

K-2014-110
5/17/14

**AGREEMENT
FOR
FUEL SERVICES
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
CITY OF HALLANDALE BEACH, FLORIDA**

THIS IS AN AGREEMENT made and entered into on May 7, 2014, between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida ("HOLLYWOOD") and the CITY OF HALLANDALE BEACH, FLORIDA, a municipal corporation of the State of Florida ("HALLANDALE BEACH").

WHEREAS, HALLANDALE BEACH currently has six (6) garbage trucks that require CNG type fuel; and

WHEREAS, HOLLYWOOD has a CNG Station Facility at the City's Public Works Department located at 1600 S. Park Road; and

WHEREAS, HALLANDALE BEACH has requested that HOLLYWOOD provide it with access to HOLLYWOOD's CNG Station Facility for CNG fuel services; and

WHEREAS, HOLLYWOOD is willing to provide access to its CNG Station Facility for utilization by HALLANDALE BEACH's six (6) garbage trucks; and

NOW, THEREFORE, in consideration of the mutual promises and terms and conditions set forth below, the parties agree as follows:

**ARTICLE 1
RECITALS**

The above recitals are true and correct and incorporated into this Agreement by this reference.

**ARTICLE 2
TERM OF AGREEMENT**

This Agreement shall be for an eighteen month term, commencing upon execution of the Agreement by the parties. This Agreement may be renewed for two (2) additional eighteen (18) month terms upon sixty (60) days prior written notice from HALLANDALE BEACH requesting this Agreement be renewed and contingent upon approval by HOLLYWOOD'S City Manager.

ARTICLE 3

SCOPE OF SERVICES

3.1 HOLLYWOOD shall provide HALLANDALE BEACH with access to its CNG Station Facility, located at 1600 South Park Road, for the purpose of HALLANDALE BEACH fueling its six (6) garbage trucks with CNG fuel. It is hereby acknowledged that HALLANDALE BEACH may be expanding its garbage truck fleet in FY 2016 from six (6) to eight (8) and that the two (2) additional trucks will also require CNG fuel. In the event that such expansion occurs during the term of this agreement, HALLANDALE BEACH will notify HOLLYWOOD thirty (30) days prior to such expansion, and upon written approval from HOLLYWOOD'S City Manager or her designee, the additional two (2) garbage trucks will have access to HOLLYWOOD'S CNG Station Facility and shall continue to compensate HOLLYWOOD pursuant to Article 4 of this Agreement.

3.2 The parties agree that the fueling of HOLLYWOOD's vehicles shall be given first priority, however, fueling services to HALLANDALE BEACH's vehicles shall be treated with the same urgency and access shall be within a reasonable time frame. HOLLYWOOD shall provide HALLANDALE BEACH with the hours of operation open to HALLANDALE BEACH at HOLLYWOOD's CNG Station Facility and will notify HALLANDALE BEACH of any closing or change in hours of operations for such facility.

3.3 HOLLYWOOD shall have assigned a set of access numbers and fuel cards for the use of HALLANDALE BEACH in order for HALLANDALE BEACH to receive CNG fuel. The access numbers and fuel cards shall be included in the Trak Fuel Program data system so that when the fuel polling is uploaded to the mainframe, the assigned access numbers and fuel cards will be recognized and included on the report. This will assist HOLLYWOOD in isolating HALLANDALE BEACH's usage for cost reimbursement to HOLLYWOOD.

3.4 HALLANDALE BEACH agrees to replace or repair, at no charge to HOLLYWOOD, any damage to personal or real property resulting from HOLLYWOOD allowing HALLANDALE BEACH to have access and use of HOLLYWOOD's CNG Fuel Facility.

ARTICLE 4

PAYMENT OF SERVICES

4.1 HOLLYWOOD shall submit invoices to HALLANDALE BEACH on a monthly basis for its usage of CNG fuel at HOLLYWOOD's CNG Station Facility at the same consumption rate for CNG fuel that HOLLYWOOD is currently paying, plus a 9% surcharge to cover administrative and operational expenses.

4.2 Upon receipt of such invoices, HALLANDALE BEACH shall remit payment for the aforementioned services within thirty (30) days of the invoice date. All payments shall be sent to City of Hollywood, Department of Financial Services and Information Technology, 2600 Hollywood Boulevard, Hollywood, FL 33020.

4.3 If for any reason payment is not received within forty-five (45) days, HALLANDALE BEACH will be considered to be in default and HOLLYWOOD reserves the right to terminate this Agreement within five (5) days of such default, or, in its sole discretion, to bring an action in an appropriate court of law.

ARTICLE 5 TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon ten (10) days prior written notice from the terminating party in accordance with the Notice requirements set forth in Article 6.

ARTICLE 6 NOTICE

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested and addressed to the party for whom it is intended, at the addresses designated below. The place for giving notice shall remain the same unless changed by either party. For the present, the parties designate the following as the respective places for giving notice:

AS TO HOLLYWOOD:	Director of Public Services 1600 S. Park Road Hollywood, FL 33312
WITH COPIES TO:	City Manager 2600 Hollywood Boulevard, Room 401 Hollywood, FL 33020
	City Attorney 2600 Hollywood Boulevard, Room 407 Hollywood, FL 33020
AS TO HALLANDALE BEACH:	Director of Public Works 630 NW 2 nd Street Hallandale Beach, Florida 33009
WITH COPIES TO:	Renee C. Miller City Manager 400 S. Federal Highway Hallandale Beach, Florida 33009
	V. Lynn Whitfield 400 S. Federal Highway Hallandale Beach, Florida 33009

ARTICLE 7

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its agent's or employees acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing in this Agreement shall be construed to affect in any way HOLLYWOOD's or HALLANDALE'S rights, privileges, and immunities under the doctrine of sovereign immunity and as set forth in Florida Statutes Section 768.28, as amended from time to time. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8

JURISDICTION, VENUE AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Broward County, Florida. No remedy conferred in this Agreement upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy under this Agreement shall preclude any other or further exercise of it.

ARTICLE 9

MISCELLANEOUS

9.1 THIRD PARTY RIGHTS – Neither party intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than HOLLYWOOD and HALLANDALE BEACH.

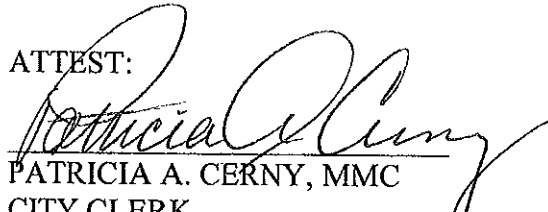
9.2 WAIVER – No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

9.3 ENTIRETY OF THE AGREEMENT – HOLLYWOOD and HALLANDALE BEACH agree that this Interlocal Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated in it. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except through written consent and approval of both the HALLANDALE BEACH Commission or its City Manager and the HOLLYWOOD Commission. Any modifications to this Agreement shall be through written instrument executed by the parties. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, if any, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

9.4 SEVERABILITY – If any term or provision of this Agreement, or the application of it to any person, entity or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

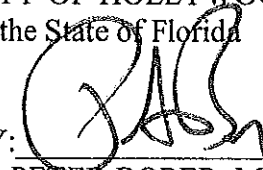
IN WITNESS OF THE FOREGOING, the parties have made and executed this Agreement on the respective dates under each signature: the CITY OF HALLANDALE BEACH, by and through its City Commissioners, signing by and through its City Manager, authorized to execute same on May 21, 2014, and the HOLLYWOOD CITY COMMISSION, signing by and through its Mayor, authorized to execute same on May 7, 2014.

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

CITY OF HOLLYWOOD, a municipal corporation
of the State of Florida

BY:


PETER BOBER, MAYOR

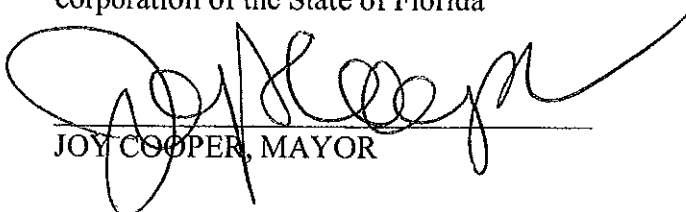
APPROVED AS TO FORM AND
LEGALITY for the use and reliance
of the City of Hollywood, Florida,
only.

 DA
JEFFREY P. SHEFFER
CITY ATTORNEY

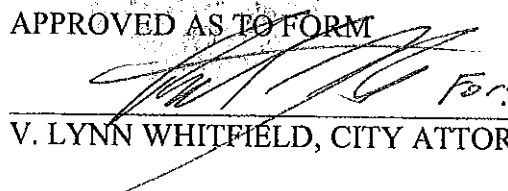
ATTEST


SHEENA JAMES, CITY CLERK

CITY OF HALLANDALE BEACH, a municipal
corporation of the State of Florida


JOY COOPER, MAYOR

APPROVED AS TO FORM

 For:
V. LYNN WHITFIELD, CITY ATTORNEY