

AMENDMENT TO

AGREEMENT FOR JOINT FUEL STATION BETWEEN
 TOOELE COUNTY, TOOELE CITY AND THE
 TOOELE COUNTY SCHOOL DISTRICT
 DATED APRIL 19, 1991

BY

STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES
 DIVISION OF FUEL DISPENSING

RECITALS

WHEREAS, the above parties hereinafter referred to as "County", "City" and "School District" have entered into a joint agreement to build, operate and maintain a fuel dispensing facility in the city of Tooele on property described in Section 3, Para.A, wherein the parties have access to use the facility by joint ownership rights based upon the portion of construction costs, as determined by 1989 historical fuel usage and paid under the said agreement, and accept the proportionate shares of ongoing expenses incurred in the joint operation of the joint fueling station.

WHEREAS, it is the intent of the County, City and School District to expand the original contract to have the State of Utah Division of Fuel Dispensing hereinafter referred to as "State" to; A.) Become a party to the agreement. B.) Utilize the site for and in behalf of all users of the Consolidated Fuel Network based on 1989 fuel consumption of the DPS, UDOT and OTHER state vehicles. C.) In accordance with Section 4, Para.A, the State shall operate the fueling site for and in behalf of the parties of the agreement.

THEREFORE, it is hereby agreed by the parties that:

1. Section 3, Para.B; be amended that the shares for participation/ownership be revised to:

	(new)	(prior)
Tooele County	36.5%	43.0%
School District	30.0%	35.0%
Tooele City	18.8%	22.0%
State DFD	<u>14.7%</u>	<u>00.0%</u>
TOTALS	100.0%	100.0%

That the proportional share of site costs as incurred by the County in accordance with this schedule will be paid by the State for inclusion as an owner, full partner and user of the consolidated fueling site.

2. Section 4, Para. A, be amended to reflect that the required "Operations Plan" be superseded by the "Site Management Agreement" (Attachment A). Wherein the State will supersede Tooele

County as operator of the fuel dispensing functions at the site. Fuel bills specifically will be paid by the respective party within the Twenty-one (21) day GASCARD billing cycle.

3. Section 4, Para. B; be amended to reflect that the required "Billings" be superseded by the "Site Management Agreement" (Attachment A) and "Users Agreement" (Attachment B). Wherein the State will provide monthly fuel billings/fuel management reports and dispensing functions at the site. Tooele County's costs to administer the agreement shall be superseded by the above attachments. In relation to disapproval of costs of administering (ie...management of) the site, that the language be superseded by the following;

Relationship of the Parties shall be that in the making of decisions about the Site and real property improvements situated thereon as it relates to site and equipment improvements, policy and procedures, inclusion or exclusion of parties or administration of this agreement and addendum to it; That the parties as constituted shall have an equal voice in the decisions made by a quorum of the parties in a mutually agreed upon meeting to transact such business. The Site Management Agreement (Attachment A) will be effective for the term of One (1) Year to be renewable on a yearly basis unless extended to a longer term by a quorum of the parties.

In the event of a vote for exclusion of a party, The quorum will make the effort to make the exclusions as equitable as possible for all parties.

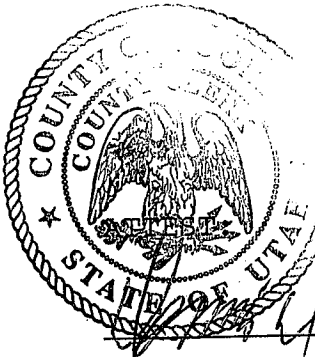
4. Section 4, Para. C; be amended to reflect that the required "Operation and Maintenance Costs" be superseded by the "Site Management Agreement" (Attachment A). That costs outside of those in paragraph 4 of attachment A be prorated on the operational shares as noted above.

5. Section 4, Para.D; be amended that the State will procure casualty and liability insurance in place of Tooele County. The insurance will be maintained through the State Division of Risk Management. The cost of the casualty and liability insurance will be borne by the parties in relation to their proportionate ownership in the consolidated site.

6. Section 8, Para.A; be amended to add notification of the state as:

State Division of Fuel Dispensing
Division Director
3112 State Office Building
Salt Lake City, Utah 84114

ATTEST:



[Signature]

ATTEST:

[Signature]

ATTEST:

[Signature]

STATE OF UTAH:

[Signature]
Division of Fuel Dispensing

[Signature]
Division of Purchasing

[Signature] 9/9/91
Division of Finance

TOOELE COUNTY:

[Signature]
Chair/ County Commission

TOOELE CITY:

[Signature]
Mayor

BOARD OF EDUCATION OF THE
TOOELE COUNTY
SCHOOL DISTRICT

[Signature]
Assistant Superintendent of Schools

APPROVED AS TO FORM

[Signature]
DOUGLAS AHLSTROM,
Tooele City Attorney

APPROVED AS TO FORM:

[Signature]
RONALD L. ELTON
Tooele County Attorney

ATTACHMENT "A"

STATE OF UTAH
CONSOLIDATED NETWORK MANAGEMENT AGREEMENT

STATE # ~~92 1143~~

1. PARTIES TO THE AGREEMENT: The State of Utah, Department of Administrative Services, Division of Fuel Dispensing, referred to as STATE and the following OWNER:

OWNER Name: * Tooele County; Tooele City; Tooele County School District; and the State of Utah

OWNER Address: Refer to Agreement for Joint Fuel Station as Amended between the above-stated parties.

Contact Person:

Phone Number:

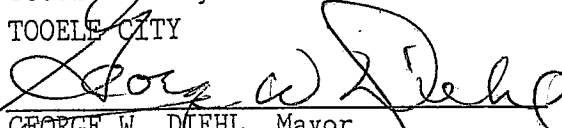
2. PURPOSE OF AGREEMENT: Provides management services for OWNERS Consolidated Network System. OWNER is an authorized USER of the Network. See Attachment B.
3. TERM OF AGREEMENT: Agreement begins on September 1, 1991 and continues until terminated in accordance with Attachment A, paragraph 9.
4. NETWORK LOCATION: Network location is at 9th South and SR 36, Tooele, Utah. OWNER certifies that the equipment and site at this address comply with current EPA/DOH regulations. OWNER has the Certificate of Compliance and other documentation to verify this. Further, OWNER has the documentation from a state authorized Tank Tightness Tester that the tanks at this location have been tested and show no inherent defects or leakage into the environment.
5. ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:
ATTACHMENT A - Network Agreement Provisions
ATTACHMENT B - Network Users Agreement
6. DOCUMENTS NOT ATTACHED HERETO BUT INCORPORATED BY REFERENCE:
a. All documentation referred to in this agreement that is not attached.
b. Governmental laws and regulations, and GASCARD requirements applicable to this agreement.
* Tooele County and Tooele City own the above-referenced network location but the site is subject to a cooperative Joint Fuel Station Agreement as referenced above and dated April 19, 1991, as amended.

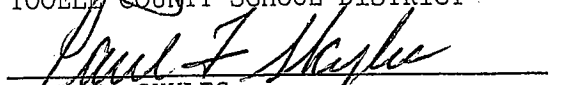
IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed.

OWNER



Signature of Owner TOOELE COUNTY


LELAND J. HOGAN, Chairman
Tooele County Commission
TOOELE CITY


GEORGE W. DIEHL, Mayor
TOOELE COUNTY SCHOOL DISTRICT


PAUL F. SKYLES
Assistant Superintendent of Schools

STATE


Division Of Fuel Dispensing


Division of Purchasing

Division of Finance

NETWORK AGREEMENT PROVISIONS

1. **LEGAL AUTHORITY:** OWNER assures and certifies that it possess legal authority to enter into this agreement; that a resolution, motion, or similar action has been passed by its governing body authorizing OWNER to perform in accordance with the requirements of this agreement. The provisions of this agreement shall be governed by the laws of the State of Utah.
2. **PROPERTY OWNERSHIP:** (a) OWNER holds Title to the Fuel Tanks, and Delivery and Dispensing Systems described in Attachment B. (b) OWNER owns and will maintain, and be legally responsible for, all real and personal property at the described location except the specific fuel tanks and delivery and dispensing systems at the Network Location. (c) OWNER grants to STATE and Network Customers a designated right of way, on its real property at the described location, to access Network Delivery and Dispensing Systems.
3. **STATE WILL PROVIDE OWNER:** (a) Access to, as an authorized user, the Consolidated Fuel System. (b) Management of fuel inventories for this Network Location. (c) Monthly fuel management reporting of all of the OWNER'S transactions throughout the system. (d) Relief from liability relating to a fuel spill and associated contamination and remediation costs at this Network location, as a result of actions by the STATE, upon current regulation compliance and execution of this agreement.
4. **NETWORK SITE OPERATION:** Operation and management of the site by the STATE includes, and is limited to, fuel procurement, fuel billing, normal maintenance, repair and mandated upgrades fuel dispensing, delivery and storage equipment. Electronic systems to enable each site to be connected with the consolidated network, and site data transmission charges will be paid by the STATE. Maintenance of the card and employee database are also specifically provided by STATE.
5. **MANAGEMENT COSTS:** All management costs are included in the fee established in Item # 6 of Attachment B. COSTS TO BE BILLED USER.
6. **STATE LIABILITY FOR UST ENVIRONMENTAL RELEASES:** The STATE hereby assumes the responsibility and the costs associated with the mitigation and remediation in the event of an environmental release, except in those cases caused by the negligence of the OWNER or it's agents. In addition to the liability coverage provided by the STATE PST fund STATE will carry coverage on the first \$25,000 of remediation costs not covered by the fund. This STATE coverage will end upon termination of the STATE'S participation in this agreement. Leakage, mitigation costs or legal liability related to network system at this Network Location shall be the responsibility of OWNER after termination of the STATE'S participation in this agreement in accordance with paragraph 9. **TERMINATION:** below. Any occurrence of environmental damage prior to, or subsequent to this agreement is specifically not covered by STATE.
7. **FORCE MAJEURE:** If either party is delayed or prevented from performing this agreement by reason of acts of God, strikes, lockouts, labor disputes, inability to procure product, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the obligated party (financial loss or inability excepted) performance of all the contract requirements shall be excused for the period of delay only. The period for the performing of contract requirements shall be extended for a period equivalent to the period of the delay.
8. **INDEMNIFICATION:** The parties to this agreement are governmental entities under the "Utah Governmental Immunity Act", Title 63 Chapter 30 U.C.A. 1953 as amended. Consistent with the terms of this Act, it is mutually agreed by the parties that they are not liable to the other party to this agreement for wrongful or negligent acts which it commits, or which are committed by its agents, officials, employees or volunteers. The parties do not waive any defenses otherwise available under the Governmental Immunities Act.
9. **TERMINATION:** This agreement may be terminated in advance of the stated expiration date for non-compliance with the provisions of this agreement. The party that has violated said provisions has 30 days after written notification of the breach is received from the other party to substantially cure the breach or termination will be effective 15 days after the notification letter was received.

STATE CONSOLIDATED NETWORK USERS AGREEMENT

STATE # _____

- 1. PARTIES TO THE AGREEMENT: Between the State of Utah, Department of Administrative Services, Division of Fuel Dispensing referred to as STATE and the following USER:

USER Name: TOOELE CITY

USER Billing Address: 90 North Main Street
Tooele, Utah 84074

Contact Person: George W. Diehl

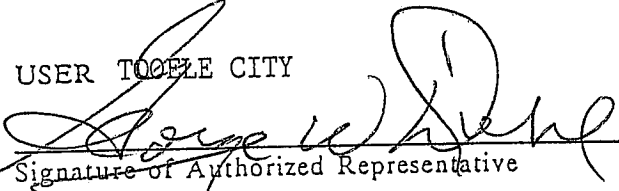
Phone Number: 882-1661

- 2. PURPOSE OF AGREEMENT: The purpose of this agreement is to provide electronic fuel dispensing and fleet card processing services to the USER at State Consolidated Network sites.
- 3. PERIOD OF AGREEMENT: Effective September 1, 1991. Will continue until cancelled by either party by giving the other party 15 days prior written notice. On termination of this agreement all payments will be processed for purchases made by USER through the date of termination.
- 4. PAYMENT PROCEDURES: USER will be billed monthly directly from GASCARD, INC. The monthly billing and "Fuel Management Report" are the same document. USER agrees to pay the billing within 21 days of billing closing date. A USER that is a State Agency will be billed monthly by Interdepartmental Transfer DF-50. Nonpayment can cause the access cards to become "disabled" until payment is received.
- 5. USER ACCESS CARDS: Access cards for fuel purchases will be issued to USER for agency staff use. The cost per card is -0-. Cards will be automatically reissued annually, on the anniversary date of this agreement, and billed to your account.
- 6. COSTS TO BE BILLED USER: The cost of fuel at "commercial" sites will be a "best rate" as negotiated by STATE. Fuel at "state" locations will be at "rack" plus delivery and administrative fee. This fee is established through public rate hearings and is based on the costs of managing the Network. The costs and rates are Public Information and will be made public.
- 7. OPERATING PROCEDURES: USER will advise staff to use the NETWORK facilities in responsible and safe manner and shall indemnify the STATE for damages caused by USER'S staff at a State Consolidated Network site.

IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed.

USER TOOELE CITY

STATE


Signature of Authorized Representative

GEORGE W. DIEHL, Mayor

Type Name and Title of Authorized Representative




- 1. PARTIES TO THE AGREEMENT: Between the State of Utah, Department of Administrative Services, Division of Fuel Dispensing referred to as STATE and the following USER:

USER Name: TOOELE COUNTY

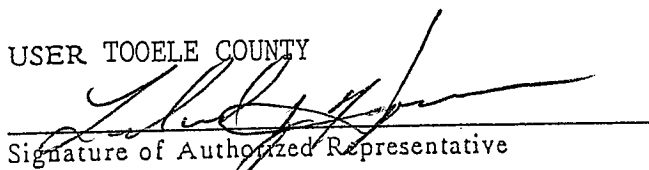
USER Billing Address: 47 South Main Street
Tooele, Utah 84074

Contact Person: Raymond Johnson Phone Number: 882-9160

- 2. PURPOSE OF AGREEMENT: The purpose of this agreement is to provide electronic fuel dispensing and fleet card processing services to the USER at State Consolidated Network sites.
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USER TOOELE COUNTY


Signature of Authorized Representative

LELAND J. HOGAN, Chairman
Type Name and Title of Authorized Representative
Tooele county Commission

STATE


Signature of Authorized Representative


Signature of Authorized Representative

- 1. PARTIES TO THE AGREEMENT: Between the State of Utah, Department of Administrative Services, Division of Fuel Dispensing referred to as STATE and the following USER:

USER Name: TOOELE COUNTY SCHOOL DISTRICT

USER Billing Address: 66 West Vine Street
Tooele, Utah 84074

Contact Person: Paul F. SKYLES Phone Number: 833-1900

- 2. PURPOSE OF AGREEMENT: The purpose of this agreement is to provide electronic fuel dispensing and fleet card processing services to the USER at State Consolidated Network sites.
- 3. PERIOD OF AGREEMENT: Effective September 1, 1991. Will continue until cancelled by either party by giving the other party 15 days prior written notice. On termination of this agreement all payments will be processed for purchases made by USER through the date of termination.
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USER

Paul F. Skyles
Signature of Authorized Representative

PAUL F. SKYLES

Type Name and Title of Authorized Representative
Assistant Superintendent of Schools

STATE

David J. Fletcher

Paul E. Allred