

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



**ITEM: 3.14
(ID # 18991)**

MEETING DATE:
Tuesday, May 24, 2022

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Ratification and Approval of the Fuel Use Agreement for the Pine Cove Water District for Twenty (20) years. District: 3 [\$110,000 Total Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached Agreement between the County of Riverside and the Pine Cove Water District, and
2. Authorize the Chairman of the Board to execute this Fuel Use Agreement with the Pine Cove Water District.

ACTION:

Bill Weiser, Fire Department Chief

5/2/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 24, 2022
xc: Fire

Kecia R. Harper
Clerk of the Board

By:
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 5,500	\$ 5,500	\$ 110,000	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: Contract revenue from the Pine Cove Water District subject to annual cost increase/decrease; based on the cost of fuel.			Budget Adjustment: No	
			For Fiscal Year: 21/22–42/43	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Pine Cove Water District desires to continue contracting with the Riverside County Fire Department for Fuel, and as such, the two agencies have reached an agreement as to the level of service to be provided to the District. The District desires to purchase fuel at Fire Station #23 (Pine Cove) for their daily use to operate their equipment. The fuel tank located at the Fire Station was purchased jointly between the District and County Service Area 38 in 1993. The Fire Department and the District have equal ownership of the fuel tank.

There are no County positions involved in this Agreement. The term of this agreement is for twenty (20) years, from April 1, 2022 through December 31, 2042. The Riverside County Fire Department estimates to received annually the amount of \$5,500.

The agreement has been reviewed and approved as to form by Riverside County Counsel.

Impact on Residents and Businesses

There is no direct impact on the citizens and businesses due to the approval of this Agreement.

SUPPLEMENTAL:

Additional Fiscal Information

The renewal of this agreement does not contain new additional impact to the general fund. The estimated revenue is included in the Fire Department budget. The fuel cost is determined based on a three-month average of market value at the time of use. All fuel will be purchased utilizing the approved current County vendors.

Melissa R. Cushman
Melissa Cushman

5/2/2022

Rebecca S. Cortez
Rebecca S. Cortez, Principal Management Analyst

5/17/2022

COOPERATIVE AGREEMENT
Between the PINE COVE WATER DISTRICT
and the COUNTY OF RIVERSIDE

This agreement, made and entered into this 13 day of April, 2022, by and between PINE COVE WATER DISTRICT (hereinafter referred to as "the DISTRICT"), 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, the DISTRICT gives authorization to RCFD to utilize property owned by the DISTRICT at 24917 Marion Ridge Road, Idyllwild-Pine Cove, CA 92549, for various uses and to maintain fuel tanks for the joint use of both parties.

WHEREAS, California Government Code section 23008 authorizes the parties to enter into this agreement.

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

A. SCOPE OF AGREEMENT

The DISTRICT has agreed to pay for gasoline and diesel fuel (hereinafter referred to as "FUEL") utilized by the DISTRICT. The DISTRICT 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.

B. EQUIPMENT

RCFD hereby agrees to provide and maintain fueling equipment at 24917 Marion Ridge Road, Idyllwild-Pine Cove, CA 92549 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 Fire Station #23 at 24919 Marion Ridge Drive, Idyllwild-Pine Cove, CA 92549.

D. FUEL USAGE BY DISTRICT

All FUEL dispensed (gasoline or diesel) and used at this location into a fuel tank of a motor vehicle, equipment, or other container by the DISTRICT will be paid for by the DISTRICT. An invoice will be prepared by RCFD and forwarded to the DISTRICT on a

quarterly basis at a rate per gallon, that is equal to the actual price of the FUEL paid by RCFD, that is averaged over the three month period of time at billing.

All FUEL dispensed and used by RCFD will be paid by RCFD.

E. OWNERSHIP

The DISTRICT and RCFD shall maintain equal ownership of said fuel pump and storage tank. RCFD will act as lead agency for administration of the fuel logs, ordering replacement fuel based on tank levels and usage, and all required licenses and permits.

F. MAINTENANCE AND/OR REPLACEMENT

RCFD agrees to maintain the daily care and usage of each fuel pump and with due diligence. The 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. The DISTRICT will be liable for each fuel pump if clearly damaged by negligent and/or wrongful misuse of the DISTRICT.

G. TERM / TERMINATION

This Agreement shall be in effect as of the day and year herein above first written and shall continue through December 31, 2042.

Either Party may terminate this Agreement for convenience by giving one hundred eighty (180) days' notice, in writing, to the other party or by mutual agreement. Upon termination of the Agreement, the DISTRICT agrees to pay RCFD for any FUEL usage not previously invoiced at the point of termination, as a final bill. The tank and equipment will then become the property of the DISTRICT.

Notwithstanding the provision above, this Agreement may be terminated by either party upon the failure of the other party hereto perform or fulfill, at the time and in the manner herein provided, any 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.

H. ASSIGNMENT

Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under Agreement. Any prohibited assignment or attempted assignment shall be null and void.

I. ACKNOWLEDGEMENT

The DISTRICT hereby acknowledges that RCFD is not the manufacturer of the fuel equipment and makes no representations or warranties regarding the quality or its fitness for a particular purpose.

J. INSURANCE

a) Commercial General Liability and Vehicle Liability Insurance: Both parties represent and warrant that they are self-insured with respect to both commercial general liability and vehicle liability insurance, in amounts of a minimum of \$1,000,000 per occurrence combined single limit and \$2,000,000 in the aggregate. Both parties shall name the other party as an additional insured for all insurance required herein.

b) General Insurance Provision – 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.

2. It is understood and agreed by the RCFD that the insurance provided by them shall be primary insurance and the DISTRICT's insurance and/or deductible and/or self-insured programs shall not be construed as contributory.

3. The insurance requirements herein may be met with a program(s) of self-insurance acceptable to both parties.

4. RCFD agrees to notify the DISTRICT of any claim by a third party or any incident that may give rise to a claim arising from their use of DISTRICT's owned property.

5. The specified insurance limits herein shall in no way limit or circumscribe obligations to indemnify and hold DISTRICT free and harmless herein.

K. INDEMNIFICATION

The DISTRICT 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 the DISTRICT, 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 the DISTRICT, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. The DISTRICT shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or wards, the County of Riverside, its Agencies, District, 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.

County of Riverside shall indemnify and hold harmless the DISTRICT, its directors, officers, Board of Trustees, employees, agents and representatives from any liability whatsoever, based on or asserted upon any activities under this Agreement by County of Riverside, 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 the County of Riverside, its offices, agents, employees, subcontractors, agents or representatives from this Agreement. County of Riverside shall defend, at its sole expense, all costs and fess including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT, its directors, officers, Board of Trustees, employees, agents and representatives in any claims or action based upon such alleged acts or omissions.

L. 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 supplies, 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.

M. 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.

N. 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 an effect unless it is in writing and signed by both parties.

O. 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 this Agreement agrees to the use of electronic signatures, such as digital signatures 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 signatures 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.

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 West San Jacinto Avenue
Perris, CA 92570


PINE COVE WATER DITRICT
Robert Hewitt, President
P.O. Box 2296
24917 Marion Ridge Road
Idyllwild-Pine Cove, CA 92549-2296

[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.

PINE COVE WATER DISTRICT

DATE: 4/18/2022

BY: 
Jeremy Potter, Interim General
Manager

COUNTY OF RIVERSIDE

DATE: MAY 24 2022

BY: 
Chair, Board of Supervisors

ATTEST:

KECIA HARPER
Clerk of the Board

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

BY: 
Deputy

BY: 
MELISSA R. CUSHMAN
Deputy County Counsel