

AGREEMENT

THIS AGREEMENT is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444 and Mansfield Oil Company of Gainesville, Inc., a Georgia corporation, licensed to do business in Florida (hereinafter referred to as "Contractor"), whose address is 1025 Airport Parkway S.W., Gainesville, Georgia 30501, this 10th day of October, 2022

WHEREAS, the City desires to procure unleaded gasoline and diesel in accordance with the City's Invitation to Bid No. 2022-054, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. 2022-054 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF SCOPE OF SERVICES

The Contractor shall perform professional services similar to those identified in the scope of services accompanying the City's solicitation, which is specifically incorporated herein by reference and further detailed in Exhibit "A". The exact scope/requirements may vary each year, so prior to work commencement, the Contractor shall provide a detailed proposal outlining the services to be provided.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Fee Schedule attached hereto and incorporated herein as Exhibit "B", according to the terms and specifications of the referenced solicitation.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

For CONTRACTOR:

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Pkwy S.W.
Gainesville, Georgia 30501
Attn: MOC Bid Team
mocbids@mansfieldoil.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

The term of this Agreement shall be three years and may be renewed for two additional one-year periods, unless terminated earlier in accordance with terms set forth in the solicitation.

ARTICLE 6. E-VERIFY REQUIREMENTS

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH
By: Shelly Petrolia
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney

MANSFIELD OIL COMPANY OF
GAINESVILLE, INC.

By: David Zarfoss

Print Name: David Zarfoss

Title: Director of Pricing

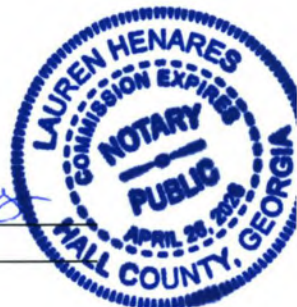
(SEAL)

STATE OF Georgia
COUNTY OF Hall

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of October, 2022, by David Zarfoss (name of person), as Director of Pricing (type of authority) for Mansfield Oil Company of Gainesville, Inc. (name of party on behalf of whom instrument was executed).

Personally known X OR Produced Identification
Type of Identification Produced _____

Lauren Henares
Notary Public – State of Georgia



**CORPORATE RESOLUTION
OF MANSFIELD OIL COMPANY OF GAINESVILLE, INC.**

The undersigned Chief Executive Officer and Sole Director of Mansfield Oil Company of Gainesville, Inc. a Georgia corporation (the "Corporation"), by affixing his signature hereto does hereby consent to and authorize the following action:

WHEREAS, the undersigned desires to authorize David Zarfoss, Director of Pricing, to execute any and all contracts and documents necessary to bind the Corporation with respect to bids, contracts and documents relating to any contractual or business matter, including, but not limited to government business solicitations.

NOW THEREFORE, BE IT RESOLVED, that David Zarfoss, in his capacity as Director of Pricing, is hereby authorized to execute any bids, contracts and documents necessary to bind Corporation in the ordinary course of its business, including, but not limited to government solicitations and related documents.

WITNESS, his hand and seals, this 1st day of June, 2018.

MANSFIELD OIL COMPANY
OF GAINESVILLE, INC.

Michael Mansfield
By: Michael Mansfield (Jun 2, 2018)
Name: Michael F. Mansfield, Sr.
Title: CEO and Sole Director

RESOLUTION NO. 169-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH MANSFIELD OIL COMPANY OF GAINESVILLE, INC., FOR UNLEADED GASOLINE AND DIESEL FUEL; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS THERETO AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (City) is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City requires the purchase and delivery of unleaded gasoline and diesel fuel; and

WHEREAS, the City desires to enter into an agreement with Mansfield Oil Company of Gainesville, Inc., for the purchase and delivery of unleaded gasoline and diesel fuel; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and Mansfield Oil Company of Gainesville, Inc., which is attached to this Resolution as Exhibit "A".

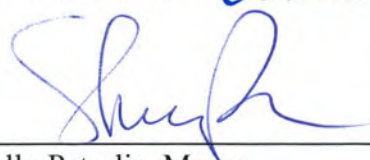
Section 3. The City Commission authorizes the City Manager to execute any amendments thereto and to take any and all actions necessary to effectuate this Agreement.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the 25th day of October, 2022.

ATTEST:


Katerri Johnson, City Clerk


Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:


Lynn Gelin, City Attorney

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Agreement with Mansfield Oil Company of Gainesville, Inc.

Department: Public Works

Contact person: Chris Snyder

City Manager approval ☐

City Commission approval ☒

Reviewed by Purchasing ☒

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New ☒

Renewal* ☐

Amendment* ☐

*Renewal: Only change is the agreement term

*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:

Comments/Specific Provision in Agreement

Term (Duration of Agreement)	Article 5 of Agreement: 5 years; 3 years with 2 1-year renewals
Termination Clause	S11, P28 of ITB; convenience. S11, P29 of ITB; for cause.
Renewal Clause	Article 5 of Agreement
Insurance	City standard
Indemnification	City standard
Assignment	S11, P22 of ITB; written consent required
Fiscal Funding Requirement	S11, P67 of ITB
FL. Public Records Provision (2016)	S11, P50 of ITB
Inspector General Provision	S11, P32 of ITB
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	S11, P42 of ITB; each bears own.
E-verify	Article 6 of Agreement

Business Principles:

Comments

Fees: Total Value	\$5,898,700
Fees: Per Fiscal Year	\$1,179,740

Other Issues:

Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Agreement to provide gasoline and diesel fuel.
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: William Bennett, Esq.

Reviewed and approved as to form and legal sufficiency only