RCCD covered under this Agreement will be generated during the month following the date of usage. The billing rate will be invoiced at the actual amount RCFD paid such vendor per gallon for said fuel.

A comprehensive invoice will be prepared by the RCFD and forwarded to RCCD.

RCCD agrees to pay RCFD the invoiced amounts in the manner set forth above upon receipt of said invoice.

E. OWNERSHIP

RCFD shall maintain ownership of each FUEL pump, including but not limited to hardware, accessories, and license/permit.

F. MAINTENANCE AND/OR REPLACEMENT

RCFD agrees to maintain the daily care and usage of each FUEL pump with due diligence. RCCD will be liable for each FUEL pump if clearly damaged by negligent and/or wrongful misuse. RCFD agrees at its discretion to repair or replace all or any FUEL pump as needed for reasonable wear and tear, or for unforeseen and unintentional damage or loss, not covered under warranty.

G. RIGHT OF ENTRY

RCFD hereby grants to the Logistics and Operations Coordinator of the Moreno Valley College Fire Academy of RCCD and its agents, employees, the right to enter onto the Property for the purpose of using the fuel station and for no other purpose. RCCD shall defend, indemnify and hold harmless COUNTY, and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or based upon any act or omission of RCCD, its employees, agents, or any subcontractors, agents or representatives of RCCD, or the obligations contemplated by this Agreement, to or in any way connected with the use of the property. Such indemnification shall include all costs and attorneys fees. The obligations set forth in this paragraph shall survive the termination of this Agreement.

H. TERM

This Agreement shall be in effect as of the day and year hereinabove first written, and shall continue thereafter for one (1) year or in an amount not to exceed five-hundred dollars (\$500) for gasoline and diesel fuel and eight-hundred and fifty dollars (\$850) for propane, unless sooner terminated as provided for below.

I. TERMINATION

Either party may terminate this Agreement by giving notice, in writing, to the other party or by mutual Agreement. Upon termination of this Agreement, RCCD agrees to pay RCFD for any FUEL usage not previously invoiced at the point of termination, as a final billing.

Notwithstanding the provision above, this Agreement may be terminated by either party upon the failure of the other party hereto to perform or fulfill, at the time and in the manner herein provided, and material obligation or condition required to be performed or fulfilled by such party hereunder. Any such failure, upon its occurrence,

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: 7/21/10

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
By: Monte C. Perez  
MONTE PEREZ, President  
Moreno Valley College

Dated: 14 July 2010

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
By: CordeLL Briggs  
CORDELL BRIGGS,  
Dean of Public Safety Education & Training

Dated: \_\_\_\_\_

RECOMMENDED APPROVAL:  
By: [Signature]  
JOHN R. HAWKINS,  
Riverside County Fire Chief

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE  
By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

APPROVED AS TO FORM:  
PAMELA J. WALLS,  
County Counsel

By: \_\_\_\_\_  
Deputy

By: Synthia M. Gunzel  
SYNTHIA M. GUNZEL  
Deputy County Counsel

(SEAL)

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