

FUEL DEPOT AGREEMENT

This AGREEMENT entered into this 2nd day of Oct, 2023 between the City of Marquette, a Municipal Corporation, of 300 West Baraga Avenue, Marquette, Michigan 49855, "CITY", and Downtown Development Authority, 337 W. Washington St., Marquette, Michigan 49855, "DDA".

WITNESSETH:

WHEREAS, the CITY is operating a fuel depot as part of the Municipal Service Center, 1100 Wright Street, Marquette, Michigan, access provided off of Sugarloaf Avenue and;

WHEREAS, the CITY is willing to contract with additional government users to assist in the operation and maintenance costs associated with the fuel depot, and;

WHEREAS, DDA desires to be a user of the fuel depot;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. The CITY will provide access to the Municipal Service Center Fuel Depot, 1100 Wright Street, Marquette, Michigan, on a 24 hour basis. Users are encouraged to avoid refueling between the hours of 6:00 a.m. – 7:30 a.m. and 1:30 p.m. – 3:00 p.m., as this is peak refueling hours for large fleet equipment.
2. DDA may purchase fuel from the depot at a price equal to the CITY'S cost plus a surcharge cost of 22 cents per gallon.
 - a. The CITY will be responsible for the operation and routine maintenance of the Fuel Depot, including, but not limited to: ordering and monitoring fuel and fuel additives, tank registration and inspections, cleaning, lighting, sweeping, routine maintenance and repair, and snow removal. All users will pay 6 cents per gallon for these operating costs which are included in the surcharge.
 - b. The CITY will maintain a separate Replacement/Reserve Fund with 15 cents per gallon (included in the surcharge) for all fuel dispensed from the fuel depot to be placed in the fund. The Replacement/Reserve Fund will be used for capital improvements/replacements for the depot costing in excess of \$1,000.00. All users will pay 15 cents per gallon for these costs which are included in the surcharge.
 - c. DDA will be charged 1 cent per gallon to help defray the debt service on the fuel depot and is included in this surcharge. All users will pay 1 cent per gallon for these costs which are included in the surcharge.

3. The CITY will invoice DDA for fuel consumed on a monthly basis with payment to be made within 45 days of date of invoice.
4. The Fuel Depot is equipped with a Fuel Force key guard system designed to provide the optimum in security and accessibility. The cost of the individual keys required to activate the system will be approximately \$20.00 each, said cost to be borne by DDA. The Fuel Force key guard system will generate a monthly report providing the users with information including vehicle number, operator identification, mileage on vehicle at time of fueling, miles per gallon, and cost per mile. The City will supply this report to DDA with the monthly invoice.
5. Indemnification: DDA agrees to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys fees and cost of defense) to the extent caused by DDA's negligent acts, errors, or omissions in the performance of the activities authorized by this Fuel Depot Agreement and those of any parties for whom DDA is legally liable.
6. Insurance: DDA shall provide City with certificates of insurance showing insurance coverage as noted below.
 - a. Workers Compensation coverage according to any applicable statute, including employers liability coverage with \$500,000 limit per accident.
 - b. Comprehensive General Liability including contractual coverage with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate bodily injury and \$1,000,000 aggregate property damage or \$1,000,000 Combined Single Limit.
 - c. Comprehensive Automobile Liability coverage, including owned, hired and non-owned vehicles with limits of \$1,000,000 per person, \$1,000,000 per accident bodily injury and \$1,000,000 property damage or \$1,000,000 Combined Single Limit.

Insurance policies b. and c. shall also state that the coverage afforded will not be cancelled, limited, or allowed to expire until after 30 days written notice has been given to the City. DDA shall maintain this coverage at all times during the performance of this agreement.

City will be named an additional insurance on DDA's insurance policies for general liability and automobile liability in the amounts listed in b. and c. above, and DDA's policies will be on an "occurrence" and not on a "claims made" basis. DDA Will file with City on or before the commencement of refueling and at least ten (10) days before the expiration date of expiring policies, such copies of either current policies and certificates or other proofs, as may reasonably be required to establish DDA's insurance coverage in effect from time to time.

7. Compliance: DDA agrees to comply with all laws, ordinances and rules of the City of Marquette, the State of Michigan, and the United States, applicable to

the use of said described facilities and to pay all taxes imposed by the law in connection with its use and occupancy thereof.


8. Term of Agreement: The initial term of this agreement shall be for one year commencing on July 1, 2023 and expiring on June 30, 2028.
9. City's Right to Terminate Agreement: Either part may terminate this agreement at any time during this term upon providing 30 days written notice to the other. Additionally, should DDA neglect or fail to perform any provision of the Agreement, the City, may immediately, upon written notice to DDA, terminate this Agreement.
10. Integration: This agreement represents the entire understanding between the parties hereto and may not be amended, except in the subsequent writing that is signed by both parties hereto.

In witness whereof, the parties have executed this agreement as of the date above written.


Tara Laase-McKinney
Executive Director

9/14/2023
Date



Witness

CITY OF MARQUETTE

Cody O. Mayer, Mayor


Witness


Kyle Whitney, City Clerk

APPROVED AS TO FORM:


Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:


Karen M. Kovacs
City Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2023

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).

PRODUCER Vast 300 South Front Street Marquette MI 49855	CONTACT NAME: Sarah Niemela PHONE (A/C, No, Ext): (906) 228-7500 E-MAIL ADDRESS: sarahn@vastsolution.com	FAX (A/C, No): (906) 228-5385
	INSURER(S) AFFORDING COVERAGE	
INSURED Marquette Downtown Development Authority 337 W WASHINGTON ST Marquette MI 49855	INSURER A: Accident Fund General Insurance Company	NAIC # 12304
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

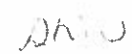
COVERAGES **CERTIFICATE NUMBER:** CL2391222545 **REVISION NUMBER:**

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/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		NSD	WVD					
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCP 100070131	11/05/2022	11/05/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

All coverages are subject to insurance policy terms and conditions.

CERTIFICATE HOLDER City of Marquette 300 W. Baraga Ave. Marquette MI 49855	CANCELLATION 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 
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MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Additional Interests Endorsement Schedule for the Marquette Downtown Development Authority
Endorsement Effective as of 8/10/2023

Marquette Downtown Development Authority
337 W. Washington St.,
Marquette, MI 49855

Policy #: MML166320110
Effective From: 1/19/2023 to 1/19/2024

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

Status	Additional Interest's Name
Add	City Of Marquette

Coverage
General Liability

This is a Non-Premium-Bearing Endorsement.

All other Terms and Conditions remain the same.



michigan municipal league

Liability & Property Pool

LIABILITY ADDITIONAL INTEREST ENDORSEMENT

Contract Number: MML166320110 **Effective Date:** 8/10/2023

12:01 A.M. Standard Time

Pool Member: Marquette Downtown Development Authority

This endorsement modifies coverage provided under the following:

Section I - Municipal Liability Coverage - MML200

Coverage as provided under the above is extended to the following person or organization solely as respects the interest shown. The inclusion of such additional interest shall not operate to increase the limit of the Pool's liability.

Name & Address	Interest
City Of Marquette 300 W. Baraga Ave. Marquette, Mi 49855	Additional Insured solely with respect to: Fuel Depot Agreement, dated 7/1/2023 for the purposes of using Fuel Depot at 1100 Wright St., Marquette, MI on a 24 hour basis.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

Marquette Downtown Development Authority

337 W. Washington St.,
Marquette, MI 49855

Coverage Afforded

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider

Meadowbrook, Inc.
P O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML166320110	1/19/2024	\$2,000,000
<u>Automobile Liability</u>	MML166320110	1/19/2024	\$2,000,000
<u>Other</u>			Bodily Injury and Property Damage Combined Single Limit

Description of Operations / Locations/ Vehicles:

Certificate Holder Additional Insured solely with respect to: Fuel Depot Agreement, dated 7/1/2023 for the purposes of using Fuel Depot at 1100 Wright St., Marquette, MI on a 24 hour basis.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

City of Marquette
300 W. Baraga Ave.
Marquette, MI 49855

Date Issued: 9/13/2023

By: *[Signature]*
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2023

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PRODUCER		CONTACT NAME: Sarah Niemela	
Vast		PHONE (A/C, No, Ext): (906) 228-7500	FAX (A/C, No): (906) 228-5385
300 South Front Street		E-MAIL ADDRESS: sarahn@vastsolution.com	
Marquette MI 49855		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Accident Fund General Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED		NAIC #	
Marquette Downtown Development Authority		12304	
337 W WASHINGTON ST			
Marquette MI 49855			

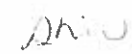
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