

AGREEMENT
Between
CITY OF SUNRISE
and
CITY OF LAUDERHILL
for
RECIPROCAL FUELING STATION USAGE

This Agreement between the City of Sunrise and City of Lauderhill for Reciprocal Fueling Station Usage (“Agreement”) is between the City of Sunrise (“SUNRISE”), a Florida municipal corporation, and the City of Lauderhill (“LAUDERHILL”), a Florida municipal corporation.

R E C I T A L S

- i) The municipal boundaries of SUNRISE and LAUDERHILL adjoin each other;
and
- ii) Each City has numerous vehicles which provide service to its City, including but not limited to police, fire and utilities vehicles; and
- iii) Each City operates fueling stations which are utilized by its City vehicles; and
- iv) A City’s vehicle may have to travel a significant distance to refuel at its City’s fueling pumps even though a neighboring City’s fueling stations may be closer; and
- v) It is sound public policy for each City to ensure that its vehicles are ready for operations for as much time as possible without being taken out of service to be refueled; and
- vi) SUNRISE and LAUDERHILL recognize the mutual benefits to be derived from allowing specified vehicles from the other City to refuel at its neighboring City’s fueling stations.

NOW THEREFORE, for and in consideration of the mutual promises and covenants expressed below, SUNRISE and LAUDERHILL agree as follows:

1. RECITALS INCORPORATED. The above-stated recitals are true and correct and are hereby incorporated into the body of this Agreement.
2. SERVICES. Each City agrees to allow the other City’s Fire Rescue Department vehicles to utilize the City’s fueling stations. SUNRISE will issue LAUDERHILL fuel keys that will be coded to LAUDERHILL. LAUDERHILL will issue

SUNRISE fuel keys that will be coded to SUNRISE. In the event of an emergency (tropical storm watch or warning, hurricane watch or warning, or a local state of emergency), the fueling services offered by a City may be restricted upon verbal notice to the receiving City's City Manager or Fleet Manager. In its sole discretion, the providing City may eliminate fuel services or restrict fuel services to specified emergency vehicles for the receiving City or to place a cap on the gallons of fuel for the receiving City. Both Cities recognize that from time to time, the fueling stations must be closed for maintenance, repairs, or replacement projects. Each City's Fleet Manager will provide a verbal notification with a minimum 24-hour notice, of a temporary closure of the fueling station or as soon as possible, in the event of an unplanned closure. The Cities may execute a written amendment to this Agreement to expand this Agreement to other vehicles, Departments, and/or fueling stations.

3. LOCATIONS.

- (a) SUNRISE agrees to allow LAUDERHILL access to the fueling stations located at:

Public Works Complex
City of Sunrise
5580 N.W. 108th Avenue
Sunrise, FL 33351

Sawgrass Water Treatment Plant
City of Sunrise
14150 N.W. 8th Street
Sunrise, FL 33325

- (b) LAUDERHILL agrees to allow SUNRISE access to the following fueling stations:

Mike Laroche Lauderhill Fleet Service Facility
City of Lauderhill
1919 NW 55th Avenue
Lauderhill FL 33313

4. INVOICES. Commencing on April 1, 2017 and thereafter on the first day of each quarter, each City will invoice the other City for the fuel usage that relates to the issued fuel keys. Each invoice will include the date of the fueling, the name of the fuel key that was used to fuel the vehicle, indicate the number of gallons for each fueling, the type of fuel dispensed, and the cost per gallon. Fuel will be charged based upon the dollar cost average for fuel for the month in which the fueling occurred. To ensure that each City is recovering sufficient dollars to cover the fuel expense, each City shall calculate the weighted average cost of the fuel each month to determine the cost of a gallon of gas and provide that information to the other City on the invoice. For example,

if SUNRISE receives two (2) fuel deliveries in a month, one at \$2.00 for 3,000 gallons and the second at \$2.20 for 4,000 gallons, then the dollar cost average for that month will be calculated as follows:

\$2.00 x 3,000 = \$ 6,000

\$2.20 x 4,000 = \$ 8,800

TOTAL = \$14,800/7,000 Gallons = \$2.11 per gallon

Invoices from LAUDERHILL to SUNRISE shall be sent to the following address:

Accounts Payable/Receivable
Department of Finance and Administrative Services
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

Invoices from SUNRISE to LAUDERHILL shall be sent to the following address:

Accounts Payable
Finance and Support Services Department
City of Lauderhill
5581 West Oakland Park Boulevard
Lauderhill FL 33313

Any questions about the invoices should be directed to the respective City's Fleet Manager. Each City shall pay the other City for approved invoices within thirty (30) days of receipt of the invoices. The address that the invoice is sent to shall also be used for payments to the City.

5. TERM OF AGREEMENT; CANCELLATION. This Agreement shall commence on the date it is fully executed for a term of five (5) years with three (3) one-year automatic renewals. The Agreement will be automatically renewed from year to year unless cancelled by either party. This Agreement may be cancelled without cause by either party upon thirty (30) days written notice to the other party's Utility Director and City Manager.

6. NOTICE. Whenever either party desires to give notice to the other, it shall be given by written notice sent by overnight delivery, be effective on the day after it is sent, and be addressed to the other party at the places set forth below:

FOR SUNRISE:

Utility Director
City of Sunrise
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325

COPY TO: City Manager
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

FOR LAUDERHILL: Fleet Manager
City of Lauderhill
Mike Laroche Lauderhill Fleet Service Facility
1919 NW 55th Avenue
Lauderhill FL 33313

COPY TO: City Manager
City of Lauderhill
5581 West Oakland Park Boulevard
Lauderhill FL 33313

7. INDEMNIFICATION. SUNRISE and LAUDERHILL are state agencies as defined in Section 768.28, Florida Statutes, and each City agrees to be fully responsible for the acts and omissions of its employees acting within the course and scope of their employment to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

8. INSURANCE. LAUDERHILL and SUNRISE, at their sole cost and expense, shall each carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

9. GENERAL PROVISIONS.

9.1 Audit Right and Retention of Records. SUNRISE and LAUDERHILL shall have the right to audit the books, records, and accounts of either party that are related to this Agreement. SUNRISE and LAUDERHILL shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and as required by federal, state and local laws.

9.2 Nondiscrimination Equal Employment Opportunity, and American with Disabilities Act. Each City shall comply with all federal, state and local laws and ordinance applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national original, physical or mental disability in the performance of work under this Agreement.

9.3 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.

9.4 Materiality and Waiver of Breach. SUNRISE and LAUDERHILL agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.5 Compliance with Laws. Both parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.6 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless SUNRISE or LAUDERHILL elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.7 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.8 Applicable Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be Courts having jurisdiction over Broward County, Florida. SUNRISE and LAUDERHILL hereby agree to waive a jury trial in any action between them, and will proceed to a trial by judge if necessary.

9.9 Amendment. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by SUNRISE and LAUDERHILL.

9.10 Prior Agreements. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification,

amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.19 above.

9.11 Multiple Originals. This Agreement may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

9.12 Independent Contractor. Services provided by SUNRISE or LAUDERHILL pursuant to this Agreement shall be subject to the supervision of SUNRISE or LAUDERHILL. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.13 Entire Agreement. This Agreement contains the entire understanding of the participating agencies relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by both Cities.

9.14 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

9.15 Public Records. Each City shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that each City and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, each City shall: (a) keep and maintain public records required to perform the services provided hereunder; (b) upon request from either City's custodian of public records, provide the requesting City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement; (d) upon completion of the Agreement, keep and maintain public records required by each City to perform the service. Each City shall keep and maintain public records upon completion of the Agreement, and each City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to either City, upon request for a City's custodian of public records, in a format that is compatible with the information technology systems of the City. If either City fails to comply with the

requirements in this Section 9.15, either City may enforce these provisions in accordance with the terms of this Agreement. A City that fails to provide the public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

IF LAUDERHILL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

IF SUNRISE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, ANDREA M. ANDERSON BY TELEPHONE (954-730-3010), E-MAIL (AANDERSON@LAUDERHILL-FL.GOV), OR MAIL (CITY OF LAUDERHILL, OFFICE OF THE CITY CLERK, 5581 W. OAKLAND PARK BOULEVARD, LAUDERHILL, FLORIDA 33313).

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: LAUDERHILL signing by and through its Mayor, authorized to execute same by its City Commission action taken on the ____ day of _____, 2017, and SUNRISE signing by and through its Mayor, authorized to execute same by its City Commission on the ____ day of _____, 2017.

{REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

AGREEMENT BETWEEN THE CITY OF SUNRISE AND CITY OF LAUDERHILL FOR FUELING STATION USAGE

CITY OF SUNRISE

BY: _____
Mayor Michael J. Ryan

DATE: _____

Authentication:

Felicia M. Bravo
City Clerk

Approved as to form by Office
of the City Attorney
City of Sunrise, Florida
Kimberly A. Kisslan
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
(954) 746-3300

By: _____

AGREEMENT BETWEEN THE CITY OF SUNRISE AND CITY OF LAUDERHILL FOR FUELING STATION USAGE

CITY OF LAUDERHILL

BY: _____
Mayor Richard J. Kaplan

DATE: _____

Authentication:

Andrea Anderson
City Clerk

Approved as to form by Office
of the City Attorney
City of Lauderhill Florida
W. Earl Hall
5581 West Oakland Park Boulevard
Lauderhill FL 33313
(954) 572-9020

By: _____