

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Interlocal Agreement” or “Agreement”), by and between the **HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE**, a public body and politic of the State of Florida created pursuant to section 421.04, Florida Statutes (“HACFL”), and **CITY OF FORT LAUDERDALE**, a Florida municipality (“City”), is entered into on this _____ day of _____, 2026, (the “Effective Date”). HACFL and City shall individually be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, HACFL is a public body and politic of the State of Florida created pursuant to section 421.04, Florida Statutes that creates, provides, and increases affordable housing opportunities to Broward County residents; and

WHEREAS, the City is a Florida municipality in Broward County, Florida, which owns and operates a gas pumping station which services the City of Fort Lauderdale, Florida; and

WHEREAS, the Parties wish to collaborate and establish an Interlocal Agreement which represents the understanding of both Parties; and

WHEREAS, this Interlocal Agreement establishes the understanding, duties, and responsibilities of the Parties as they pertain to the use of the City of Fort Lauderdale’s gas pumping stations; and

WHEREAS, Subsection 163.01, Florida Statutes (2025), the Florida Interlocal Cooperation Act of 1969, permits public agencies to enter into interlocal agreements and exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HACFL and the City agree as follows:

1. **Recitals:** The Parties hereto acknowledge and agree that the above recitals are true and correct and are hereby incorporated by this reference.
2. **Term and Renewal:** The term of this Interlocal Agreement shall commence on the Effective Date and continue in full force and effect for thirty-six (36) months (“Term”), unless otherwise terminated earlier as provided herein. This Agreement will automatically renew annually on the Effective Date of this agreement with the same terms and conditions, unless either Party chooses not to renew, notice of which must be provided in writing thirty (30) days prior to the renewal date. However, said terms and conditions may be modified if mutually agreed to in writing by the Parties.
3. **Termination:** Either Party may terminate this Interlocal Agreement without cause at any time with thirty (30) calendar days’ advance written notice sent to the other Party. Upon a finding of cause, this Agreement may also be terminated by either Party upon twenty-four (24) hours’ notice.
4. **Payment:** City shall charge HACFL for gasoline obtained from the City in an amount equivalent to that charged to the City’s departments. City shall submit invoices to HACFL on a monthly basis which shall be paid by HACFL in accordance with the Prompt Payment Act.
5. **HACFL’s Responsibilities:** HACFL shall adhere to the guidelines set forth in **Exhibit A**.

6. **City's Duties and Responsibilities:** City shall be responsible for providing gasoline to HACFL. In the event that gasoline is unobtainable, the City shall work to ensure that services are made available as soon as practicable.

7. **Liability, Indemnification and Insurance:**

7.1 Each party agrees to be responsible for its own acts of negligence, or its respective employees' acts of negligence when acting within the scope of their employment and while in the performance of any duties or obligations under this Agreement. This section shall survive the expiration or early termination of this Agreement.

7.2 **City's Indemnification Obligations.** Subject to the sovereign immunity waiver limits set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised, City agrees to indemnify and hold HACFL harmless from and against damages in tort for money damages against the City for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the City while acting within the scope of the employee's office or employment under circumstances in which the City, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida. Nothing herein shall be construed as a waiver of the City's sovereign immunity as a matter of statutory and common law. City's indemnification obligation shall survive termination or expiration of this Agreement.

7.3 **HACFL's Indemnification Obligations.** Subject to the sovereign immunity waiver limits set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised, HACFL agrees to indemnify and hold the City harmless from and against damages in tort for money damages against HACFL for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of HACFL while acting within the scope of the employee's office or employment under circumstances in which HACFL, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida. Nothing herein shall be construed as a waiver of HACFL's entitlement to sovereign immunity as a matter of statutory and common law. HACFL's indemnification obligation shall survive termination or expiration of this Agreement.

7.4 **Insurance.** HACFL, if self-insured, shall provide the City with a letter stating such. If at any time HACFL no longer maintains self-insurance, HACFL shall maintain general liability and auto liability coverage equal to the State's sovereign immunity limits and workers' compensation at the statutory limit.

8. **Sovereign Immunity:** The parties hereto acknowledge that HACFL and City are political subdivisions or agencies of the State of Florida and enjoy sovereign immunity. Nothing in this Agreement shall be construed to require either party to indemnify the other party or insure the other party for such other party's negligence or to assume any liability for such other party's negligence. Further, any provision in this Agreement that requires that either party indemnify, hold harmless, or defend the other party from liability for any other reason shall not alter such party's partial waiver of sovereign immunity or extend such party's liability beyond the limits established in Section 768.28, Florida Statutes (2025), as may be amended or revised.

9. **Scrutinized Companies or Other Entities:** HACFL certifies that it is not participating in a boycott of Israel. The City may terminate this Agreement at the City's option if HACFL is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel. If HACFL is found to have submitted a false certification as provided under

subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, HACFL may be subject to such penalties as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

10. **Compliance with Laws and Standards:** All Parties shall perform their respective duties and obligations under this Interlocal Agreement in accordance with any and all regulations and accreditation standards applicable to the respective Party and the Parties shall comply with all federal, state, and local laws, ordinances, rules and regulations applicable to the Parties under this Interlocal Agreement including, but not limited to, the American with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, Section 504 of the Rehabilitation Act of 1973, and any related rules and regulations. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity or expression in connection with their respective duties and obligations under this Interlocal Agreement.
11. **Governing Law & Venue:** This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Florida, without regard to conflicts of law principles. Both Parties understand and agree that Broward County, Florida, shall be the sole and exclusive venue for any dispute, litigation, special proceeding or other proceedings as between the Parties that may, directly or indirectly, be brought or arise out of or in connection with or by reason of this Interlocal Agreement. The Parties hereby agree to waive any jurisdictional, venue or inconvenient forum objections to the state and federal courts with jurisdiction in Broward County, Florida.
12. **Notice:** Whenever any notice, demand or consent is required or permitted under this Interlocal Agreement, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested, hand delivery, reputable overnight carrier (e.g. Fed Ex, UPS), or via email to the Parties' last known address.

FOR HACFL:

Michael Tadros
Housing Authority of the City of Fort Lauderdale
437 SW 4th Ave, Suite 101
Fort Lauderdale, FL 33315
mtadros@hacfl.com

FOR CITY:

Drew Newstrom
City of Fort Lauderdale
220 SW 14th Ave., Bldg. 8
Fort Lauderdale, Florida 33301
dnewstrom@fortlauderdale.gov

WITH A COPY:

City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301
smccartney@fortlauderdale.gov

13. **Entire Agreement; Amendment:** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understandings, and representations, if any, made by and between the parties. This Agreement may be modified or amended only by written agreement signed by HACFL and the City.

14. **Joint Preparation/Severability:** This Interlocal Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. If any provision of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Interlocal Agreement shall be valid and enforceable as though the invalid or unenforceable part(s) had not been included herein.
15. **Third Party Beneficiaries:** Neither HACFL nor City intend that any person shall have a cause of action against either of them as a third-party beneficiary under this Interlocal Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement.

This Interlocal Agreement shall only take effect upon the recordation of this Interlocal Agreement in the public records of Broward County, Florida.

IN WITNESS WHEREOF, the Parties execute this Interlocal Agreement as follows:

CITY OF FORT LAUDERDALE, a Florida municipality.

ATTEST:

By: _____
Dean J. Trantalis, Mayor

David R. Soloman, City Clerk

By: _____
Rickelle Williams, City Manager

Approved as to form and correctness:

Assistant City Attorney
Gabrielle Bush

WITNESSES:

**HOUSING AUTHORITY OF THE CITY OF
FORT LAUDERDALE**

Signature

By: _____

Print Name: Michael Tadros
Title: Interim Executive Director

Print Name

Signature

Print Name

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by Michael Tadros as Interim Executive Director for HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, a public body and politic of the State of Florida created pursuant to section 421.04, Florida Statutes.

[SEAL]

(Signature of Notary Public – State of _____)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A

CITY OF FORT LAUDERDALE FUELING GUIDELINES

Authorization to Fuel – This section provides the overall structure for obtaining authorization to fuel. Fleet Services shall ensure appropriate approvals are obtained and maintain an audit trail.

- a. HACFL employees must complete a Fuel Access Request Form and obtain their supervisor's signature in order to be approved to fuel HACFL vehicles. Such form shall be submitted to Fleet Services. Upon receipt, Fleet Services will active a fuel account for the employee and make arrangements for fobs to be provided to HACFL.
- b. Employees are strictly prohibited from fueling vehicles that are not assigned to them.
- c. Lost fobs must be immediately reported to Fleet Services. The cost of replacement may be borne by HACFL.
- d. HACFL shall notify Fleet Services to remove any employee from the fuel management system who no longer works for HACFL, who no longer drives an HACFL vehicle (including vehicles rented by HACFL), or who no longer qualifies for access to fuel. Employees who no longer need access to the fuel must return their fobs to their supervisor. Unused/unassigned fobs should be returned to the City as soon as possible.

Guidelines for Dispensing Fuel

- a. Employees will dispense only the type of fuel approved for their vehicle and the allowable amount of fuel based on the vehicle's fuel capacity. HACFL shall be responsible for repairs needed as a result of damage caused to the vehicle by dispensing the wrong type of fuel.
- b. Unattended fueling is strictly prohibited. The vehicle operator is to stay with the vehicle while fuel is being dispensed to prevent fuel spills and/or driving away with the fuel nozzle connected to the vehicle. Repairs of damage caused to the fuel infrastructure by not following these guidelines will be charged to HACFL.
- c. Employees are not allowed to modify or manipulate the nozzle while fueling.
- d. A fueling session is limited to a single vehicle. A fueling session is initiated when the nozzle begins to add fuel to the authorized vehicle and ends when the desired volume is dispensed. Fuel shall not continue to be dispensed to a different vehicle or approved storage dispenser during a fueling session.
- e. Costs associated with the clean-up of fuel spills or repair of other damage to the fuel island caused by an employee not following these guidelines will be charged to HACFL.