**FUEL SUPPORT AGREEMENT**

**Between County of \_\_\_\_\_\_\_\_\_\_\_\_\_ and Retailer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**I. PARTIES**. This Support Agreement (hereinafter “Agreement”) is entered into between the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a governmental subdivision of the State of \_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a private retail whose address is \_\_\_\_\_\_\_\_.

**II. AUTHORITY AND PURPOSE**. The undersigned Officers for the County and the Retailer, hereby agree to provide mutual emergency management aid and assistance in accordance with State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This Agreement sets forth the protocols and procedures for emergency requests for assistance which involve a major loss of electrical power for an extended period of time over a wide area. This will result in most retail gas stations from being unable to supply gasoline and diesel, resulting in a severe shortage of available fuel.

**III. TERM OF AGREEMENT**. This Agreement is effective upon the date of the last signature affixed hereto. This Agreement shall remain in full force and effect for three years, at which time it will be reviewed, updated and a new agreement will be signed. The Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which shall be delivered to the other party by hand or by certified mail sent to the address listed herein.

**IV. AUTHORIZED AGENTS**. Each party to this Agreement shall provide an “Authorized Agent” who will coordinate the Agreement and is authorized to speak on behalf of their respective party. The County Emergency Management Director shall be the Authorized Agent for the County of \_\_\_\_\_\_\_\_. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be the Authorized Agent for the Retailer \_\_\_\_\_\_\_. Their contact information is:

 POC: POC:

 Business Phone Bus. Ph.

 24 hour Phone 24 hour Company Phone:

 Mobile Phone Mobile Phone

 E-mail: E-mail:

 Address: Bus. Address:

**V. ACTIVATION OF THE AGREEMENT.** In the judgement of the Authorized Agent for the County, that disaster conditions exist; and that it has been determined that a long-term, area-wide commercial electrical power outage (also known as an electrical grid failure) has resulted; and that fuel supplies are expected to be severely limited; the Authorized Agent for the County shall contact the Authorized Agent for the Retailer to request activation of this agreement.

**VI. EMERGENCY PROCEDURES.** The Retailer will make available a supply of emergency fuel from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ store , located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In order to make this fuel supply available;

**A. The County will**:

1. Provide a portable electrical generator and an associated “Pigtail” wire to connect to the installed manual transfer switch, if needed.

2. Provide personnel for site security for the station and to operate the mobile generator and fuel pumps.

3. Reimburse the retailer for the fuel pumped during the disaster. The reimbursement shall be government sales tax-exempt.

4. Only provide fuel (gasoline and diesel) from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fuel Station to authorized agents of the County. Fuel sales will be manually recorded and provided to the retailer.

5. Provide a system of determining who is authorized to acquire fuel at the \_\_\_\_\_\_\_\_\_\_ Fuel Station. Primarily, this will be vehicles and generators operated by the County for its emergency operations. At the discretion of the Authorized Agent for the County, fuel may also be supplied to municipal emergency departments (fire, police, medical).

**B. The Retailer will**:

1. Allow access to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Station’s manual transfer switch, pumps, and office, once the disaster has been declared.

2. Sell existing fuel from the Station at the most recent, pre-disaster prices and calculated with the government sales tax exemption. Resupplied fuel will be sold with pricing determined by current pickup costs.

3. All fuel to be dispensed without the need for pre-payment. Tank levels will be recorded prior to dispensing of fuel and following the emergency. The Retailer will provide an itemized bill following the disaster.

4. Refill the tanks, during the disaster whenever possible.

**VII. INDEMNIFICATION.** Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other. To the extent a party does not maintain the proper levels of liability and other insurance coverage pursuant to the terms of this Agreement, the party’s liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities.

**VIII. VALIDATION**. Should any portion or section of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion or section; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section or portion or power invalidated. Each party to this agreement agrees to adhere to any applicable laws and regulations.

No provision of this Agreement may be modified, altered, or rescinded without the approval of the undersigned.

Commissioner, County of \_\_\_\_\_\_ Date President, Retailer Date

Commissioner, County of \_\_\_\_\_\_ Date

Commissioner, County of \_\_\_\_\_\_ Date