

**FUEL PURCHASING AGREEMENT  
BETWEEN THE CITY OF HERMOSA BEACH  
AND THE CITY OF REDONDO BEACH**

THIS FUEL PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Hermosa Beach, a general law city ("Hermosa Beach") and the City of Redondo Beach ("City"), a chartered municipal corporation.

1. Hermosa Beach may purchase unleaded, diesel, and CNG for fueling its city vehicles at the City fueling station.
2. Contract Term: July 1, 2020 through June 30, 2023.
3. Hermosa Beach shall pay for the City's net cost of the fuel used by Hermosa Beach, including applicable taxes, plus an administrative fee of \$.29 per gallon. The beginning price of fuel (gas, diesel and CNG ) drawn by Hermosa Beach will be based upon the most recent net cost per gallon to the City, prior to Hermosa Beach first draw of fuel. Any time there is a change to the net price to the City, thereafter Hermosa Beach's price will change from the date of the invoice and delivery from the fuel company. Payment shall be made within thirty (30) days of invoice by forwarding a check to the City Public Works Department.
4. Hermosa Beach shall comply with all applicable state, federal, and local laws, rules and regulations, and lawful orders of City officials in connection with fueling of the Hermosa Beach vehicles at the City fueling station.
5. Hermosa Beach shall provide City with a listing of all vehicles that will be fueled at the City fueling station during the term of this Agreement. Any proposed modifications to the vehicle list must be approved by the City prior to fueling of such vehicles.
6. City will issue Hermosa Beach fuel cardkey access cards at a cost of \$3.50 each. All lost cards will be reissued at a cost of \$10.00 each.
7. This Agreement may be terminated by either party upon thirty (30) days written notice to the addresses as shown below:

City of Redondo Beach  
Public Works Department  
531 North Gertruda Avenue  
Redondo Beach, California 90277  
Attention: Rob Osborne

City of Hermosa Beach  
Finance Administration  
1315 Valley Drive

Hermosa Beach, California 90254  
Attention: Viki Copeland, Finance Director

8. Hermosa Beach shall defend, indemnify and hold harmless the City, including its officers, employees, elected and appointed officials, and volunteers from and against any and all claims, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including, without limitation, costs and fees of attorneys and expert witnesses) judgments, penalties, and liens of every nature arising out of this Agreement, except to the extent that such loss or damage was caused by sole negligence or willful misconduct of the City or its employees.
9. Any dispute or controversy arising under this Agreement shall be submitted to final and binding arbitration. In the event of arbitration, the parties shall mutually agree on an arbitrator; provided, however, that if the parties cannot so agree, each party shall select an arbitrator, both of whom shall agree on a third arbitrator to decide the dispute in accordance with Cal. Civ. Code Section 1281, *et seq.*
10. City warrants and represents that upon City Council approval, the Mayor of the City is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Hermosa Beach warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Hermosa Beach, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Hermosa Beach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have entered into this Agreement as of this 19<sup>th</sup> day of May, 2020.

CITY OF HERMOSA BEACH,  
a general law city

CITY OF REDONDO BEACH,  
a chartered municipal corporation

DocuSigned by:

*Suja Lowenthal*

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Suja Lowenthal, City Manager

William C. Brand, Mayor

ATTEST:

ATTEST:

DocuSigned by:

*Ann Yang*

C60B1D84A5E0438...

Ann Yang, Acting Deputy City Clerk

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DocuSigned by:

*Michael Jenkins, City Attorney*

320278ED1871478...

Michael Jenkins, City Attorney

Michael W. Webb, City Attorney

APPROVED:

Jill Buchholz, Risk Manager