

# County of Monroe

The Florida Keys



## BOARD OF COUNTY COMMISSIONERS

Mayor Sylvia Murphy, District 5  
 Mayor Pro Tem Danny Kolhage, District 1  
 Michelle Coldiron, District 2  
 Heather Carruthers, District 3  
 David Rice, District 5

## County Commission Meeting

February 20, 2019  
 Agenda Item Number: C.19  
 Agenda Item Summary #5207

**BULK ITEM:** Yes

**DEPARTMENT:** Fleet Management

**TIME APPROXIMATE:**  
 N/A

**STAFF CONTACT:** Roy Sanchez (305) 292-3572

**AGENDA ITEM WORDING:** Approval to renew existing contract with Dion Fuels LLC for the second additional one-year term beginning March 15, 2019.

**ITEM BACKGROUND:** Our existing contract with Dion Fuels LLC will expire March 15<sup>th</sup>, 2019. In accordance with Item 2 – Term of Contract (B) of the 2017 agreement, the County hereby exercises its option to renew the Agreement for the second (2<sup>nd</sup>) additional one-year term beginning March 15, 2019.

**PREVIOUS RELEVANT BOCC ACTION:** On March 15, 2017, the Board approved execution of the current contract with Dion Fuels, LLC., (BOCC Item C4). The 1<sup>st</sup> extension to the contract was approved at the BOCC meeting on February 21, 2018 – Item C.10

**CONTRACT/AGREEMENT CHANGES:**  
 N/A

**STAFF RECOMMENDATION:** Approval

### **DOCUMENTATION:**

2nd Renewal Agreement - signed by Dion's & Approved by CAY  
 Dion Contract - fully executed 3.15.17  
 First Renewal Agreement - fully executed.  
 dionllc certificate of insurance

### **FINANCIAL IMPACT:**

**Effective Date:** March 15, 2019  
**Expiration Date:** March 15, 2020

**Total Dollar Value of Contract:** \$450,000 – approx.

**Total Cost to County:**  
**Current Year Portion:**  
**Budgeted:** Yes  
**Source of Funds:** 504-23502-530521 / 523  
**CPI:**  
**Indirect Costs:** N/A  
**Estimated Ongoing Costs Not Included in above dollar amounts:** None

**Revenue Producing:** No                      **If yes, amount:** N/A

**Grant:** N/A

**County Match:** N/A

**Insurance Required:**

**Additional Details:**

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**REVIEWED BY:**

|                               |           |                     |
|-------------------------------|-----------|---------------------|
| Roy Sanchez                   | Completed | 02/01/2019 11:57 AM |
| Kevin Wilson                  | Completed | 02/04/2019 10:00 AM |
| Christine Limbert             | Completed | 02/04/2019 11:33 AM |
| Budget and Finance            | Completed | 02/04/2019 12:54 PM |
| Maria Slavik                  | Completed | 02/04/2019 12:55 PM |
| Kathy Peters                  | Completed | 02/04/2019 1:20 PM  |
| Board of County Commissioners | Pending   | 02/20/2019 9:00 AM  |

## SECOND RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of February, 2019 between the **MONROE COUNTY** and **DION FUELS LLC.**, in order to renew the agreement between the parties dated March 15<sup>th</sup>, 2017.

1. In accordance with Item 2 – TERM OF CONTRACT (B) of the 2017 agreement, the County hereby exercises its option to renew the Agreement for the 1st additional one-year term beginning March 15th, 2019.
2. In all other respects, the agreement between the parties dated March 15th, 2017 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(SEAL)

ATTEST: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor / Chairman

WITNESSES:

 \_\_\_\_\_

Witness 1

 \_\_\_\_\_

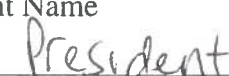
Witness 2

DION FUELS, LLC

By  \_\_\_\_\_

 \_\_\_\_\_

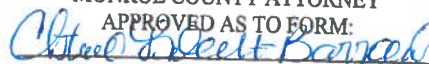
Print Name

 \_\_\_\_\_

Title

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:



CHRISTINE LIMBERT-BARROWS  
ASSISTANT COUNTY ATTORNEY

DATE: 1/31/19

**CONTRACT**  
**UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER**

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of March, 2017 by and between the MONROE COUNTY, a political subdivision of the State of Florida hereinafter called "County" and Dion Fuels LLC., a Florida corporation, hereinafter called "Vendor".

**WITNESSETH:**

WHEREAS, the County maintains gasoline and diesel fueling facilities throughout Monroe County for purposes of fueling County vehicles; and

WHEREAS, the Vendor is qualified, properly equipped and is in the business of providing gasoline and diesel fuel to fueling facilities; now, therefore

IN CONSIDERATION of the premises and of mutual covenants and promises hereinafter contained, the parties hereto do hereby agree as follows:

1. **DESCRIPTION**

A. The Vendor shall deliver Low, Medium, or High Octane Gasoline as requested by the County and Ultra Low Diesel Fuel (Clear and Dyed) to locations in the Key West, Marathon, Plantation Key, and Key Largo areas as requested by the ordering Monroe County and School Board departments and on the dates requested by such departments. Fuel shall be delivered the next day if requested by 4:00 p.m.

B. Deliveries will be in quantities of less than One Hundred (100) gallons to Seven Thousand (7,000) gallons (Full Tanks). The Vendor shall have a metered tanker for all deliveries and shall be required to itemize invoices for each delivery under this provision.

C. Upon request by the County, Vendor shall provide documentation supporting most recent pump meter certification.

D. All Monroe County deliveries must be supervised and delivery tickets must be signed and dated by Monroe County personnel.

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)

E. The Vendor shall have the capability to pump fuel into elevated and/or aboveground tanks through standard quick detachable couplings.

F. The Vendor shall prioritize the County and have ability to provide daily deliveries of gasoline and diesel to multiple locations after a hurricane, natural disaster, or other emergency for as long as the need exists.

## 2. TERM OF CONTRACT

A. This Agreement shall be for a period of One (1) year commencing upon the day in which it has been approved by the Board of County Commssioners, as indicated at the top of page 1 of this Agreement.

B. The County shall have the option to renew this Agreement after the first year, for four (4) additional one (1) year periods.

## 3. HOLD HARMLESS

Notwithstanding any minimum insurance requirements prescribed elsewhere in this Contract, Vendor shall defend, indemnify and hold the County and the County's elected and appointed officers and employees harmless from and against (I) any claims, actions or causes of action, (II) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (III) any costs or expenses (including, without limitation, costs imposed by any governmental agency by reason of, or in connection with a violation of any federal law or regulation, attorney's fees and costs, court costs, fines and penalties) that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Vendor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of Vendor or any of its employees, agents, contractors or other invitees, or (C) Vendor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than Vendor). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this Section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

4. INSURANCE

Prior to execution of this agreement the Vendor shall furnish the County Certificates of Insurance indicating the minimum coverage limitations as stated and attached hereto in the General Insurance Requirements for Suppliers of Goods or Services.

5. PAYMENT

- A. Price per gallon shall reflect Port Everglades Florida Terminal (RACK) charges.
- B. Monroe County may not be charged more than the following prices listed above market (RACK) price from date delivered.

| <u>Unleaded Gasoline (Any Octane)</u> |                | <u>Ultra Low Sulfur Diesel (Clear and Dyed)</u> |                |
|---------------------------------------|----------------|---|----------------|
| \$ __.195                             | Key West       | \$ __.225                                       | Key West       |
| \$ __.175                             | Sugarloaf      | \$ __.205                                       | Sugarloaf      |
| \$ __.155                             | Marathon       | \$ __.185                                       | Marathon       |
| \$ __.135                             | Plantation Key | \$ __.145                                       | Plantation Key |
| \$ __.135                             | Coral Shores   | \$ __.145                                       | Coral Shores   |
| \$ __.115                             | Key Largo      | \$ __.125                                       | Key Largo      |

- C. The Vendor shall submit invoices to the County, itemizing the delivery location, the requesting department, the RACK prices, and all taxes, for each delivery to the locations described herein.
- D. Upon receipt of an Invoice the County shall have thirty days, in accordance with the Florida Prompt Act, to render payment to Vendor.
- E. Gasoline and Diesel Fuel taxes must be itemized on each invoice.

6. INDEPENDENT VENDOR

At all times and for all purposes under this Agreement the Vendor is an independent Contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this Agreement shall be construed so as to find the Vendor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

7. ASSURANCE AGAINST DISCRIMINATION

Vendor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this Agreement.

8. ASSIGNMENT

Vendor shall not assign or subcontract this Agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County, which approval shall be subject to such conditions and provisions as the County may deem necessary. This Agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the County in addition to the total agreed-upon price of the services/goods of the Vendor.

9. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this Agreement, the Vendor shall abide by all laws, statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor. The Vendor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

10. NOTICE REQUIREMENT

Any notice required or permitted under this Agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

For County:

For Vendor:

Fleet Management Services  
3583 S. Roosevelt Blvd.  
Key West, FL 33040

Dion Fuels LLC  
P.O. Box 1209  
Key West, FL 33041

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)



## 11. FUNDING AVAILABILITY

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration. In the event that funds from Fleet Management Services operating Gasoline and Diesel Accounts are partially reduced or cannot be obtained or cannot be continued at levels sufficient to allow for the purchase of services/goods specified herein, this Agreement may then be terminated immediately at the option of the County by written notice of termination delivered in person or by mail to the Vendor. The County shall only be obligated to pay for any goods delivered by the Vendor until the Vendor has received written notice of termination due to lack of funds.

## 12. PROFESSIONAL RESPONSIBILITY

The Vendor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in the Notice of calling for Bids. The Vendor shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the County is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of Vendor.

## 13. PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$35,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

## 14. TERMINATION

If the Vendor fails to fulfill the terms of this Agreement, or attachments, properly or on time, otherwise violates the provisions of the Agreement, the County may terminate the Agreement after five days by written notice. The notice shall specify cause. The County shall pay the Vendor the contract price for goods delivered but not paid for on the date of termination, less any amount of damages caused by the Vendor's breach. If those



damages are more than the amount due the Vendor then the Vendor remains liable to the County for the excess amount.

Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

15. APPLICABLE LAWS AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Vendor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and Vendor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

16. ATTORNEY'S FEES AND COSTS

The County and Vendor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

17. BOOKS, RECORDS AND DOCUMENTS

Vendor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Vendor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Vendor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to the Vendor.

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)

18. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Vendor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Vendor and their respective legal representatives, successors, and assigns.

20. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

21. CLAIMS FOR FEDERAL OR STATE AID

Vendor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

22. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Vendor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

23. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Vendor agree to participate, to the

extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Vendor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

24. NONDISCRIMINATION

Vendor agrees that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Vendor agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

25. COVENANT OF NO INTEREST County and Vendor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.

26. CODE OF ETHICS County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with

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one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

27. NO SOLICITATION/PAYMENT The County and Vendor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Vendor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

28. PUBLIC ACCESS The County and Vendor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Vendor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Vendor.

Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

- (1) Keep and maintain public records that would be required by the County to perform the service.
- (2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) 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 contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12<sup>TH</sup> Street, SUITE 408, KEY WEST, FL 33040.**

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)



29. NON-WAIVER OF IMMUNITY Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Vendor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the County be required to contain any provision for waiver.

30. PRIVILEGES AND IMMUNITIES All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

31. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

32. NON-RELIANCE BY NON-PARTIES No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Vendor agree that neither the County nor the Vendor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

33. ATTESTATIONS Vendor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

34. NO PERSONAL LIABILITY No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual

capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

35. EXECUTION IN COUNTERPARTS This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

36. SECTION HEADINGS Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

37. MUTUAL REVIEW This Agreement has been carefully reviewed by the Vendor and the County, therefore this Agreement is not to be construed against either party on the basis of authorship.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)



In witness whereof, the parties hereto have executed this agreement the day and year first above written,



(Seal)  
Attest: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY, FLORIDA

By: *Kevin Madok*  
Deputy Clerk

By: *George L. Neugent*  
Mayor/Chairman

VENDOR:

BY *[Signature]*  
DATE: 2-6-2017

(Corporate Seal)

Attest:

*Judith H. Simpson*  
Witness  
*Nina M. Simpson*  
Witness

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*Christine M. Limbert-Barrows*  
CHRISTINE M. LIMBERT-BARROWS  
ASSISTANT COUNTY ATTORNEY  
Date 2/2/17

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)

# RISK MANAGEMENT POLICY AND PROCEDURES CONTRACT ADMINISTRATION MANUAL

## General Insurance Requirements for Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

**GENERAL LIABILITY  
INSURANCE REQUIREMENTS  
FOR**

**CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person  
\$ 1,000,000 per Occurrence  
\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)

**WORKERS' COMPENSATION  
INSURANCE REQUIREMENTS  
FOR**

**CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND**

---

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)

**VEHICLE LIABILITY  
INSURANCE REQUIREMENTS  
FOR**

**CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND**

---

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person  
\$1,000,000 per Occurrence  
\$ 100,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)

**HAZARDOUS CARGO TRANSPORTERS LIABILITY  
INSURANCE REQUIREMENTS  
FOR**

**CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND**

---

Prior to the commencement of work governed by this contract, the Contractor shall purchase Pollution Liability Insurance which extends to the hauling of toxic and hazardous material by motorized vehicles. In compliance with the Motor Carrier Act, the policy should be endorsed with an **MCS-90** Endorsement, demonstrating financial responsibility for spills and clean-up. Any pollution exclusion limiting coverage under this policy shall be removed.

The minimum limits acceptable shall be:

\$1,000,000 per Occurrence

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)

VLP3

*Dion Fuels LLC  
P.O. Box 1209  
Key West, Florida 33041  
305-296-2000 phone  
305-296-0635 Fax*

COPY

1/12/2017

Monroe County Purchasing Office  
1100 Simonton Street Room 2-213  
Key West, Florida 33040

Dear Bid Opening Committee:

Please find enclosed completed bid proposal from Dion Fuels LLC for Unleaded Gasoline & Diesel Fuel BID-99-0-2017/II. Bid proposal includes the following documents:

Submission Response Forms I & II  
Lobbying and Conflict of Interest Clause  
Non-Collusion Affidavit  
Drug Free Workplace Form  
Responses to items requested in Section One item 9.B.1-5  
Certificate of Insurance

We are a locally owned company and take pride in delivering quality products and service to our customers. We have proven experience in delivering fuel to both Keys Energy Services and other government entities.

Our company has an established Drug Free Workplace Policy. We feel that eliminating drug and alcohol abuse, we improve the health, safety and productivity of our employees and in turn the quality of service we offer to our customers.

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)



We appreciate your consideration of Dion Fuels LLC when awarding this bid.

Sincerely,



John Cary, President  
Dion Fuels LLC

**SECTION TWO: BID RESPONSE AND COUNTY FORMS****SUBMISSION RESPONSE FORM PART I**

Unleaded Gasoline and Diesel Fuel Supplier for Monroe County, Florida

BID TO: **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**c/o PURCHASING DEPARTMENT**  
**GATO BUILDING**  
**1100 SIMONTON STREET, Room 2-213**  
**KEY WEST, FLORIDA 33040**

The undersigned, having carefully examined the specifications, bid and addenda thereto and other bid documents for:

**Unleaded Gasoline and Diesel Fuel Supplier for Monroe County, Florida**

in conformance with said specifications and other bid documents including Addenda issued thereto.

I acknowledge receipt of Addendum (a) No.(s) N/A.

Delivery 2 days.

I have included:

- ☐ The Submission Response Form Parts I and II XX
- ☐ Lobbying and Conflict of Interest Clause Form XX
- ☐ Non-Collusion Affidavit xx
- ☐ Drug Free Workplace Form xx

(Check mark items above, as a reminder that they are included.)

Company Name: Dion Fuels LLC

Mailing Address: PO Box 1209 Telephone: 305-296-2000 ext 113  
Key West, Florida 33041 Fax: 305-296-0635

Date: 1/12/2017

Signed: 

Witness: 

Name: John Cary

Judith K. Simons  
 (SEAL)

Title: President

Applicable License(s) Number: 16894321

Federal I.D. # 81-0935086

Type: Fuel Pollutants License

BID-99-0-2017/II

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)

## SUBMISSION RESPONSE FORM PART II

Item Description: Monroe County markup/delivery charges per gallon, above Port Everglades Florida Terminal (RACK) price from date delivered.

Unleaded Gasoline (Any Octane)

\$\_.195 Key West

\$\_.175 Sugarloaf

\$\_.155 Marathon

\$\_.135 Plantation Key

\$\_.135 Coral Shores

\$\_.115 Key Largo

Ultra Low Sulfur Diesel (Clear and Dyed)

\$\_.225 Key West

\$\_.205 Sugarloaf

\$\_.185 Marathon

\$\_.145 Plantation Key

\$\_.145 Coral Shores

\$\_.125 Key Largo

  
 (Signature of Bidder)

1/12/2017

(Date)

BID-99-0-2017/II

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)

# LOBBYING AND CONFLICT OF INTEREST CLAUSE

## SWORN STATEMENT UNDER ORDINANCE NO. 010-1990 MONROE COUNTY, FLORIDA

### ETHICS CLAUSE

" John Cary \_\_\_\_\_"  
(Company Officer/Partner/Individual)

warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

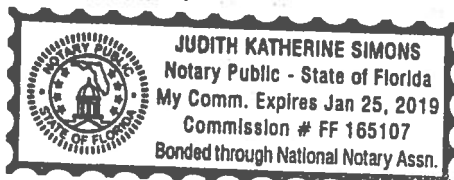
(Signature)  
Date: 1/12/2017

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on 1/12/2017

(date) by John Cary (name of affiant). He/~~She~~ is personally known to me or has produced \_\_\_\_\_ as identification. (type of identification)



Judith Katherine Simons  
NOTARY PUBLIC  
Judith Katherine Simons  
My commission expires: 1/25/19

BID-99-0-2017/II

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)

## NON-COLLUSION AFFIDAVIT

I, John Cary of the city of Key West, Florida according to law on my oath, and under penalty of perjury, depose and say that:

1. I am John Cary, President

of the firm of Dion Fuels LLC

making the Bid for the services/work/project described in the Request for Bids for:  
Unleaded Gasoline & Diesel Fuel Supplier (BID99-0-2017/II) and that I  
 executed the said Bid with full authority to do so:

2. The prices in this bid/Bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
3. Unless otherwise required by law, the prices and percentage of return which have been quoted in this bid/Bid have not been knowingly disclosed by the responder and will not knowingly be disclosed by the responder prior to bid/Bid opening, directly or indirectly, to any other bidder/responder or to any competitor.
4. No attempt has been made or will be made by the bidder/responder to induce any other person, partnership or corporation to submit, or not to submit, a bid/Bid for the purpose of restricting competition.
5. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for the project/services/work.

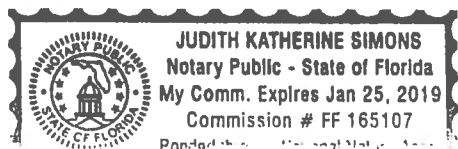
[Signature]  
 (Signature of Bidder)

1/12/2017  
 (Date)

STATE OF: Florida

COUNTY OF: Monroe

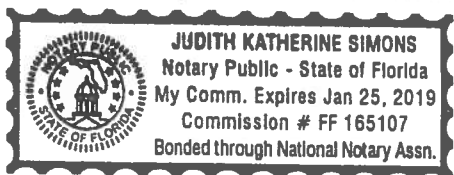
PERSONALLY APPEARED BEFORE ME, the undersigned authority, John Cary who, did after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 12 day of January 2017. "personally known to me"



[Signature]  
 NOTARY PUBLIC

Judith Katherine Simons

My Commission Expires: 1/25/2019



Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)

# DRUG-FREE WORKPLACE FORM

The undersigned Contractor/bidder/responder in accordance with Florida Statute 287.087 hereby certifies that:

Dion Fuels LLC

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature]  
Bidder's Signature

1/12/2017

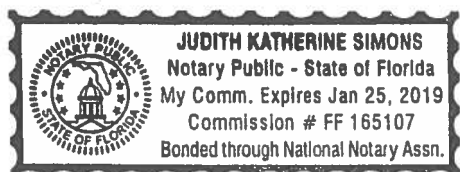
Date

John Cary, President of Dion Fuels LLC

STATE OF: Florida

COUNTY OF: Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority, John Cary who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 12th day of January 2017.



[Signature]  
NOTARY PUBLIC  
Judith K. Simons  
My Commission Expires: 1/25/19

BID-99-0-2017/II

Packet Pg. 718

Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)

**Dion Fuels LLC**  
**P.O. Box 1209**  
**Key West, FL 33041-1209**  
**305-296-2000**

**RE: Monroe County, Florida**  
**Unleaded Gasoline and Diesel Supplier Bid Monroe County, Florida**  
**Due on or before 1/18/2017 BID-99-0-2017/II**

**10. Content of Submission**

**B. The following information**

**(1&2). A list of the person's shareholders with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; a list of the officers and directors of the person:**

**John Cary, President, 1615 Atlantic Blvd., Key West, Florida, 33040**  
**Steven M. Uphoff, Vice President, 15642 Chesdin Landing Terrace, Chesterfield, VA., 23838**  
**Linda M. Uphoff, Secretary/Treasurer, 15642 Chesdin Landing Terrace, Chesterfield, VA., 23838**

- 3. The number of years the person has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the bid specifications; 1 year**
- 4. The number of years the person has operated under its present name and any prior names; 1 year**
- 5. Answers to the following questions regarding claims and suits:**
  - a. Has the person ever failed to complete work or provide the goods for which it has contracted? No.**
  - b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, or its officers or general partners? No**
  - c. Has the person, within the last five (5) years, been a party to any lawsuit or arbitration with regard to a contract for services, goods or construction services similar to those requested in the specifications? No**
  - d. Has the person ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? No.**
  - e. Whether, within the last five (5) years, an officer, general partner, controlling shareholder or major creditor of the person was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish similar to those sought in the request for bids; No**

**Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)**



**RE: Monroe County, Florida**  
**Unleaded Gasoline and Diesel Supplier Bid Monroe County, Florida**  
**Due on or before 1/18/2017 BID-99-0-2017/II**

**Content of Submission (continued)**

**f. Customer references:**

**Florida Keys Aqueduct Authority, 1100 Kennedy Drive,  
Key West, Florida, 33040; phone: 1-305-296-2454**

**Monroe County School Board, 242 Trumbo Street, Key  
West, Florida, 33040; phone: 1-305-293-1400**

**Florida Keys Mosquito Control, 5224 College Road,  
Key West, Florida, 33040; phone: 1-305-292-7190**

**g. Credit references:**

**Citgo Petroleum, P.O. Box 75065, Charlotte, NC, 28275  
Phone: 1-800-554-4075**

**Exxon/Mobil, P.O. Box 101537, Atlanta, GA 30392  
Phone: 1-877-566-3478**

- h. The county reserves the right to request additional information related to the financial qualifications, technical competence, the ability to satisfactorily perform within the contract time constraints, or other information the department deems necessary to enable the department and board of county commissioners to determine if the person bidding is responsible. Available upon request.**

  
**John Cary/President 1/12/2017**

**Attachment: Dion Contract - fully executed 3.15.17 (Approval to renew existing contract with Dion Fuels)**



# CERTIFICATE OF LIABILITY INSURANCE

DIONENT

OP ID: KL1

DATE (MM/DD/YYYY)  
02/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br>Morris & Reynolds Inc.<br>14821 South Dixie Highway<br>Miami, FL 33176<br>Robert D. Reynolds                            |  | <b>CONTACT NAME:</b> Robert D. Reynolds<br><b>PHONE (A/C No, Ext):</b> 305-238-1000<br><b>FAX (A/C No):</b> 305-255-9643<br><b>E-MAIL ADDRESS:</b> |  |
| <b>INSURED</b><br>Dion Enterprises LLC<br>Dion Fuels LLC<br>Dion Transport LLC<br>Mr. Steven Uphoff<br>P.O. Box 1209<br>Key West, FL 33041 |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
|  |  | <b>INSURER A:</b> United States Fire Insurance   |  |
|  |  | <b>INSURER B:</b> Bridgefield Casualty Ins. Co.  |  |
|  |  | <b>INSURER C:</b> Endurance Assurance Corp.  |  |
|  |  | <b>INSURER D:</b>  |  |
|  |  | <b>INSURER E:</b>  |  |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSUR LTR | TYPE OF INSURANCE  | ADDL SUBR (INSR) W/O | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|-----------|--|----------------------|----------------|-------------------------|-------------------------|--|
| A         | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                      | 5068877778     | 02/08/2017              | 02/08/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (EXCLUSIONS) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/PROP AGG \$ 2,000,000<br>Emp Ben. \$ 1,000,000 |
| A         | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALLOWED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   |                      | 5068877778     | 02/08/2017              | 02/08/2018              | COMBINED SINGLE LIMIT (Excl. auto) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A         | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0  |                      | 5238055521     | 02/08/2017              | 02/08/2018              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$<br><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER   |
| B         | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N N/A              | 018642371      | 02/08/2017              | 02/08/2018              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| C         | Excess Liability   |                      | EXC30000056101 | 02/08/2017              | 02/08/2018              | XS Liab 10,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Petroleum Distributor - State of Florida MCS 90  
 \*Monroe County Board of County Commissioners, its employees and officials  
 Additional Insured with regards to General/Auto Liability  
 with respects to operations of client only. Waiver of Subrogation  
 Included on Workers Compensation. RE: BID#-99-0-2017/II

APPROVED BY RISK MANAGEMENT  
 BY *[Signature]*  
 DATE 2-8-17  
 WAIVER N/A YES  
 Org: Clerk  
 CC: file  
 Tania-fleet

## CERTIFICATE HOLDER

## CANCELLATION

|   |   |
|---|---|
| <b>MONROEB</b><br><br>*Monroe County Board<br>of County Commissioners<br>1100 Simonton Street<br>Key West, FL 33040 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>[Signature]</i> |
|---|---|

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# FIRST RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of February, 2018 between the **MONROE COUNTY** and **DION FUELS LLC.**, in order to renew the agreement between the parties dated March 15<sup>th</sup>, 2017.

1. In accordance with Item 2 – TERM OF CONTRACT (B) of the 2017 agreement, the County hereby exercises its option to renew the Agreement for the 1st additional one-year term beginning March 15th, 2018.
2. In all other respects, the agreement between the parties dated March 15th, 2017 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(SEAL)

ATTEST: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By



Deputy Clerk

By

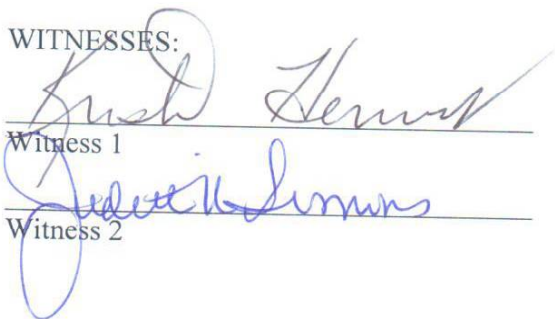


Mayor / Chairman

WITNESSES:

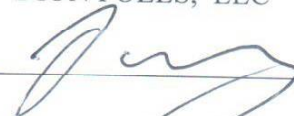
Witness 1

Witness 2



DION FUELS, LLC

By



Print Name

John Cary

Title

President

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

CHRISTINE LIMBERT-BARROWS  
ASSISTANT COUNTY ATTORNEY

DATE: 1/23/18



# CERTIFICATE OF LIABILITY INSURANCE

DIONENT-03

JGAMBILL

DATE (MM/DD/YYYY)

02/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |                                      |
|---|--|--------------------------------------|
| <b>PRODUCER</b><br>Morris & Reynolds Inc.<br>14821 South Dixie Highway<br>Miami, FL 33176   | <b>CONTACT NAME:</b>                                     |                                      |
|   | <b>PHONE (A/C, No, Ext):</b> (305) 238-1000              | <b>FAX (A/C, No):</b> (305) 255-9643 |
| <b>INSURED</b><br><br>Dion Enterprises LLC Dion Fuels LLC Dion Transport LLC<br>Mr. Steven Uphoff<br>Post Office Box 1209<br>Key West, FL 33041 | <b>E-MAIL ADDRESS:</b>                                   |                                      |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>                     |                                      |
|   | <b>INSURER A:</b> Plaza Insurance Company                | <b>NAIC #</b> 30945                  |
|   | <b>INSURER B:</b> Lloyd's of London                      |                                      |
|   | <b>INSURER C:</b> Bridgefield Casualty Insurance Company | 10335                                |
|   | <b>INSURER D:</b> Endurance American Specialty           | 41718                                |
| <b>INSURER E:</b>   |  |                                      |
| <b>INSURER F:</b>   |  |                                      |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | PFHRU010525-00         | 02/08/2018              | 02/08/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | PFHRU010525-00         | 02/08/2018              | 02/08/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| B        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | 18RENMA170005510176000 | 02/08/2018              | 02/08/2019              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000   |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      | 19642371               | 02/08/2018              | 02/08/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                |
| D        | <b>2nd Layr Excess Liab</b>   |           |          | EXC30000056102         | 02/08/2018              | 02/08/2019              | Occurrence/Aggregate 10,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Petroleum Distributor - State of Florida MCS 90 \*Monroe County Board of County Commissioners, its employees and officials included as Additional Insured with regards to General/Auto Liability with respects to operations of client only. Waiver of Subrogation included on Workers Compensation.  
RE:BID#-99-0-2017/II

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| <b>*Monroe County Board of County Commissioners</b><br>1100 Simonton Street<br>Key West, FL 33040 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>  |





# CERTIFICATE OF LIABILITY INSURANCE

DIONENT-03

JGAMBILL

DATE (MM/DD/YYYY)

02/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |                                      |
|---|--|--------------------------------------|
| <b>PRODUCER</b><br>Morris & Reynolds Inc.<br>14821 South Dixie Highway<br>Miami, FL 33176   | <b>CONTACT NAME:</b>                                     |                                      |
|   | <b>PHONE (A/C, No, Ext):</b> (305) 238-1000              | <b>FAX (A/C, No):</b> (305) 255-9643 |
| <b>INSURED</b><br><br>Dion Enterprises LLC Dion Fuels LLC Dion Transport LLC<br>Mr. Steven Uphoff<br>Post Office Box 1209<br>Key West, FL 33041 | <b>E-MAIL ADDRESS:</b>                                   |                                      |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>                     |                                      |
|   | <b>INSURER A:</b> Plaza Insurance Company                | <b>NAIC #</b><br>30945               |
|   | <b>INSURER B:</b> Lloyd's of London                      |                                      |
|   | <b>INSURER C:</b> Bridgefield Casualty Insurance Company | 10335                                |
|   | <b>INSURER D:</b> Endurance American Specialty           | 41718                                |
| <b>INSURER E:</b>   |  |                                      |
| <b>INSURER F:</b>   |  |                                      |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | PFHRU010525-00         | 02/08/2018              | 02/08/2019              | EACH OCCURRENCE \$ 1,000,000   |
|          |   |           |          |                        |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                           |
|          |   |           |          |                        |                         |                         | MED EXP (Any one person) \$  |
|          |   |           |          |                        |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000   |
|          |   |           |          |                        |                         |                         | GENERAL AGGREGATE \$ 2,000,000   |
|          |   |           |          |                        |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000  |
|          |   |           |          |                        |                         |                         | \$   |
| A        | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | PFHRU010525-00         | 02/08/2018              | 02/08/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                               |
|          |   |           |          |                        |                         |                         | BODILY INJURY (Per person) \$  |
|          |   |           |          |                        |                         |                         | BODILY INJURY (Per accident) \$  |
|          |   |           |          |                        |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
|          |   |           |          |                        |                         |                         | \$   |
| B        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | 18RENMA170005510176000 | 02/08/2018              | 02/08/2019              | EACH OCCURRENCE \$ 5,000,000   |
|          |   |           |          |                        |                         |                         | AGGREGATE \$ 5,000,000   |
|          |   |           |          |                        |                         |                         | \$   |
|          |   |           |          |                        |                         |                         | \$   |
| C        | <input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          | 19642371               | 02/08/2018              | 02/08/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
|          |   |           |          |                        |                         |                         | E.L. EACH ACCIDENT \$ 500,000  |
|          |   |           |          |                        |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 500,000  |
|          |   |           |          |                        |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| D        | 2nd Layer Excess Liab   |           |          | EXC30000056102         | 02/08/2018              | 02/08/2019              | Occurrence/Aggregate 10,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Petroleum Distributor - State of Florida MCS 90 \*Monroe County - District School Board its employees and officials Included as Additional Insured with regards to General/Auto Liability with respects to operations of client only. Waiver of Subrogation included on Workers Compensation. RE: BID#-99-0-2017/II

**CERTIFICATE HOLDER****CANCELLATION**

Monroe County - District School Board  
Post Office Box 1788  
Key West, FL 33041-1788

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE