

INTERLOCAL AGREEMENT FOR FUEL SERVICES
CITY OF PINELLS PARK, PINELLAS COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT FOR FUEL SERVICES (hereinafter referred to as the “Agreement”), made and entered into this **[DAY]** day of **[MONTH], 2026**, by and between the Pinellas Park Water Management District, an independent taxing district (hereinafter referred to as “PPWMD”), and the City of Pinellas Park, Florida, a Florida municipal corporation (hereinafter referred to as the “City”).

WITNESSETH

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, was promulgated to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will afford the best services to communities taking into account geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the City has the necessary personnel, resources, and equipment to provide such fuel services to the PPWMD, and

WHEREAS, the PPWMD and City have determined that it is in the public interest for the City to provide such fueling services to the PPWMD upon the terms and conditions hereinafter set forth, and

WHEREAS, the PPWMD will compensate the City for such services as set forth in this Agreement so that the City may recoup all of its costs and expenses incurred in connection with the provisions of such fueling services to the PPWMD, and

WHEREAS, the parties have reached an agreement with respect to the foregoing and wish to reduce their agreement to writing.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are here acknowledged, it is hereby agreed by and between the parties as follows:

SECTION I – RECITALS: The foregoing recitals are true and correct and are hereby incorporated herein and made a part hereof.

SECTION II – FUELING SERVICES: The City will provide the following fuel services to the PPWMD:

- A) 24 Hour/365 Day access to the fuel island at the Public Works Service Facility located at 6101 78th Avenue, Pinellas Park, FL.
- B) Access to 87 octane gasoline with up to 10% ethanol content and access to ultra-low sulfur diesel fuel.
- C) PPWMD specific fuel keys allowing the purchase of fuel to be invoiced at the end of each month.
- D) Programmed fuel keys necessary for the PPWMD to carry out its daily activities; PPWMD will be invoiced the cost of the programmed keys at City cost.
- E) In the event the City declares a state of local emergency due to a natural or manmade emergency, the City reserves the right to invoke Force Majeure and immediately suspend all fuel services to PPWMD and allocate fuel resources for exclusive City use.

SECTION III – BILLING/PAYMENT:

- A) The total monthly fuel invoice shall include a \$30.00 monthly administrative fee.
- B) The PPWMD shall make payment equal to the invoiced amount, on a monthly basis, within (15) fifteen business days of date of invoice.
- C) The end-of-month billing shall include:
 - a. Quantity of gallons of gasoline purchased at specified price (the price shall not exceed current market price)
 - b. Quantity of gallons of diesel fuel purchased at a specified price (the price shall not exceed current market price)

SECTION IV – INSURANCE: The parties agree to name each other as “an additional insured” under their respective policies of general liability insurance. Each party shall provide unto the other party a certificate of insurance listing the insurance to the other party during the life of this Agreement. Nothing herein is intended to be, or shall be construed to be, between the parties or as to any third party, any contractual agreement to waive or extend any liability limits, or otherwise modify the rights pursuant to statutory law or common law immunity, which either both parties are currently entitled to pursuant to the Florida Constitution or Chapter 768, Florida Statutes.

SECTION V – TERM: The agreement shall be in force for a period of (5) five years commencing _____ and ending _____.

SECTION VI – TERMS/CONDITIONS:

- A) Entire Agreement. This Agreement is intended to contain the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise between the parties, not embodied herein shall be of any force or effect unless the same be in writing, signed by both parties hereto. No failure of either party to exercise any power given to such party hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice of parties at variance with the items hereof, shall constitute a waiver of the party's right to demand exact compliance with the terms hereof.
- B) Captions. The captions of each paragraph and heading hereof are added as matter of convenience only and shall be construed to be of no effect in the construction of any provision or provisions hereof.
- C) Notices. Any notices regarding this Agreement given by either party to the other must be in writing and shall be deemed to have been given, delivered, or made, as the case may be (notwithstanding lack of actual receipt thereof by addressee) (i) when delivered by personal delivery, or (ii) five (5) business days after having been deposited in the U.S. Mail, certified or registered, return receipt requested, with sufficient postage affixed and prepaid or (iii) one (1) business day after having been deposited with an expedited overnight courier services (such as by way of example but not limitation of U.S. Express, Federal Express or UPS), addressed to the party to whom notice is intended to be given at the address is set forth below:

If to the City:

US Mail

City of Pinellas Park

ATTN: Purchasing Division

PO Box 1100

Pinellas Park, FL 33780-1100

Courier/Hand Delivery

City of Pinellas Park

ATTN: Purchasing Division

8000 60th Street North

Pinellas Park, FL 33781

If to PPWMD:

US Mail/Courier/Hand Delivery

Pinellas Park Water Management District

ATTN: Executive Director

6460 35th Street North

Pinellas Park, FL 33781

Any party may change the address to which notices are to be sent by giving the other party written notice of any such change in the manner provided herein but notice of change of address is effective only upon actual receipt.

- D) City's Authority. The City warrants that it has all required authority through official action of its City Council to enter into this Agreement and be bound by the terms hereof.
- E) PPWMD Authority. PPWMD warrants that it has all required authority through official action of Pinellas Park Water Management District to enter into this Agreement and be bound by the terms hereof.

- F) Interpretation. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that the venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.
- G) Construction of Agreement. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by legal counsel for one of the parties, it being acknowledged that both PPWMD and the City have substantially and materially contributed to the preparation hereof.
- H) Attorney's Fees. In the event of any dispute or litigation arising under this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs, including those at trial and upon appeal.
- I) Recording. This Agreement shall be filed by the City of Pinellas Park with the Pinellas County Clerk of the Circuit Court as provided in Section 163.01(11), Florida Statutes.
- J) Cancellation/Termination. This Agreement may be cancelled/terminated by either party upon (30) thirty days written notice to the other party in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
on the date set forth above.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FL

ATTEST:

Jennifer Carfagno, MMC

By _____
Sandra L. Bradbury, Mayor

(SEAL)

Approved as to form and correctness:

City Attorney, Randol Mora

CITY COUNCIL APPROVAL DATE: _____

Pinellas Park Water Management District
(PPWMD)

ATTEST:

Randal A. Roberts, Executive Director

Charles Tingler, Chairman