

## **PIGGYBACK AGREEMENT FOR PROVISION OF FUEL DELIVERY AND RELATED SERVICES**

This Agreement is made on the **13<sup>th</sup> day of November, 2025** (the “Effective Date”), by and between the **City of Pinellas Park**, a Florida municipal corporation (the “Client”) and **Mansfield Oil Company of Gainesville, Inc.**, a Georgia corporation registered and authorized to conduct business in Florida (the “Contractor”), collectively referred to as the “Parties.”

**WHEREAS**, the Client of Pinellas Park, as a full service municipality, engages in a variety of operations from fleet to public safety to utilities where reliable accessibility to fuel and fueling services is critical, particularly in times of emergency; and

**WHEREAS**, the Client has determined that having an additional fuel and fuel services provider under contract will help ensure its operations which are reliant on fuel will be able to be maintained for the benefit of the residents and businesses of the City of Pinellas Park; and

**WHEREAS**, on December 15<sup>th</sup> 2022, the cooperative purchasing entity Sourcewell, (“CoOp”) issued Request for Proposals # 121522 (the “RFP”) for the purpose of receiving proposals for Fuel Delivery and Related Services as further described in the RFP; and

**WHEREAS**, on February 1<sup>st</sup> 2023, the Contractor and CoOp entered into a Contract for Fuel Delivery and Related Services (the “CoOp Contract”) wherein the Contractor agreed to provide the Fuel and Services for those local governments electing to piggyback on the CoOp Contract in accordance with the terms and conditions described therein; and

**WHEREAS**, Section 2-615(b)(2) of the Pinellas Park Procurement Code authorizes the Client to acquire goods or services by use of an existing agreement between a vendor and another public agency where such agreement has resulted from a competitive solicitation process acquire goods or services by use of an existing agreement between a vendor and another public agency (piggybacking) where such agreement has resulted from a competitive solicitation process pursuant to lawful competitive procedures which are equal to or more stringent than the Client’s, and where the Client’s terms of acquisition do not substantially differ from the initial public agency’s agreement; and

**WHEREAS**, the Client’s legal counsel has analyzed the RFP process used by CoOp and has determined that it was conducted in compliance with Client’s procurement rules and Florida law, and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to Client’s Code; and

**WHEREAS**, the Client desires to piggyback onto the CoOp Contract for the purposes of receiving the same Services from Contractor as are being provided to the CoOp under the CoOp Contract; and

**WHEREAS**, the CoOp Contract does not prohibit Contractor from entering into piggyback agreements with other local government entities for the same Services.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Contractor shall make available to Client, and provide to Client as requested, the same Equipment and Services as are available and provided to the CoOp in accordance with the terms and conditions of the CoOp Contract, at the prices specified therein. All references to “CoOp” or “Participating Member” in the CoOp Contract shall, for purposes of this Agreement, mean Client.
2. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in the CoOp Contract and RFP.

3. Unit Pricing. The Contractor's Systems and Services shall be provided at the same unit prices as are set forth in the CoOp Contract.
4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to the CoOp in the CoOp Contract. The Parties understand that any other contracting services Client may wish to acquire outside of the Scope may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client's procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP (inclusive of any addenda issued thereunder), (ii) the Contractor's Proposal, and (iii) the CoOp Contract (including any amendments and extension notices related thereto as of the Effective Date of this Agreement). Notwithstanding any term in the CoOp Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the CoOp Contract shall prevail first, followed by the RFP, followed by the Contractor's Proposal.
6. Term and Termination of the Agreement. The initial Term of this Agreement shall commence on the Effective Date, shall have a Termination Date of **February 10<sup>th</sup> 2027**, as set forth in Section 1 of the CoOp Contract with the option of one additional one-year extension, as also set forth in that section. Notwithstanding Section 22 of the CoOp Contract, this Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (30) days written notice of termination.
7. Title References. To the extent the CoOp Contract refers to Contract Manager, Contract Administrator, or certain other CoOp officials or employees authorized to act under the CoOp Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the Client's City Manager, or her/his designee. To the extent the CoOp Contract refers to the "Owner", the Parties agree that for purposes of this Agreement, such references shall mean the Client.
8. Substitutes or Revisions of Terms. The following terms in the CoOp Contract are revised as follows:

The Client's contact address for all Notice purposes is:

City of Pinellas Park, Attn: Procurement Director  
5141 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781

The Client's billing contact information is replaced with:

City of Pinellas Park  
Attn.: Accounts Payable  
5141 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781

The City is exempt from sales tax. The City's tax-exempt number is **85-8012514520C-3**.

9. Public Records. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes Section 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services

provided hereunder.

- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes Section 119.10.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.369.0619), E-MAIL ([cityclerk@pinellas-park.com](mailto:cityclerk@pinellas-park.com)), OR MAIL (CITY OF PINELLAS PARK, OFFICE OF THE CITY CLERK, 5141 78<sup>th</sup> AVENUE NORTH, PINELLAS PARK, FLORIDA, 33781.**

10. Notices. Notwithstanding Section 39 of the CoOp Contract, notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement (and any additional address set forth below), to the following:

**Client:** City of Pinellas Park  
Attn: City Manager  
5141 - 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781

**Contractor:** Mansfield Oil Company of Gainesville, Inc.  
Attn: Dan Luther, Vice President of Government Sales

11. Representations; Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

12. Miscellaneous.

- a. **Merger.** This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. **No Waiver.** No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. **Assignment; Subcontracting.** The Contractor understands that the nature of the services to be provided under this Agreement are highly specialized and the Client will rely heavily on the specific institutional knowledge and experience of the Contractor's staff to be assigned to perform the services. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Client.
- d. **Governing Law; Venue.** Notwithstanding Section 14 of the CoOp Contract, the laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.
- e. **Attorney Fees.** Notwithstanding any provision of the CoOp Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. **Compliance With Laws; Non-Discrimination.** The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client.

Additionally, the Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

- g. **Licenses.** The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.
- h. **Severability.** In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- i. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Client. The Client shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.
- j. **Liability and Insurance.** In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Client as provided for herein, and in light of the fact that at least some of the Scope of Services will be provided locally within the City of Pinellas Park with vehicular use occurring, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the insurance coverages set forth in the RFP and CoOp Contract. Proof of such insurance coverages will be provided to the Client upon request.
- k. **Indemnification and Preservation of Immunity.** Notwithstanding Section 11 of the CoOp Contract, to the greatest extent allowed by applicable law, the Contractor releases and shall indemnify, hold harmless, and defend each Client Indemnified Party (defined as the City of Pinellas Park, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the Client of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes Section 768.28, or any other statute, and the Client expressly reserves these rights to the full extent allowed by law.

- l. **Scrutinized Companies.** Pursuant to Florida Statutes Section 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:
  - (i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes Section 215.473);
  - (ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes Section 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes Section 287.135. In addition, the Client may pursue any and all other legal remedies against the Contractor.

- m. **Immigration Compliance; E-Verify.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. Section 1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of Section 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any subcontractors authorized by the Client.

Pursuant to Florida Statutes Section 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Village cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Village that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes Section 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Contractor has knowingly violated Florida Statutes Section 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Village shall

terminate this Agreement. Pursuant to Florida Statutes Section 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

- n. **Human Trafficking Affidavit.** The Contractor shall provide the Client with the no-coercion affidavit required by Florida Statutes Section 787.06, in the form provided by the Client's procurement staff.
- o. **Personal Identifying Information.** Pursuant to Florida Statutes Section 287.138, in the event the performance of the Services would require the Contractor to possess the personal identifying information of citizens provided by the Client, Contractor will be required to complete a Foreign Country of Concern Attestation.
- p. **No Third-Party Beneficiary.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- q. **Amendments.** This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.
- r. **Execution; Authority to Execute.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

**City of Pinellas Park**

**Mansfield Oil Company of Gainesville, Inc.**

By: \_\_\_\_\_  
Bart Diebold, City Manager

By: \_\_\_\_\_  
Dan Luther, Vice President Government Sales