

MEMORANDUM OF UNDERSTANDING
BETWEEN
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND
DAGGETT COMMUNITY SERVICES DISTRICT

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the DAGGETT COMMUNITY SERVICES DISTRICT, hereinafter referred to as DCSD and SILVER VALLEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as SVUSD.

A. PURPOSE:

The purpose of this MOU is to provide a process between DCSD and the SVUSD to provide a mutually beneficial program for fuel services for DCSD vehicles.

B. SVUSD SHALL:

1. Provide unleaded and diesel fuel from District owned underground storage tanks located at 35320 Daggett-Yermo Rd., Yermo, CA 92398.
2. Fuel will only be provided for vehicles used for official DCSD business.
3. Specialized keys will be provided to DCSD that will allow fueling from SVUSD fuel pumps. Keys provide a means of tracking date, time, vehicle number, type and quantity of fuel pumped.
4. Monthly invoices will be generated to DCSD. Invoices will include a summary of usage by date, vehicle number, type and quantity of fuel used.
5. Fuel charges will be calculated as follows: (SVUSD direct cost of fuel + sales tax) + 2.5% administrative fee.

C. DCSD SHALL:

1. Provide a list of vehicles used for official DCSD business that will participate in the program.
2. Maintain security on specialized fuel pump keys. If keys are lost or damaged, there will be a \$15.00 replacement fee.
3. DCSD will be provided a gate key so that they can fuel their vehicles outside of normal operating SVUSD business hours. If gate keys are lost or damaged, there will be a \$5.00 replacement fee.
4. Payment for fuel usage will be made within 30 days of receiving the invoice. Payments will be made to SVUSD.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed. Any modifications will be approved by SVUSD Governing Board at a normally scheduled Board meeting.
2. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts SVUSD or DCSD from participating in similar activities with other public or private agencies, organizations, and individuals.
3. TERMINATION. Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.
4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

SVUSD:

Katie Hylton, Director, Maintenance
khylton@svusdk12.net
(760)254-1343

Jeff McKee, Maintenance/Mechanic
jmckee@svusdk12.net
(760)254-1344

Debbie Ehresman, Accounts Receivable Tech
dehresman@svusdk12.net
(760)254-1320

Mailing Address
P.O. Box 847
Yermo, CA 92398

Physical Address
35320 Daggett-Yermo Rd.
Yermo, CA 92398

DCSD:

Joseph Morris Jr., Acting President

Mark Staggs, Director

Beryl Bell, General Manager/Secretary

(760)254-2415
daggettcsd@aol.com

Mailing Address
P.O. Box 308
Daggett, CA 92327

Physical Address
33703 Second St.
Daggett, CA 92327

5. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and will not expire unless the modification or termination clause is invoked by either party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: DAGGETT COMMUNITY SERVICES DISTRICT

Date: _____
Name and Title: _____

FOR: SILVER VALLEY UNIFIED SCHOOL DISTRICT

Date: _____
Name and Title: _____