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RESOLUTION NO. R-2024-130

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF UNLEADED AND DIESEL FUEL AT LOCAL RETAIL ESTABLISHMENTS, AT NEGOTIATED RATES, USING FUEL PURCHASING CARDS OFFERED BY WEX BANK (WEX), PIGGYBACKING THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA ALTERNATE CONTRACT SOURCE CONTRACT NO. 78181701-21-NASPO-ACS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the purchase of unleaded and diesel fuel at local retail establishments, at negotiated rates, using fuel purchasing cards offered by Wex Bank (Wex) piggybacking the terms and conditions of the State of Florida Alternate Contract Source Contract No. 78181701-21-NASPO-ACS.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the purchase the purchase of unleaded and diesel fuel at local retail establishments, at negotiated rates, using fuel purchasing cards offered by Wex Bank (Wex) piggybacking the terms and conditions of the State of Florida Alternate Contract Source Contract No. 78181701-21-NASPO-ACS.

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 7th day of August 2024.

CITY OF OAKLAND PARK, FLORIDA



MAYOR MITCH ROSENWALD

T. LONERGAN	<u>YES</u>
S. ARNST	<u>YES</u>
L. NEWBOLD	<u>YES</u>
A. GORDON	<u>YES</u>
M. ROSENWALD	<u>YES</u>

ATTEST:



RENEE M. SHROUT, CMC
CITY CLERK

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK AND THE STATE OF FLORIDA (the "STATE")**

CREDIT INFORMATION

Purchasing Entity has requested a credit account pursuant to the State of Florida Alternate Contract Source (ACS) No. 78181701-21-NASPO-ACS for Fuel Card Services under the NASPO Master Agreement No. 00819 ("Agreement") entered into between WEX Bank ("WEX") and the State of Florida, Department of Management Services (the "State") and thereby creating the program ("Program") by which to enroll participants ("Purchasing Entity"). By enrolling in this Program, the Purchasing Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Purchasing Entity Name City of Oakland Park	Phone # 954- 630-4416	Fax#
Physical Address (Do not include PO Box) 5100 NE 12 Terrace, Oakland Park 33334		
Mailing Address (if different from physical address)		
Florida Member ID Number (if applicable)	Purchasing Entity's Taxpayer ID # (TIN, FEIN or SSN) 59-6000391	
Non-Profit Only: SIC/Industry Code (e.g. 8399 Social Services; 6732 Education, Religious, Charitable Trusts; Other)	If Purchasing Entity is a Non-Profit Provide Gross Annual Revenue	
In Business Since (yyyy) 1929	Year of Incorporation (yyyy) 1929	Number of Vehicles 150
Avg Monthly Fuel Expenditures \$ 40,000		Avg Monthly Service Expenditures \$ 0

ACCOUNT SETUP INFORMATION

Write Purchasing Entity name as it should appear on cards. Limit of 20 characters & spaces. Unless specified, no Purchasing Entity name will appear on cards.

C I T Y O F O A K L A N D P A R K

Billing Contact Name Sherika Menzie	pwaccountspayable@oaklandparkfl.gov		
Billing Address 5100 NE 12 Terrace, Oakland Park, FL 33334			
Designate the Purchasing Entity Fleet Contact authorized to receive all charge cards, reports, and other such information WEX provides from time to time and to take actions with respect to your account and account access. This is also the person designated by the Purchasing Entity to provide all fleet vehicles, driver and other information WEX may request.			
Purchasing Entity Authorized Fleet Contact Name Mark Grinshpun	Title Fleet Manager	Phone # 954-630-4453	Fax #
Email address (required to take advantage of product type card controls) mark.grinshpun@oaklandparkfl.gov or julie.leonard@oaklandparkfl.gov			
Card Controls: To help WEX estimate the Purchasing Entity's credit needs, indicate the types of cards they anticipate using.			
If the Purchasing Entity provides a valid email address above, they can select from these product type options:			
<input type="checkbox"/> All Products <input checked="" type="checkbox"/> Fuel & Service <input type="checkbox"/> Fuel & Fluids with Roadside Assistance <input type="checkbox"/> Fuel with Roadside Assistance <input type="checkbox"/> Mix of card types			
<input checked="" type="checkbox"/> Check here if business is exempt from motor fuels tax			

TERMS

DEFINITIONS:
 "Agreement" means: the **State of Florida Alternate Contract Source (ACS) No. 78181701-21-NASPO-ACS for Fuel Card Services under the NASPO Master Agreement No. 00819 effective April 6, 2021** (the "Agreement") between the **State of Florida and WEX Bank**.
 "Purchasing Entity" shall mean the Purchasing Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above.
 All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

AGREEMENTS OF WEX BANK AND PURCHASING ENTITY:

- This Addendum is to allow the Purchasing Entity to participate under the Agreement between WEX BANK and the State. It does not modify, amend or change the Agreement in any way. The parties agree to comply with the terms and conditions of **State of Florida Alternate Contract Source (ACS) No. 78181701-21-NASPO-ACS for Fuel Card Services under the NASPO Master Agreement No. 00819**, which is referenced and made a part of this transaction.
- Purchasing Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
- Purchasing Entity hereby requests the services of WEX BANK described in the Agreement and agrees to perform all duties of a Purchasing Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Purchasing Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Purchasing Entity's account.
- Purchasing Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Purchasing Entity and this Addendum is the valid and binding obligation of the Purchasing Entity, enforceable in accordance with its terms.

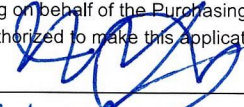
INFORMATION SHARING DISCLOSURE: Information regarding Purchasing Entity's transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to them.

COMPLIANCE WITH FEDERAL LAW: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Purchasing Entity has been duly authorized by all necessary action of Purchasing Entity's governing body, and that the undersigned is authorized to make this application on behalf of the Purchasing Entity.

Signature:  for: Printed Name: DAVID HERBERT

Title: City Manager Date: 8/7/24

Complete and sign addendum. Email to: governmentmailbox@wexinc.com OR Fax to 1-866-527-8873.

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code	Account Number
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