

Consolidated Fuel Network & Site Management Agreement



1. **PARTIES TO THE AGREEMENT:** The State of Utah, Department of Administrative Services, Division of Fleet Operations, referred to as State and the following OWNER:

OWNER Name: _____
OWNER Address: _____
Contact Person: _____ Phone _____
Contact Email _____

2. **PURPOSE OF AGREEMENT:** Provide management services of OWNER(s) Consolidated Network System. OWNER is an authorized User of the Network. See Attachment B.

3. **TERM OF AGREEMENT:** Agreement begins on _____ and continues until _____ unless terminated in accordance with Attachment A paragraph 9. This agreement may be renewed for two additional one (1) year periods if agreed to in writing by the state and OWNER.

4. **NETWORK LOCATION:** Network location is _____. (See Attachment C location list). OWNER certifies that the equipment and site at this address comply with current EPA/DOH regulations. OWNER had 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
- Attachment C – Network Site list
- Attachment D – Signature Authorization Card

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 FLEETCOR requirements applicable to this agreement.

IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed between the OWNER and the State on this date _____.

OWNER

STATE

Signature of OWNER

Division of Fleet Operations

Type Name and Title of Signer

Division of Purchasing

Division of Finance



Fuel Network Agreement Provisions

Attachment A



1. **LEGAL AUTHORITY:** OWNER assures and certifies that it possesses 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 provision 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 is legally responsible for, all real and personal property at the described location except for the specific fuel tanks and delivery and dispensing systems at the Network location. OWNER grants to State and Network customers a designated right of way, on its real property at the described location, at access Network Delivery and Dispensing Systems for the term of the agreement.
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) Full and complete indemnity from liability relating to a fuel spill and associated contamination and remediation costs at the 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 to fuel dispensing, delivery and storage equipment. Electronic systems to enable each site to be connected with the consolidated network and site data transmission charges by the STATE. Maintenance of the card and employee database is also specifically provided by the STATE.
5. **MANAGEMENT COSTS:** All management costs are included in the fee established in Item #6 of Attachment B. Costs to be billed to 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 its 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.



Fuel Network Agreement Provisions

Attachment A



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 products, restrictive governmental laws or regulations, or other cause without fault or 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 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. If this breach is not substantially cured within thirty (30) days, after receipt of the notification, the termination shall be effective 30 days after the notification letter was received. If either party defaults in the performance of the agreement or any of its covenants, terms, conditions or provision, the defaulting party shall pay all cost and expenses including a reasonable attorney’s fee, which may arise or accrue from enforcing this agreement or pursuing any remedy available. The owner may terminate this agreement in whole or from time to time in part for the owner’s convenience. If the termination is for the convenience of the Owner, the owner shall terminate by delivering to the state a notice of termination specifying the nature, the extent and effective date of the termination. If the owner terminates this agreement for the convenience, owner shall pay the State for all costs incurred and services rendered prior to the effective date of the termination.



Fuel Network User Agreement

Attachment B



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

USER Name: _____ Fed Tax ID: _____

User Billing Address: _____

Contact Person: _____ Phone: () _____

Contact Email: _____

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 _____ and will continue until canceled by either party by giving the other party fifteen (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 the State of Utah. The monthly billing and "Fuel Management Report" are the same document. USER agrees to pay the billing within thirty (30) days of billing closing date. Non-payment after 30 days will be assessed a 5% late fee of past due balance; at 60 days a 10% late fee of past due balance; at 90 days a 15% late fee of the past due balance; at 120 days past due the account will be locked and the past due balance will be sent to the Office of Debt Collections where additional charges will be applied.

5. **USER ACCESS CARDS:** Access cards for fuel purchases will be issued to USER for agency staff use.

6. **COSTS TO BE BILLED USER:** The cost of fuel at "State managed" 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 a responsible and safe manner and shall indemnify the STATE for damages caused by USER'S at a State Consolidated Network site.

IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed between the USER and the STATE on this date _____.

USER _____
Authorized Representative

STATE _____
Division of Fleet Operations

Type Name and title of authorized

Name and Title of Representative



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Fuel Network Locations

Attachment C



Location Name (Card Reader Site)	Address



Signature Authorization Cards *Attachment D*



The names listed below are authorized to approve the issuance of fueling cards to vehicles and Personal Identification Numbers to employees of USER for use in the State Consolidated Fueling Network

ORGANIZATION: _____ DATE: _____

NAME	DATE	SIGNATURE	DEPARTMENT	PHONE AUTHORIZATION

AUTHORIZED BY: _____

TITLE: _____

DATE: _____

