

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

411



FROM: FIRE

SUBMITTAL DATE:
September 9, 2010

SUBJECT: Approval of the Fuel Use Agreement to provide Fuel for the Santa Rosa Plateau Ecological Reserve

RECOMMENDED MOTION: Move that the Board approve and authorize the Chairman to sign the attached Fuel Use Agreement between the Riverside County Fire Department and the Santa Rosa Plateau Ecological Reserve.

BACKGROUND: The Santa Rosa Plateau Ecological Reserve desires to continue contracting 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 Santa Rosa Plateau Ecological Reserve, based on actual price paid by Riverside County Fire Department.


John R. Hawkins, Riverside County Fire Chief

FINANCIAL
DATA

Current F.Y. Total Cost: \$ 0
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: 2010/2011

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: 
Elizabeth J. Olson

County Executive Office Signature

Consent ☐ Policy ☒
Consent ☐ Policy ☒

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

Prev. Agn. Ref.: None

District: All

Agenda Number:

3.25

FORM APPROVED COUNTY COUNSEL
BY:  CYNTHIA M. GUNZEL, County Counsel

FIRE

SUBJECT: Fuel Use Agreement

September 9, 2010

Page: 2

BACKGROUND:

The term of this agreement shall be in effect as of the day and year approved, and shall continue thereafter for three (3) years, unless sooner terminated by thirty (30) days written notice by either party.



RIVERSIDE COUNTY FIRE DEPARTMENT

In cooperation with the
California Department of Forestry and Fire Protection

210 West San Jacinto Avenue • Perris, California 92570 • (951) 940-6900 • Fax (951) 940-6910

John R. Hawkins
Fire Chief

Proudly serving the
unincorporated
areas of Riverside
County and the
Cities of:

Banning
♦
Beaumont
♦
Calimesa
♦
Canyon Lake
♦
Coachella
♦
Desert Hot Springs
♦
Indian Wells
♦
Indio
♦
Lake Elsinore
♦
La Quinta
♦
Moreno Valley
♦
Palm Desert
♦
Perris
♦
Rancho Mirage
♦
San Jacinto
♦
Temecula

Board of Supervisors
Bob Buster,
District 1
John Tavaglione,
District 2
Jeff Stone,
District 3
Roy Wilson,
District 4
Marion Ashley,
District 5

September 9, 2010

TO: SYNTHIA M. GUNZEL,
Deputy County Counsel
Riverside County Counsel

FROM: KAREN GIPSON,
Administrative Staff Analyst II
Riverside County Fire Department

RE: Form 11 and Fuel Use Agreement

FORM APPROVED COUNTY COUNSEL
BY: SMG 9-23-10
SYNTHIA M. GUNZEL DATE

I am enclosing a Form 11 and Fuel Use Agreement for the Santa Rosa Plateau Ecological Reserve and Riverside County Fire Department. This is our standard Fuel Use Agreement, no changes have been made.

Please review this document. If everything still meets your approval, please sign and forward on to Bob Tremaine for review and to present to the Board of Supervisors to be placed on the calendar for hearing. If there is anything you do not approve of, please let me know.

Thank you!

Karen

*Please note Section C.
word "procedure" has too
many "s".*

RECEIVED
SEP 13 2010
COUNTY COUNSEL
TO
SMG

FUEL USE AGREEMENT
Between the Santa Rosa Plateau Ecological Reserve
and the Riverside County Fire Department

This Agreement is entered into this _____ day of _____, 2010, by and between SANTA ROSA PLATEAU ECOLOGICAL RESERVE, a non-profit organization, (hereinafter referred to as "NATURE CONSERVANCY"), 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, NATURE CONSERVANCY desires to purchase fuel from RCFD from RCFD owned and maintained fuel pumps at Bear Creek Station 75 located at 38900 Clinton Keith Road, Murrieta, CA 92562. 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

NATURE CONSERVANCY has agreed to pay for gasoline and diesel fuels (hereinafter referred to as "FUEL"). NATURE CONSERVANCY 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 or other container owned or used by this department.

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. PROCEEDURE FOR TRACKING FUEL USAGE

All fuel obtained by all parties must be tracked and submitted to Station 75 personnel on a separate AO-78a form (fuel log) attached as Exhibit "FUA-1".

Station 75 will submit all AO-78a forms at the end of each month to RCFD Headquarters at 210 W. San Jacinto Ave., Perris, CA 92570 Attention: Finance Dept., Michelle McKnight.

D. BILLING AND PAYMENTS

The billing for FUEL usage provided to the NATURE CONSERVANCY 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 NATURE CONSERVANCY.

NATURE CONSERVANCY 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. NATURE CONSERVANCY 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 NATURE CONSERVANCY and its agents, employees, the right to enter onto the Property for the purpose of using the fuel station and for no other purpose. NATURE CONSERVANCY 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 NATURE CONSERVANCY, its employees, agents, or any subcontractors, agents or representatives of NATURE CONSERVANCY, 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 three (3) years, 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, NATURE CONSERVANCY 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, shall constitute a breach, and termination shall be effective immediately following not less than thirty (30) days after written notice thereof from the non-breaching party.

J. ASSIGNMENT

NATURE CONSERVANCY shall not have the right to assign or otherwise transfer any of its rights or obligations under this Agreement. Any prohibited assignment or attempted assignment shall be null and void.

K. ACKNOWLEDGEMENTS

NATURE CONSERVANCY hereby acknowledges that RCFD is not the manufacturer of the FUEL equipment.

L. INDEMNIFICATION

NATURE CONSERVANCY 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 from any liability whatsoever, based or asserted upon any activities under this Agreement by NATURE CONSERVANCY, 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 whatsoever arising from the performance of NATURE CONSERVANCY, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. NATURE CONSERVANCY shall defend, at

its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, 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 in any claim or action based upon such alleged acts or omissions.

M. FORCE MAJEURE

If either party's performance of any of its obligations hereunder are delayed or impaired by reason of any Act of God, or, civil disturbance, strike, adverse weather condition, inability to arrange for or delays in transportation, unavoidable casualty, inability to acquire of delays in acquiring any component from a manufacturer or supplier, inability to obtain or delays in obtaining any permits or any law, rule or order of any governmental agency or official or any cause not reasonably within either party's control including without limitation the non-renewal or termination of or inability to obtain license of any of the application programs, and not due to any fault, neglect, act or omission on the part of either party, shall be entitled to an extension of time for completion of same for a period equivalent to the time lost by reason thereof; provided, however, that such party gives the other party notice thereof within five (5) business days (unless circumstances require immediate notification) of the commencement of such claim of delay or impairment.

N. ENTIRE AGREEMENT

This Agreement, including any Exhibits attached hereto and by this reference incorporated herein, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all previous proposals, oral or written, and all negotiations, conversation or discussions between the parties related to this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver. In the event the agreement is determined to be void in part, the remainder of the agreement shall survive.

O. AMENDMENT AND MODIFICATION

This Agreement shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by each of the parties hereto. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by both parties.

P. DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

RIVERSIDE COUNTY FIRE
DEPARTMENT

County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

SANTA ROSA PLATEAU
ECOLOGICAL RESERVE

Manager
39400 Clinton Keith Road
Murrieta, CA 92562

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

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[Signature Provisions on following page]

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: 8/28/2010

SANTA ROSA PLATEAU
ECOLOGICAL RESERVE

By: Carole A. Bell
CAROLE BELL,
Manager

Dated: _____

RECOMMENDED APPROVAL:

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

By: _____
Deputy

(SEAL)

[illegible]

*ADM for Sac Admin Cars; RH for Region Hdqtrs Cars; County of Assignment for Field Services Unit; 05 for Forestry Cons. Camps; Applicable Budget Code for other Units including those assigned to Capital Outlay Projects.

IF USE IS FOR OTHER THAN VEHICLE OR EQUIPMENT, PLEASE INDICATE
(Use reverse side for comments)

EXHIBIT "FUA-1"