

COPY



#204-00411, AMENDMENT I
FUEL PURCHASE AGREEMENT BY AND
BETWEEN THE CITY OF SOUTH LAKE TAHOE AND
EL DORADO COUNTY

This Amendment I to that Fuel Purchase Agreement #204-00411, made and entered into by and between the City of South Lake Tahoe, a municipal corporation (hereinafter referred to as "CITY"), and El Dorado County, a political subdivision of the State of California (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS, CITY owns and operates the fuel pump and garage located at 1700 "D" Street, South Lake Tahoe, California (hereinafter referred to as the "MOTOR POOL FACILITIES", and

WHEREAS, the COUNTY desires to utilize the facilities at the MOTOR POOL FACILITIES to purchase fuel in accordance with Fuel Purchase Agreement #204-00411 dated August 5, 2003, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increase the Costs and Fees, amending Article #4; and

WHEREAS, the parties hereto have mutually agreed to amend the Notices, amending Article #12.

NOW THEREFORE, the parties do hereby agree that Fuel Purchase Agreement for Services #204-00411 shall be amended a first time as follows:

#4. Costs and Fees. Fuel may be purchased at the MOTOR POOL FACILITIES at CITY'S cost plus A TWENTY PERCENT (20%) SURCHARGE. Additionally, for each COUNTY vehicle utilizing the MOTOR POOL FACILITIES for fuel purchase, there will be an annual Eleven Dollar (\$11) fee for the software tracking program. Upon execution of this Agreement, and annually thereafter, COUNTY shall pay this Eleven Dollar (\$11) per vehicle fee. A list of COUNTY vehicles in the fuel purchase program detailing each vehicle by year, make, model, and license number is attached hereto as Revised Exhibit A. Said list will be submitted to COUNTY from CITY quarterly for corrections and/or changes by COUNTY to ensure accuracy. In the event a holder of one of the County's card keys causes a recoding of the card key, COUNTY will be charged a Fifteen Dollar (\$15) recording fee for each such recurrence.

Costs associated with this Agreement, as amended, shall have an annual limit of Twenty Five Thousand Dollars (\$25,000). Should costs incurred approach Twenty Five Thousand Dollars (\$25,000), this Agreement shall be amended to reflect the increased annual limit. Should costs exceed the Twenty Five Thousand Dollar (\$25,000) annual limit prior to this Agreement being amended, County shall be liable to CITY for all costs actually incurred.

#12. Notices. All notices or demands provided for or which may be given by either party to the other under the terms of this Agreement shall be in writing, signed by the party giving the notice or making the demand, and shall be deemed validly served or delivered upon physical delivery or upon deposit in the United States mail addressed as follows:

TO CITY: Fleet Manager
City of South Lake Tahoe Motor Pool
1700 "D" Street
South Lake Tahoe, CA 96150
Phone: (530) 542-6086

with copies to: City Attorney
1052 Tata Lane
South Lake Tahoe, CA 96150
Phone: (530) 542-6040

Purchasing Agent
1052 Tata Lane
South Lake Tahoe, CA 96150
Phone: (530) 542-6065

TO COUNTY: El Dorado County
General Services Department
George W. Sanders, Interim Director
360 Fair Lane
Placerville, CA 95667
Phone: (530) 621-5847

with copies to: El Dorado County
Fleet Services
Bill Ellis, Fleet Services Supervisor
2443 Headington Road
Placerville, CA 95667
Phone: (530) 642-4920


Or to such other address as the addressee may designate by written notice to the other party delivered in accordance with the provisions of this paragraph.

Except as herein amended, all other parts and sections of that Fuel Purchase Agreement #204-00411 shall remain unchanged and in full force and effect.

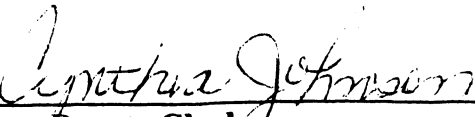
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Fuel Purchase Agreement #204-O0411 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: 11/2/04

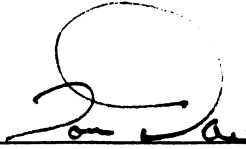
By: 
RUSTY DURRAY Chairman
Board of Supervisors
"County"

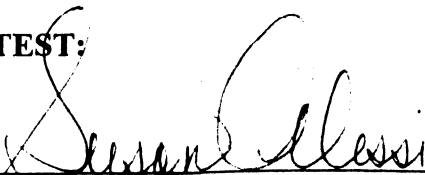
ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By:  Dated: 11/2/04
Deputy Clerk

-- CITY OF SOUTH LAKE TAHOE--

Dated: _____

By: 
Tom Davis, Mayor

ATTEST:
By: 
Susan Alessi, City Clerk

Dated: 10/5/04

APPROVED TO FORM:

By: 
Catherine L. DiCamillo, City Attorney



REVISED EXHIBIT "A"

DATE: 08/19/2004

EXPANDED VEHICLE DATA PRINTOUT

| VEHICLE# | MAKE | SIZE | SERIAL NUMBER | VEHICLE LOCATION | VEH GWV |
|----------|-----------------|------|---------------------|------------------|----------|
| ODOMETR | YEAR DEPARTMENT | FUEL | REGISTRATION NUM | VEHICLE DRIVER | PLATE # |
| 0613 | COUNTY | L | | COUNTY | 0000000 |
| 0 | 2002 1951 | U | | WELFARE | |
| 0068 | FORD | L | 1FMZU72K02ZC574 32 | COUNTY | 0000000 |
| 18271 | 2002 1951 | U | | PROBATION | 1124466 |
| 0116 | CHEVROLET | L | 1GNEL19X13B136O 26 | COUNTY | 0000000 |
| 10150 | 2003 1951 | U | | PROBATION | 1152136 |
| 0141 | FORD | L | 1FMZU72K63ZB014 45 | COUNTY | 0000000 |
| 8126 | 2003 1951 | U | | ENVIRON. MGMT. | 0203 |
| 0198 | CHEV | L | | COUNTY | 0000000 |
| 0 | 1991 1951 | U | | WELFARE | 0084 |
| 0201 | CASE | H | | COUNTY | 0000000 |
| 2645 | 1981 1951 | D | | VECTOR CONTROL | SE313797 |
| 0202 | CASE | H | | COUNTY | 0000000 |
| 2052 | 1981 1951 | D | | VECTOR CONTROL | 337623 |
| 0205 | FORD | L | 1FMDA21X3MZA688 76 | COUNTY | 0000000 |
| 75901 | 1991 1951 | U | | VECTOR CONTROL | E337623 |
| 0207 | CHEVROLET | L | | COUNTY | 0000000 |
| 0 | 1974 1951 | U | | VECTOR CONTROL | E632822 |
| 0208 | CHEVROLET | L | | COUNTY | 0000000 |
| 0 | 1974 1951 | U | | VECTOR CONTROL | E591390 |
| 0213 | JEEP | L | | COUNTY | 0000000 |
| 0 | 1955 1951 | U | | VECTOR CONTROL | E640357 |
| 0214 | GMC | L | | COUNTY | 0000000 |
| 0 | 1980 1951 | U | | VECTOR CONTROL | E745733 |
| 0216 | JEEP | L | | COUNTY | 0000000 |
| 0 | 0000 1951 | U | | VECTOR CONTROL | E590666 |
| 0224 | CHEVROLET | L | 1GCFK24K2SE2692 6 3 | COUNTY | 0000000 |
| 71549 | 1995 1951 | U | | VECTOR CONTROL | EO13347 |
| 0225 | CHEVROLET | M | 1GCHK34R2WFC6093 9 | VECTOR CONTROL | 0000000 |
| 53652 | 1998 1951 | U | | VECTOR | |

DATE: 08/19/2004

EXPANDED VEHICLE DATA PRINTOUT

| VEHICLE# ODOMETR | MAKE YEAR DEPARTMENT | SIZE FUEL | SERIAL NUMBER REGISTRATION NUM | VEHICLE LOCATION VEHICLE DRIVER | VEH GWV PLATE # |
|---------------------|-------------------------|--------------|-----------------------------------|------------------------------------|--------------------|
| 0226 33480 | FORD 2000 1951 | M U | 1FTNF2161VEE238 07 | COUNTY VECTOR | 0000000 |
| 0227 23265 | GMC 2001 1951 | L U | 1GKEL19W21B5177 11 | COUNTY VECTOR CONTROL | 0000000 |
| 0228 11555 | FORD 2003 1951 | L U | 3FTSF31L23MB213 73 | VECTOR CONTROL VECTOR CONTROL | 0000000 1099277 |
| 0344 0 | GMC 1992 1951 | L U | | COUNTY COUNTY | 0000000 4P01311 |
| 0345 100825 | GMC 1992 1951 | L U | | COUNTY D.A. | 0000000 4P01348 |
| 0354 67474 | GMC 1992 1951 | L U | | COUNTY WELFARE | 0000000 |
| 0356 101698 | GMC 1992 1951 | L U | 1GKDT13ZXN25195 03 | COUNTY PROBATION | 0000000 E353687 |
| 0357 0 | JEEP 1996 1951 | H U | | COUNTY PROBATION | 0000000 |
| 0399 0 | CHEVEROLET 1993 1951 | H U | | COUNTY WELFARE | 0000000 |
| 0420 31516 | FORD 2001 1951 | L U | 1FMU77E12UB8541 5 | COUNTY PROBATION | 0000000 |
| 0536 0 | JEEP 1996 1951 | L U | | COUNTY WELFARE | 0000000 |
| 0537 76620 | JEEP 1996 1951 | L U | 1JFJ68S1232765 | COUNTY PROBATION | 0000000 E029068 |
| 0544 40707 | MISC. FUEL 0000 1951 | O U | | COUNTY VECTOR CONTROL | 0000000 |
| 0545 0 | JEEP 1996 1951 | L U | | COUNTY WELFARE | 0000000 |
| 0565 51651 | JEEP 1996 1951 | L U | 1J4PJ67S4TL23277 6 | COUNTY BUILDING DEPT. | 0000000 E029079 |

DATE: 08/19/2004

EXPANDED VEHICLE DATA PRINTOUT

| VEHICLE# ODOMETR | MAKE YEAR DEPARTMENT | SIZE FUEL | SERIAL NUMBER REGISTRATION NUM | VEHICLE LOCATION VEHICLE DRIVER | VEH GWV PLATE # |
|---------------------|-------------------------|--------------|-----------------------------------|------------------------------------|--------------------|
| 0568 80034 | CHEVORLET 1997 1951 | L U | 1GNEL19W0V14697 6 | COUNTY PROBATION | 0000000 041782 |

| | | | | | | |
|--------|-----------|------|---|-------------------|-----------------|---------|
| 0642 | JEEP | | L | 1J4FJ28SXTL312333 | COUNTY | 0000000 |
| 62657 | 1996 | 1951 | U | | D.A. | 3SDW465 |
| 0657 | JEEP | | L | | COUNTY | 0000000 |
| 0 | 1997 | 1951 | U | | WELFARE | |
| 0662 | JEEP | | L | | COUNTY | 0000000 |
| 0 | 1997 | 1951 | U | | BUILDING DEPT. | |
| 0701 | JEEP | | L | 1J4FJ28S3VL603484 | COUNTY | 0000000 |
| 48524 | 1997 | 1951 | U | | PROBATION | 4XBA083 |
| 0753 | JEEP | | L | 1J4FJ6853WL194895 | COUNTY | 0000000 |
| 71822 | 1998 | 1951 | U | | BUILDING DEPT. | E992574 |
| 0754 | JEEP | | L | 1J4FJ68S54L194896 | COUNTY | 0000000 |
| 54105 | 1998 | 1951 | U | | BUILDING DEPT | E992575 |
| 0763 | JEEP | | L | 1J4FJ68S1WL194894 | COUNTY | 0000000 |
| 37431 | 1998 | 1951 | U | | D.A. | E992589 |
| 0766 | JEEP | | L | 1J4FJ67S4WL194891 | COUNTY | 0000000 |
| 104294 | 1998 | 1951 | U | | D.A. | E992592 |
| 0767 | FORD | | L | 1FMZU72KX2ZC48267 | COUNTY | 0000000 |
| 0 | 2002 | 1951 | U | | CPS | 1124457 |
| 0768 | JEEP | | L | 1J4FJ68S4WL206665 | COUNTY | 0000000 |
| 61485 | 1998 | 1951 | U | | D.A. | 3XQE889 |
| 0798 | JEEP | | L | 1J4FF68S7XL610532 | COUNTY | 0000000 |
| 77060 | 1999 | 1951 | U | | CPS | 1011632 |
| 0799 | JEEP | | L | 1J4FF68S9XL610533 | COUNTY | 0000000 |
| 36520 | 1999 | 1951 | U | | SOCIAL SERVICES | 1011633 |
| 0816 | JEEP | | L | 1J4FF68S4XL610536 | COUNTY | 0000000 |
| 31009 | 1999 | 1951 | U | | HUMAN SERVICES | 4FAV255 |
| 0871 | CHEVROLET | | L | GKEL19W2YB531750 | COUNTY | 0000000 |
| 38132 | 2000 | 1951 | U | | CPS | 1051995 |

DATE: 08/19/2004

EXPANDED VEHICLE DATA PRINTOUT

| VEHICLE# | MAKE | SIZE | SERIAL NUMBER | VEHICLE LOCATION | VEH GVW |
|----------|------|------------|-----------------------|------------------|-----------------|
| ODOMETR | YEAR | DEPARTMENT | FUEL REGISTRATION NUM | VEHICLE DRIVER | PLATE # |
| 0873 | JEEP | | L 1J4FF48S7YL231746 | COUNTY | 0000000 |
| 45041 | 2000 | 1951 | U | FS/DA | |
| 0874 | FORD | | L 1FALP51U7TG2538C9 | COUNTY | 0000000 |
| 0 | 1996 | 1951 | U | WES BLACKWEL | FAMILY SERVICES |
| | | | | | 3SDG543 |
| 0875 | JEEP | | L 1J4FF48S0YL231748 | COUNTY | 0000000 |
| 21618 | 2000 | 1951 | U | CPS | 1051998 |
| 0879 | JEEP | | L 1J4FF48S4YL231753 | COUNTY | 0000000 |

| | | | | | | |
|-------|------------|------|---|--------------------|------------------|---------|
| 27283 | 2000 | 1951 | U | | CPS-A | 1052001 |
| 0884 | JEEP | | L | 1J4FF47S4YL231754 | COUNTY | 0000000 |
| 22468 | 2000 | 1951 | U | | COUNTY | |
| 0988 | FORD | | L | 1FMZU72E92UB60480 | CONNTY | 0000000 |
| 24835 | 2002 | 1951 | U | | CHILD PROTECTION | 112442 |
| 2276 | COUNTY | | L | | COUNTY | 0000000 |
| 0 | 0000 | 1951 | U | | VECTOR CONTROL | |
| 3722 | COUNTY | | L | | COUNTY | 0000000 |
| 6159 | 2000 | 1951 | U | | VECTOR CONTROL | |
| 4194 | COUNTY | | L | | COUNTY | 0000000 |
| 0 | 2000 | 1951 | U | | BUILDING DEPT. | |
| 5318 | CHEVROLET | | L | X1G1/T53T8ME142122 | COUNTY | 0000000 |
| 0 | 1991 | 1951 | U | | D.A. | 2WQM981 |
| 5319 | FORD | | L | 1FTZR15X2YPA74970 | COUNTY | 0000000 |
| 0 | 1999 | 1951 | U | | AG DEPT | 1051961 |
| 5464 | OLDSMOBILE | | L | 1GA3AJ55M3S6420037 | COUNTY | 0000000 |
| 0 | 1995 | 1951 | U | | BUILDING DEPT. | E013312 |
| 5466 | COUNTY | | L | | COUNTY | 0000000 |
| 0 | 2000 | 1951 | U | | WELFARE | |
| 5541 | JEEP | | L | 1J4FJ68S6TL232762 | COUNTY | 0000000 |
| 57936 | 1996 | 1951 | U | | WELFARE/CPS | E029065 |
| 5573 | COUNTY | | L | | COUNTY | 0000000 |
| 62972 | 2000 | 1951 | U | | WELFARE | |

DATE: 08/19/2004

EXPANDED VEHICLE DATA PRINTOUT

| VEHICLE# | MAKE | SIZE | SERIAL NUMBER | VEHICLE LOCATION | VEH GVM |
|----------|-----------------|------|-------------------|------------------|---------|
| ODOMETR | YEAR DEPARTMENT | FUEL | REGISTRATION NUM | VEHICLE DRIVER | PLATE # |
| 5574 | COUNTY | L | | COUNTY | 0000000 |
| 0 | 2000 1951 | U | | WELFARE | |
| 5648 | CHEVROLET | L | 1GNE/19W0B146976 | COUNTY | 0000000 |
| 84133 | 1997 1951 | U | | D.A. | E041792 |
| 5680 | COUNTY | L | | COUNTY | 0000000 |
| 0 | 2000 1951 | U | | D.A. | |
| 5810 | COUNTY | 0 | | | 0000000 |
| 0 | 2000 1951 | U | | COUNTY D.A. | |
| 5821 | CHEVROLET | L | 1GNEL19W9XB174245 | COUNTY | 0000000 |
| 13007 | 1999 1951 | U | | SOCIAL SERVICES | |
| 5829 | FORD | L | 1FAFP52081A274954 | COUNTY | 0000000 |
| 82844 | 2001 1951 | U | | DA | |

| | | | | |
|------|-----------|---|-----------------|---------|
| 6504 | COUNTY | L | COUNTY | 0000000 |
| 0 | 2000 1951 | U | PROBATION | |
| 8340 | FORD | L | | 0004663 |
| 0 | 1991 1951 | U | COUNTY CALTRANS | E884795 |
| 8343 | FORD | L | | 0004663 |
| 0 | 1991 1951 | U | COUNTY CALTRANS | E884796 |
| 8344 | FORD | L | | 0004663 |
| 0 | 1991 1951 | U | COUNTY CALTRANS | E884797 |
| 8888 | COUNTY | O | | 0000000 |
| 0 | 2000 1951 | | COUNTY DOT | |

Report Generated By: RTA Fleet Management Software

COPY

#204-00411

11

**FUEL PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF SOUTH LAKE TAHOE AND
EL DORADO COUNTY**

THIS AGREEMENT is made and entered into as of the 5th day of August, 2003, by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation (hereinafter referred to as "CITY"), and El Dorado County, a political subdivision of the State of California (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, CITY owns and operates the fuel pump and garage located at 1700 "D" Street, South Lake Tahoe, California (hereinafter referred to as the "MOTOR POOL FACILITIES", and

WHEREAS, COUNTY desires to utilize the facilities at the MOTOR POOL FACILITIES to purchase fuel; and

WHEREAS, CITY desires to provide fuel for COUNTY at the MOTOR POOL FACILITIES.

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

AGREEMENT

1. **Term of the Agreement.** This Agreement shall be effective ("Effective Date") once fully executed. Each year thereafter, this Agreement shall automatically renew on the anniversary of the Effective Date unless terminated by either party thirty (30) days prior to each anniversary of the Effective Date. Any changes to cost and fee guidelines will be determined by CITY and agreed to by COUNTY at the time of renewal.

2. **City Facilities.** COUNTY shall be entitled to the non-exclusive use, in common with others so authorized, to purchase fuel.

3. **Availability of Services.** Fuel shall be available on a 24-hour basis, if supplies and priorities permit.

4. **Costs and Fees.** Fuel may be purchased at the MOTOR POOL FACILITIES at CITY'S cost plus a fifteen percent (15%) surcharge. Additionally, for each COUNTY vehicle utilizing the MOTOR POOL FACILITIES for fuel purchase, there will be an annual Ten Dollar (\$10) fee for the software tracking program. Upon execution of this Agreement, and annually thereafter, COUNTY shall pay this Ten Dollar (\$10) per vehicle fee. A list of COUNTY vehicles (presently 58) in the fuel purchase program detailing each vehicle by year, make, model, and license number is attached hereto as **Exhibit A**. Said list will be submitted to COUNTY from CITY quarterly for corrections and/or changes by COUNTY to ensure accuracy. In the event a holder of one of the COUNTY'S card keys causes a recoding of the card key, COUNTY will be charged a Fifteen Dollar (\$15) recoding fee for each such recurrence.

Costs associated with this Agreement shall have an annual limit of Twenty Thousand Dollars (\$20,000). Should costs incurred approach Twenty Thousand Dollars (\$20,000), this Agreement shall be amended to reflect the increased annual limit. Should costs exceed the Twenty Thousand Dollar (\$20,000) annual limit prior to this Agreement being amended, COUNTY shall be liable to CITY for all costs actually incurred.

5. **Card Keys.** COUNTY will not be charged for the card keys presently in its possession. In the event COUNTY requires additional replacement card keys they will be provided such new or replacement card keys at a cost of Twenty-Five Dollars (\$25) each. COUNTY must report any lost or stolen card keys to CITY within

twenty-four (24) hours of the loss or theft, or they will be responsible for the costs of any fuel taken with the lost or stolen card key.

6. **Payment.** Payments are due on or before thirty (30) days from the date of the invoice throughout the term of this AGREEMENT.

7. **Termination.** Either party hereto may terminate this agreement as provided for in paragraph 1 of this Agreement. In addition to all other remedies available to the CITY, this AGREEMENT shall be subject to cancellation by the CITY should COUNTY fail to pay any fees or other money payments required by this instrument and such failure not be remedied within ten (10) days following the due date.

8. **Independent Contractor.** It is understood that COUNTY and its employees, agents, contractors and subcontractors are independent contractors and shall not act as an agent or employee of CITY. COUNTY and its employees, agents, contractors or subcontractors shall obtain no rights to retirement benefits or other benefits which accrue to CITY'S employees, and COUNTY hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by COUNTY are employees, agents, contractors or subcontractors of COUNTY and not CITY.

9. **Indemnity.** COUNTY agrees to and shall defend, indemnify and hold harmless CITY, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement, from and against each and every claim and demand of whatsoever nature made on behalf of or by any person, persons, firm, partnership, corporation or otherwise, for any wrongful act or omission on the part of the COUNTY, its agents, servants and/or employees, and from any and all loss and damage by reason of such acts or omissions, including all

judgments, costs, attorney fees, and other expenses relating thereto and arising out of or from any accident or other occurrence on or about CITY'S MOTOR POOL FACILITIES. Provided, however, that the COUNTY is not obliged to protect and indemnify as stated herein where the loss, judgment, damage or expense was caused by the CITY'S sole negligence or by the joint negligence of CITY and any person other than the COUNTY.

10. **Insurance.** COUNTY shall maintain general liability insurance in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If a general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

COUNTY shall maintain automobile liability insurance covering bodily injury and property damage for all activities of COUNTY arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit for each occurrence. Insurance may be satisfied by provision of Certificate of Self-Insurance. CITY acknowledges and understands that COUNTY is self-insured.

CITY shall be provided with a Certificate of Insurance evidencing such coverage and further providing that such insurance may not be cancelled or allowed to lapse for non-renewal without thirty (30) days written notice to CITY by certified mail.

11. **Compliance with Law.** COUNTY shall abide by and be subject to any and all rules and regulations which are now, or may from time to time be, promulgated by federal, state, regional or local government, including CITY, concerning management, operation or use of CITY'S MOTOR POOL FACILITIES. If any law, ordinance, order, rule or regulation is passed or enacted by any governmental agency or department

having jurisdiction over COUNTY which requires COUNTY to modify or alter its operations or uses of CITY'S MOTOR POOL FACILITIES, COUNTY shall, at its sole cost and expense, promptly comply with such law, ordinance, order, rule or regulation.

12. Notices. All notices or demands provided for or which may be given by either party to the other under the terms of this Agreement shall be in writing, signed by the party giving the notice or making the demand, and shall be deemed validly served or delivered upon physical delivery or upon deposit in the United States mail addressed as follows:

TO CITY:
Fleet Manager
City of South Lake Tahoe Motor Pool
1700 "D" Street
South Lake Tahoe, CA 96150
Phone: (530) 542-6086

with copies to:
City Attorney
1052 Tata Lane
South Lake Tahoe, CA 96150
Phone: (530) 542-6040

Purchasing Agent
1052 Tata Lane
South Lake Tahoe, CA 96150
Phone: (530) 542-6065

TO COUNTY:
El Dorado County
General Services Department
Jackye Phillips, Admin.
2443 Headington Road
Placerville, CA 95667
(530) 642-4906

with a copy to:
El Dorado County
General Services Department
Purchasing Office
360 Fair Lane
Placerville, CA 95667
(530) 621-5830
Attn: Manager of Procurement & Contracts

or to such other address as the addressee may designate by written notice to the other party delivered in accordance with the provisions of this paragraph.

13. **No Waiver of Default.** No action whatsoever, except an express written waiver, shall be construed to be or act as a waiver by CITY or COUNTY of any default by the other in the performance of any of the terms, covenants, or conditions hereof to be performed and observed by it. No express written waiver of this Agreement shall apply to any subsequent defaults by the other in the performance of any of the terms, covenants, and agreements hereof to be performed, kept and observed by it.

14. **Remedies Are Cumulative.** The rights and remedies hereby created are cumulative and the use of the one remedy shall not be taken to exclude or waive the right to use of another.

15. **Supervision of All Activities.** The CITY shall have sole and general control and supervision of all activities of the public or other persons on the MOTOR POOL premises, consistent with the reasonable rules and regulations of the CITY. The Fleet Manager, employed by the CITY, shall have complete control, subject to the CITY'S direction, of the MOTOR POOL operation.

16. **Dispute Resolution.** Any dispute concerning this Agreement shall be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

17. **Attorney's Fees.** In the event of any dispute, claim or litigation based upon or relating to the breach, default or enforcement of any of the provisions of this Agreement, the prevailing party in such dispute, claim or litigation shall be entitled to

recover its reasonable attorney's fees, court costs, and expenses from the non-prevailing party.

18. **Controlling Law Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

19. **Signatory/Enforcement Authority.** Should the position of Fleet Manager be vacant for any reason, signatory and/or operational authority hereinabove delegated to the Fleet Manager shall be granted to the City Manager or his/her designee.

20. **Amendments.** This Agreement may be modified or amended only by a written document executed by both CITY and COUNTY and approved as to form by the City Attorney.

21. **Contract Administrator.** The COUNTY officer or employee with responsibility for administering this Agreement is the El Dorado County Fleet Manager, General Services Department.

22. **Authorized Signatures.** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

23. **Entire Agreement.** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their behalf.

CITY OF SOUTH LAKE TAHOE

EL DORADO COUNTY

By: Judy Brown
Judy Brown, Mayor

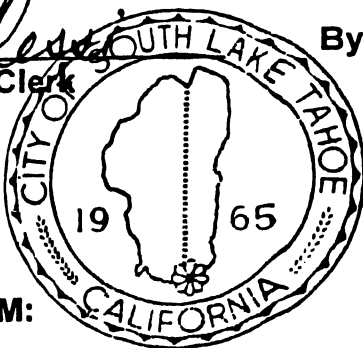
By: Helen Baumann
Helen Baumann, Chair 10/7/03
Board of Supervisors "County"

Attest:

Attest:

By: Susan Alessi
Susan Alessi, City Clerk

By: Margaret E. Moody
Dixie L. Foote, Clerk of
Board of Supervisors



APPROVED AS TO FORM:

By: Catherine L. DiCamillo
Catherine L. DiCamillo, City Attorney

legal\agreements\fuelpurchaseagr061003

DATE: 11/05/2001

EXPANDED VEHICLE DATA PRINTOUT FOR DIVISION

EXHIBIT "A" PAGE: 1

| MAKE YEAR | DIVISION | CLASS FUEL | SERIAL NUMBER REGISTRATION NUM | VEHICLE LOCATION VEHICLE DRIVER | VEH GWW PLATE # | PURCH DT INRSVCE | PURCH\$ RESELL | DEP/ED PERIODS | VALUE LICENS | INSURE INS | PD PECTN | EXPIR |
|-------------------|----------|---------------|-----------------------------------|------------------------------------|---------------------|--------------------------|-------------------|-------------------|-----------------|---------------|-------------|-------|
| 1000 | 1951 | O | | VECTOR CONTROL | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| 1000 | 1951 | | | COUNTY WELFARE | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| KAWASAKI 1992 | 1951 | L | | VECTOR CONTROL | 0000000 E21K86 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| CASE 1981 | 1951 | H | | VECTOR CONTROL | 0000000 S2313797 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| CASE 1981 | 1951 | H | | VECTOR CONTROL | 0000000 337623 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| FORD 1991 | 1951 | H | | VECTOR CONTROL | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| CHEVROLET 1974 | 1951 | L | | VECTOR CONTROL | 0000000 E632822 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| CHEVROLET 1974 | 1951 | L | | VECTOR CONTROL | 0000000 E591390 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| JEEP 0000 | 1951 | H | | VECTOR CONTROL | 0000000 E640357 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| GMC 1980 | 1951 | L | | VECTOR CONTROL | 0000000 E745733 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| JEEP 0000 | 1951 | L | | VECTOR CONTROL | 0000000 E590666 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| KAWASAKI 1992 | 1951 | L | | VECTOR CONTROL | 0000000 E21K85 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| CHEVROLET 1974 | 1951 | L | 1GCFK24K25E269263 | VECTOR CONTROL | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| CHEVROLET 1998 | 1951 | L | 1GCHK34R2WF060939 | VECTOR CONTROL | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |
| FORD 2000 | 1951 | L | 1FTNF2161VEE23807 | VECTOR CONTROL | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 | 00 | | 0 00 |

EXHIBIT A

| KEY | DIVISION | CLASS | SERIAL NUMBER | VEHICLE LOCATION | VEH GVM | PURCH BY | PURCHS | DEP/PD | VALUE | INSURE | PD | EXPIR |
|------|----------|-------|---------------------|------------------|--------------------|--------------------------|--------|---------|-------|--------|----------|--------------|
| YEAR | | FUEL | REGISTRATION NUM | VEHICLE DRIVER | PLATE # | INSERVICE | RESELL | PERIODS | | LICENS | INSPECTN | |
| 1992 | 1951 | L | | COUNTY | 0000000 4201311 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 1992 | 1951 | L | | COUNTY D/A | 0000000 4201349 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 000 | 1951 | H | | COUNTY PROBATION | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 000 | 1951 | H | | COUNTY PROBATION | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 000 | 1951 | H | | COUNTY WELFARE | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 000 | 1951 | H | | COUNTY WELFARE | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 1996 | 1951 | L | L 1J4FJ68S1232765 | COUNTY PROBATION | 0000000 E029068 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 0000 | 1951 | O | | VECTOR CONTROL | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 0000 | 1951 | H | | COUNTY WELFARE | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 1996 | 1951 | L | L 1J4FJ28SXTL312333 | COUNTY D/A | 0000000 3SDW465 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 0000 | 1951 | H | | COUNTY WELFARE | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 0000 | 1951 | H | | COUNTY BUILDING | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 1996 | 1951 | L | | COUNTY PROBATION | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 0000 | 1951 | L | L 1J4FJ68S54L194896 | COUNTY BUILDING | 0000000 E992575 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |
| 1998 | 1951 | L | L 1J4FJ68S1WL194894 | COUNTY D/A | 0000000 E992589 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | | | | 0 00 0 00 |

TE: 11/05/2001

EXPANDED VEHICLE DATA PRINTOUT FOR DIVISION 1951

ID: EXHIBIT "A"

| PLATE # | CLASS | SERIAL NUMBER | VEHICLE LOCATION | VEH GWR | PURCH DT | PURCH\$ | DEP/PD | VALUE | INSURE | PD | EXPIR |
|---------|----------|-----------------------|--------------------|--------------------|--------------------------|---------|---------|--------|----------|----------|----------|
| R | DIVISION | FUEL REGISTRATION NUM | VEHICLE DRIVER | PLATE # | INSERVICE | RESELL | PERIODS | LICENS | INSPECTN | | |
| 8 | 1951 | L 1J4FJ67S4WL194691 | COUNTY D/A | 0000000 E992592 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 8 | 1951 | L 1J4FJ68S4WL206665 | COUNTY D/A | 0000000 3XQE889 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 9 | 1951 | L 1J4FF68S7ZL610532 | COUNTY | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 9 | 1951 | L 1J4FF68S9ZL610533 | COUNTY | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 9 | 1951 | L 1J4FF68S4XL610536 | COUNTY | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 10 | 1951 | L GKEL19W2YB531750 | COUNTY CPS | 0000000 1051995 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 10 | 1951 | L | COUNTY FSDA | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 10 | 1951 | L 1J4FF48S0YL231748 | COUNTY APS | 0000000 1051998 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 10 | 1951 | L 1J4FF48S4YL231753 | COUNTY CPS-A | 0000000 1052001 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 10 | 1951 | L 1J4FF47S4YL231754 | COUNTY | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 10 | 1951 | H | | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 10 | 1951 | H | VECTOR | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 10 | 1951 | H | | 0000000 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 11 | 1951 | L X1G1/T53T8ME142122 | COUNTY D.A. | 0000000 2WQM981 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |
| 15 | 1951 | L 1GA3AJ55M3S6420037 | COUNTY BUIL. DEPT. | 0000000 E013312 | 00/00/0000 00/00/0000 | 0 0 | 0 0 | 0 0 | 0 0 | 00 00 | 00 00 |

| MAKE YEAR | DIVISION | CLASS FUEL | SERIAL NUMBER REGISTRATION NUM | VEHICLE LOCATION VEHICLE DRIVER | VEH GVN PLATE # | PURCH DT INRSRVCE | PURCH\$ RESELL | DEP/PD PERIODS | VALUE LICENS | INSURE INSPECTN | PD EXPIR |
|--------------|----------|---------------|-----------------------------------|------------------------------------|--------------------|----------------------|-------------------|-------------------|-----------------|--------------------|----------|
| COUNTY | | O | | | 0000000 | 00/00/0000 | 0 | 0 | | | 0 00 |
| 2000 | 1951 | N | | COUNTY WELFARE | | 00/00/0000 | 0 | 0 | | | 0 00 |
| COUNTY | | O | | | 0000000 | 00/00/0000 | 0 | 0 | | | 0 00 |
| 2000 | 1951 | N | | COUNTY WELFARE | | 00/00/0000 | 0 | 0 | | | 0 00 |
| COUNTY | | O | | | 0000000 | 00/00/0000 | 0 | 0 | | | 0 00 |
| 2000 | 1951 | N | | COUNTY WELFARE | | 00/00/0000 | 0 | 0 | | | 0 00 |
| COUNTY | | O | | | 0000000 | 00/00/0000 | 0 | 0 | | | 0 00 |
| 2000 | 1951 | N | | COUNTY WELFARE | | 00/00/0000 | 0 | 0 | | | 0 00 |
| CHEVROLET | | L | 1GNE/19W05146976 | | 0000000 | 00/00/0000 | 0 | 0 | | | 0 00 |
| 1997 | 1951 | | | COUNTY D.A. | 5041792 | 00/00/0000 | 0 | 0 | | | 0 00 |
| COUNTY | | O | | | 0000000 | 00/00/0000 | 0 | 0 | | | 0 00 |
| 2000 | 1951 | N | | COUNTY D.A. | | 00/00/0000 | 0 | 0 | | | 0 00 |
| COUNTY | | O | | | 0000000 | 00/00/0000 | 0 | 0 | | | 0 00 |
| 2000 | 1951 | N | | COUNTY D.A. | | 00/00/0000 | 0 | 0 | | | 0 00 |
| CHEVROLET | | L | 1GNEL19W9XB174245 | | 0000000 | 00/00/0000 | 0 | 0 | | | 0 00 |
| 1999 | 1951 | U | | COUNTY | | 00/00/0000 | 0 | 0 | | | 0 00 |
| COUNTY | | O | | | 0000000 | 00/00/0000 | 0 | 0 | | | 0 00 |
| 2000 | 1951 | N | | COUNTY PROBATION | | 00/00/0000 | 0 | 0 | | | 0 00 |
| FORD | | L | | | 0004663 | 00/00/0000 | 13207 | 0 | | | 0 00 |
| 1991 | 1951 | U | | COUNTY CALTRANS | E884795 | 00/00/0000 | 0 | 0 | | | 0 00 |
| FORD | | L | | | 0004663 | 00/00/0000 | 13207 | 0 | | | 0 00 |
| 1991 | 1951 | U | | COUNTY CALTRANS | E884796 | 00/00/0000 | 0 | 0 | | | 0 00 |
| FORD | | L | | | 0004663 | 00/00/0000 | 13207 | 0 | | | 0 00 |
| 1991 | 1951 | U | | COUNTY CALTRANS | E884797 | 00/00/0000 | 0 | 0 | | | 0 00 |
| COUNTY | | O | | | 0000000 | 00/00/0000 | 0 | 0 | | | 0 00 |
| 2000 | 1951 | N | | COUNTY DOT | | 00/00/0000 | 0 | 0 | | | 0 00 |