

**FUEL PURCHASING AGREEMENT
BETWEEN ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES
AND THE CITY OF REDONDO BEACH**

THIS FUEL PURCHASING AGREEMENT (this "Agreement") is entered into between the Arakelian Enterprises, Inc. dba Athens Services ("Athens Services"), and the City of Redondo Beach ("City").

1. This Agreement hereby authorizes Athens Services to purchase unleaded, diesel, and compressed natural gas ("CNG") for its vehicles at the City fueling station.
2. Contract Term: March 3, 2020 to June 30, 2023.
3. Athens Services shall pay for the City's net cost of the fuel used by Athens Services, including applicable taxes, plus an administrative fee of \$.29 per gallon. The beginning price of fuel (unleaded, diesel, and CNG) drawn by Athens Services shall be based upon the most recent net cost per gallon to the City, prior to Athens Services' first draw of fuel. If at any time after the first draw of fuel the net price to the City changes, thereafter Athens Services' price will correspondingly change from date of the invoice and delivery to the City 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. Athens Services shall comply with all applicable state, federal, and local laws, rules and regulations, and lawful orders of the City officials in connection with the fueling of Athens Services' vehicles at the City fueling station.
5. Athens Services shall provide the 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 in writing prior to the fueling of such vehicles.
6. Athens Services will be issued 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
Attn: Ted Semaan, Public Works Director



Athens Services
14048 Valley Boulevard.
P.O. Box 60009
City of Industry, CA 91716-0009
Attn: Christian Warner, Vice President


8. Athens Services shall defend, indemnify and hold harmless the City and 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 the sole negligence or willful misconduct of the City, its elected and appointed officials, or employees and volunteers.
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. The 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 the City. The party signing on behalf of Athens Services warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Athens Services, and shall be personally liable to the City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Athens Services.

SIGNATURES FOLLOW ON NEXT PAGE




IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 3rd day of March, 2020.

CITY OF REDONDO BEACH
a chartered municipal corporation



William C. Brand, Mayor

ARAKELIAN ENTERPRISES, INC.,
a California corporation dba Athens Services

By: 
Name: GARY M CLIFFORD II
Title: EXECUTIVE VICE PRESIDENT

ATTEST:



Eleanor Manzano, City Clerk

APPROVED:



Jill Buchholz, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

