

ATTACHMENT 1

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2 **AGREEMENT**
3 **FOR**
4 **FUEL SERVICES**
5 **BETWEEN**
6 **CITY OF HOLLYWOOD, FLORIDA**
7 **AND**
8 **CITY OF HALLANDALE BEACH, FLORIDA**
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11 THIS IS AN AGREEMENT made and entered into on _____, 2012, between the CITY
12 OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida
13 (“HOLLYWOOD”) and the CITY OF HALLANDALE BEACH, FLORIDA, a municipal
14 corporation of the State of Florida (“HALLANDALE BEACH”).
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17 WHEREAS, HALLANDALE BEACH currently has two (2) garbage trucks that require
18 CNG type fuel; and
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20 WHEREAS, HOLLYWOOD has a CNG Station Facility at the City’s Public Works
21 Department located at 1600 S. Park Road; and
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23 WHEREAS, HALLANDALE BEACH has requested that HOLLYWOOD provide it
24 with access to HOLLYWOOD’s CNG Station Facility for CNG fuel services; and
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26 WHEREAS, HOLLYWOOD is willing to provide access to its CNG Station Facility for
27 utilization by HALLANDALE BEACH’s two (2) garbage trucks; and
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29 **NOW, THEREFORE**, in consideration of the mutual promises and terms and conditions
30 set forth below, the parties agree as follows:
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33 **ARTICLE 1**
34 **RECITALS**
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36 The above recitals are true and correct and incorporated into this Agreement by this
37 reference.
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39 **ARTICLE 2**
40 **TERM OF AGREEMENT**
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42 This Agreement shall be for a _____ term, commencing on _____,
43 2012, and will continue through _____, 20____.
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ARTICLE 3
SCOPE OF SERVICES

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3.1 HOLLYWOOD shall provide HALLANDALE BEACH with unlimited access to its CNG Station Facility, located at 1600 South Park Road, for the purpose of HALLANDALE BEACH fueling its two (2) garbage trucks with CNG fuel.

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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.

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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.

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

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ARTICLE 4
PAYMENT OF SERVICES

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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 5% surcharge to cover administrative and operational expenses.

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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.

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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.

135 fees incurred in investigation and defense) suffered by HOLLYWOOD or HALLANDALE from
136 any claims, suits, actions, or causes of action arising during the term of this Agreement for any
137 personal injury, loss of life or damage to personal or real property sustained as a result of
138 HOLLYWOOD allowing HALLANDALE BEACH the access to HOLLYWOOD's CNG Fuel
139 Station Facility. Nothing in this Agreement shall be construed to affect in any way the parties to
140 this agreement rights, privileges, and immunities under the doctrine of sovereign immunity and
141 as set forth in Florida Statutes Section 768.28, as amended from time to time.

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143 **ARTICLE 8**
144 **JURISDICTION, VENUE AND GOVERNING LAW**
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146 This Agreement shall be governed by the laws of the State of Florida. Any and all legal
147 action necessary to enforce this Agreement shall be held in Broward County, Florida. No
148 remedy conferred in this Agreement upon any party is intended to be exclusive of any other
149 remedy, and each and every remedy shall be cumulative and shall be in addition to every other
150 remedy given under this Agreement or now or hereafter existing at law or in equity or by statute
151 or otherwise. No single or partial exercise by any party of any right, power, or remedy under this
152 Agreement shall preclude any other or further exercise of it.

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154 **ARTICLE 9**
155 **MISCELLANEOUS**
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157 **9.1 THIRD PARTY RIGHTS** – Neither party intends to directly or substantially benefit a
158 third party by this Agreement. Therefore, the parties agree that there are no third party
159 beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against
160 either of them based upon this Agreement. Nothing in this Agreement shall be construed to give
161 any rights or benefits to anyone other than HOLLYWOOD and HALLANDALE BEACH.

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163 **9.2 WAIVER** – No waiver of any provision in this Agreement shall be effective unless it is
164 in writing, signed by the party against whom it is asserted, and any such written waiver shall
165 only be applicable to the specific instance to which it relates and shall not be deemed to be a
166 continuing or future waiver.

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168 **9.3 ENTIRETY OF THE AGREEMENT** – HOLLYWOOD and HALLANDALE BEACH
169 agree that this Interlocal Agreement sets forth the entire agreement between the parties and that
170 there are no promises or understandings other than those stated in it. None of the provisions,
171 terms or conditions contained in this Agreement may be added to, modified, superseded or
172 otherwise altered, except through written consent and approval of both the HALLANDALE
173 BEACH Commission or City Manager and the HOLLYWOOD Commission or City Manager.
174 Any modifications to this Agreement shall be through written instrument executed by the parties.
175 In the event of any conflict or inconsistency between this Agreement and the provisions in the
176 incorporated Exhibits, if any, the terms of this Agreement shall supersede and prevail over the
177 terms in the Exhibits.

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179 **9.4 SEVERABILITY** – If any term or provision of this Agreement, or the application of it to
180 any person, entity or circumstances shall, to any extent, be held invalid or unenforceable, the

181 remainder of this Agreement, or the application of such terms or provision, to persons, entities or
182 circumstances other than those as to which it is held invalid or unenforceable, shall not be
183 affected, and every other term and provision of this Agreement shall be deemed valid and
184 enforceable to the extent permitted by law.

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186 (Agreement for Fuel Services Between City of Hollywood, Florida and City of Hallandale
187 Beach, Florida)

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189 **IN WITNESS OF THE FOREGOING**, the parties have made and executed this
190 Agreement on the respective dates under each signature: the CITY OF HALLANDALE
191 BEACH, by and through its City Commissioners, signing by and through its City Manager,
192 authorized to execute same on _____, 2012, and the HOLLYWOOD CITY
193 COMMISSION, signing by and through its Mayor, authorized to execute same on
194 _____, 2012.

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196 CITY OF HOLLYWOOD, a municipal
197 Corporation of the STATE OF FLORIDA

CITY OF HALLANDALE BEACH

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199 ATTEST:

ATTEST:

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201 _____
202 PATRICIA A. CERNY, MMC
203 CITY CLERK

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201 _____
202 SHEENA D. JAMES
203 CITY CLERK

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

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206 APPROVED AS TO FORM AND
207 LEGALITY for the use and reliance
208 of the City of Hallandale Beach, FL

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211 _____
212 JEFFREY P. SHEFFEL
213 CITY ATTORNEY

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211 _____
212 V. LYNN WHITFIELD,
213 CITY ATTORNEY

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217 BY: _____
218 CATHYSWANSON-RIVENBARK
219 CITY MANAGER

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217 BY: _____
218 RENEE CRICHTON
219 CITY OF HALLANDALE BEACH