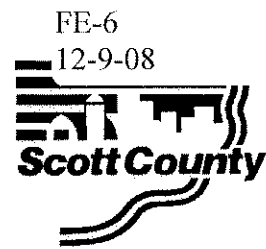


Facility and Support Services

600 West 4th Street
Davenport, Iowa 52801-1003
fss@scottcountyia.com
(563) 326-8738 Voice (563) 328-3245 Fax



December 4, 2008

To: C. Ray Wierson
County Administrator

From: Dave Donovan, Director
Facility and Support Services

Subj: Fueling agreement with the City of Davenport

Attached is a final draft of a fueling agreement with the City of Davenport. In effect, this agreement consolidates our fleet fueling with the City using their fueling stations. This agreement does not affect fueling arrangement for Secondary Roads or Conservation.

We have been discussing this consolidation for several years since both entities operate tanks and pumps within close proximity on Tremont Avenue. This arrangement would allow us to eventually remove the existing above ground storage tank at our Tremont Facility. In addition, this agreement gains us access to fueling downtown, since the City operates a fueling station at their Marquette Street location.

As the agreement indicates, we will pay a 5-cent per gallon administrative fee to the City to offset the billing cost. Based on our historical usage, this will cost us approximately \$2600 per year. In addition, the fueling keys will cost \$2510 - a one-time, up front cost. The consolidation will free up staff time for us in administering our system, purchasing fuel and accommodating re-filling of our tank. Additionally, we will avoid maintenance and replacement costs associated with our aging pump and electronic equipment.

I will be available at the next Committee of the Whole meeting to discuss the proposed agreement. The Vehicle Advisory Committee endorses this consolidation effort.

Cc: Vehicle Advisory Committee

FUELING AGREEMENT

This Agreement is entered into between the City of Davenport ("City") and Scott County as of this 31st day of October, 2008.

WHEREAS, Scott County, is looking for a cost effective way to fuel its vehicles;

WHEREAS, the City believes it has the capacity to provide this resource to Scott County;

NOW, THEREFORE, in consideration of the mutual obligations expressed herein, the parties agree as follows:

1. Fuel Price. Scott County will pay the City five cents (5¢) per gallon above the per gallon price charged to City vehicles. This price may be changed by the City at anytime. The new price will become effective upon the mailing, faxing, or emailing, whichever occurs first, of the notice of price change to Scott County.

2. Fuel Keys. The City shall provide Scott County with 251 fuel keys to operate the City pumps after Scott County pays the initial sum of \$2,510.00. This allotment of keys will consist of 151 employee keys, 94 vehicle keys, and 6 administrative keys. Replacement keys may be provided in the discretion of the City's Fleet Manager. Additional keys (excluding replacement keys) will be charged out at the cost of \$10.00 per key.

3. Reports/Billing/Payment. Scott County will be provided a monthly summary report itemizing all purchases for the month. Scott County shall pay within 30 days of the receipt of an invoice from the City. Any amount owing after 30 days shall bear interest at the rate of 5 percent compounded monthly.

4. Term and Termination. This Agreement shall be for an initial term of 1 year unless terminated earlier by notice from the City or from default by a party. The Agreement will renew for successive 1-year periods unless notice of non-renewal is provided at least 30 days in advance. Upon termination Scott County shall pay all outstanding sums within 30 days of the final billing and return all fuel keys within 3 business days of the termination date. The City or Scott County may terminate this agreement at any time for any reason upon notice. Immediate early termination will result from any misuse of the City's fuel system (for example, fueling a personal vehicle or excessive spillage). The City's Notice to Terminate without cause shall be given at least 30 days in advance. A Notice to Terminate due to default other than misuse of the system shall be given 14 days in advance and only after a reasonable period to cure (not to exceed 60 days) has been given and expired. When determining a reasonable period to cure, consideration should not be given to the subjective financial circumstances of the party in default.

5. Insurance. Scott County shall maintain appropriate worker's compensation and general liability coverage.

6. Hold Harmless. Scott County agrees to indemnify and hold harmless the City, its officers and employees, for any and all loss, cost, claims, actions, or suits, whatsoever, arising out of Scott County's and its officers', employees', and agents' use of the City's fuel system and facilities.

7. Additional and Replacement Vehicles. Scott County is allowed to fuel 94 vehicles at the City's facility. Any addition to this number must be approved in writing by City's Fleet Manager. Replacement of existing vehicles is allowed, but sufficient advance notice must be given to the City so it can delete the old vehicle information and input the new vehicle information.

8. No third-party beneficiary. This Agreement shall not create nor shall it be construed to create any rights for or obligations to any third-party beneficiary.

9. Modification. This Agreement may be modified or supplemented by the parties. Any such amendment shall be in writing and signed by a duly authorized representative of the parties.

10. State of Iowa. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the City.

11. Assignment. This Agreement may not be assigned, transferred or conveyed in whole or in part.

12. Integration. This Agreement represents the entire Agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.

13. Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent entity acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

14. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of a party, failure or delay by either party at any time to require performance by the other party or to claim a breach of any provision of the

contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

15. Notice. The following are the parties' designees for purposes of notice:

If to Scott County:

Scott County Facility & Support Services
600 W. 4th Street
Davenport, IA 52801-1003

If to the City:

Fleet Manager
226 W 4th Street
Davenport, IA 52801

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

16. Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in this Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

17. Authorization. Each party to this Agreement represents and warrants to the other parties that: It has the right, power and authority to enter into and perform its obligations under this Agreement. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

18. Counterparts. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

19. Delay or Impossibility of Performance. Neither party shall be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events or civil insurrection or war. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the party. If delay results from a party's conduct, negligence or failure to perform, the party shall not be excused from compliance with their terms and obligations of this Agreement.

Scott County and the City have caused this Agreement to be signed by their authorized representatives as of the date set forth above.

Scott County Facility & Support Services

City of Davenport

By _____

By _____

Its

Its

STATE OF)
) ss:
COUNTY OF SCOTT)

On this ____ day of _____, 2007, before me a notary in and for said county and state, personally appeared _____, to me known, who being by me duly sworn (or affirmed) did say that s/he is _____ of Scott County Facility & Support Services, that (the seal affixed to said instrument is the seal of said corporation) and that said instrument was signed (and sealed) on behalf of the said organization by the authority of its board of directors and that _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by her/him voluntarily executed.

Notary Public

STATE OF)
) ss:
COUNTY OF SCOTT)

Sworn to and subscribed before me a notary in and for said county and state by _____, to me personally known, this day of _____ day of _____, 2008.