

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: April 21, 2014

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Agreement with the City of Hallandale Beach for use of the City's CNG Fuel Facility for the purchase of CNG Fuel

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Public Works
- 2) Type of Agreement – n/a
- 3) Method of Procurement (RFP, bid, etc.) - n/a
- 4) Term of Contract
 - a) initial – 18 months.
 - b) renewals (if any) – two (2) additional eighteen (18) month terms.
 - c) who exercises option to renew – mutual agreement of the parties.
- 5) Contract Amount - City of Hallandale Beach will purchase cng fuel at the established consumption rate plus a 9% surcharge to cover administrative and operational expenses.
- 6) Termination rights - Either party may terminate upon 10 days prior written notice.
- 7) Indemnity/Insurance Requirements - To the extent permitted 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 arising from said negligence.
- 8) Scope of Services - City of Hollywood will provide the City of Hallandale Beach with access to its CNG Fuel Station Facility during normal operating hours for its six garbage trucks, However, Hallandale intends in its FY 2016 budget to increase the trucks from six (6) to eight (8).

TERM SHEET CONTINUED – FUEL SERVICES AGREEMENT WITH CITY OF
HALLANDALE BEACH.

9) City's prior experience with Vendor (if any) – yes..

10) Other significant provisions – none

cc: Cathy Swanson-Rivenbark, City Manager