

AGREEMENT FOR SALE OF FUEL

BETWEEN

THE CITY OF NAPLES AND COLLIER COUNTY

THIS AGREEMENT FOR SALE OF FUEL, is made and entered into on this day of _____, 2007, by and between the City of Naples, a political subdivision of the State of Florida, Collier County, Naples, hereinafter called the "City", and Collier County, a political subdivision of the State of Florida, Collier County, Naples, hereinafter called the "County".

WITNESSETH:

WHEREAS, the City operates a fuel site location within the City; and

WHEREAS, the County operates fuel site locations within Collier County; and

WHEREAS, the City has determined that it is in the City's and public's best interest to be able to access and purchase fuel from County fuel sites; and

WHEREAS, the County has determined that it is in the County's and public's best interest to be able to access and purchase fuel from the City's fuel site; and

WHEREAS, the City and County are authorized by law to enter into agreements with each other to better effectuate planning and service to the public and citizens of the City and County;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, and other valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. RECITALS INCORPORATED:

The above recitals are true and correct and shall be incorporated herein.

2. SCOPE:

2.01 The City and the County shall provide motor vehicle fuels for the sole purpose of government use under the automated fuel distribution systems operated by each party. Under said systems, the County shall provide the City a fuel key or keys, as required, and the City shall provide the County a fuel key or keys, as required, to access the respective fuel sites.

2.02 Employees of either party shall be permitted to enter the following properties for the purpose of fueling City or County vehicles.

City of Naples Fuel Site: Equipment Services Building
 370 Riverside Circle
 Naples, Florida

Hours of Operation: 24 hours daily

Collier County Fuel Sites: Collier County Fleet Facility
 2901 County Barn Road
 Naples, Florida

 Collier County Road Department
 402 Sgt. Joe Jones Road
 Immokalee, Florida

 Collier County Sheriff's Substation
 Intersection of U.S. 41 and S. R. 29
 Carnestown, Florida

Hours of Operation: 24 hours daily

3. INVOICING:

3.01 Each party shall exchange blanket purchase orders encumbering projected annual costs. The parties shall pay for the performance of this Agreement on a monthly basis in accordance with Chapter 218, Florida Statutes, also known as the Florida Prompt Payment Act. The prices for unleaded gasoline and diesel fuel shall be cost plus sixteen cents (\$0.16) per gallon for Fiscal Year 2008, plus all applicable taxes. The markup is subject to change on a fiscal year basis and shall be done by letter from the County to the City. A breakdown by fuel types shall accompany the invoice showing the base unit price of unleaded gasoline and diesel fuel and all current State and County taxes. Monthly invoices shall be accompanied by a listing of all fuel transactions sorted by user departments and vehicle key numbers for the billing period. On a regular basis, electronically retrieved purchase records shall be exchanged between the parties for computer down loading purposes.

4. NOTICES:

4.01 This Agreement shall be administered on behalf of the City of Naples by the Fleet Department. All notices and invoices from the County shall be mailed to the following address:

City of Naples
Fleet Management Department
370 Riverside Circle
Naples, Florida 34102

4.02 This Agreement shall be administered on behalf of the County by the Fleet Management Department. All notices and invoices from the City shall be mailed to the following address:

Collier County
Fleet Management Department
2901 County Barn Road
Naples, Florida 34112

5. TERMS:

5.01 Except as this Agreement may otherwise be terminated, this Agreement shall remain in full force from the date first above written and shall terminate twenty (20) years from that date unless terminated earlier.

5.02 On or before the expiration date of this Agreement, the Parties may extend this Agreement by mutual agreement under all of the terms and conditions contained herein for an additional multi-year period to be determined by the County Fleet Management Director, or his designee, and the City Fleet Management Director, or his designee.

5.03 If either party fails to comply with any of the terms and conditions hereof and such default is not cured within fifteen (15) days after written notice is given, the non-defaulting party may terminate this Agreement. Either party may terminate this Agreement without cause upon thirty (30) days notice to the other party.

6. INDEMNIFICATION:

6.01 To the extent permitted by Florida law, the City and the County shall each defend, indemnify and save the other harmless from any and all claims, liability, losses and causes of actions arising out of any act, error, omission, or negligence arising from or incident to each parties' performance under this Agreement. Neither party shall be responsible for any incident arising from the sole negligence of the other. This section is not intended to extend the limits of sovereign immunity as provided in § 768.28, Fla. Stat. (2007).

6.02 This provision shall also pertain to any claims brought against the parties by any employee of the named parties, any sub-contractor, or anyone directly or indirectly employed by any of them.

6.03 The parties' obligations under this provision shall be limited to the extent provided by Florida law.

7. INSURANCE:

7.01 The County and the City shall maintain insurance coverage in the minimum amounts and types as required by Florida Law.

7.02 The County and the City agree that either party may be self-insured on the condition that all self insurance(s) must comply with all state laws and regulations.

8. MISCELLANEOUS:

8.01 This Agreement shall be governed by the laws of the State of Florida. In the event any litigation is instituted by way of construction or enforcement of this Agreement each party shall be responsible for the payment of its own court costs and other expenses, including reasonable attorney's fees.

8.02 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the City and by the County, or their respective designees, in compliance with the then current County Purchasing Policy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first above written.

AS TO COUNTY:

BOARD OF COUNTY
COMMISSIONERS
COLLIER COUNTY, FLORIDA

ATTEST:

DWIGHT E. BROCK, CLERK

JAMES COLETTA, CHAIRMAN

Approved as to form and legal sufficiency

_____ Assistant County Attorney

AS TO CITY:

Bill Barnett, Mayor

Attest:

City Clerk

City Attorney