CONTRACT FOR BULK FUEL, GASOLINE, DIESEL, MARINE, AND BIODIESEL SERVICES

This agreement for Diesel, Gasoline, Heating and Emergency Generator Fuel services (the "Agreement") is made and entered into by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Palmdale Oil Company, 911 N. 2nd Street, Ft. Pierce, FL 34950 ("Contractor") (collectively referred to as the "parties").

WITNESSETH THAT

WHEREAS, the Town is a municipality and is given those powers and responsibilities enumerated by Chapter 166, Florida Statutes, and the Florida Constitution; and

WHEREAS, the Town is responsible for maintaining an uninterrupted fuel supply to support Town operations; and

WHEREAS, pursuant to Florida law and the Town's procurement policies, the Town may enter into contracts for the cooperative purchase of certain goods, products or services when a contract has been subjected to a competitive procurement solicitation by another governmental entity; and

WHEREAS, the Contractor entered into City of Port St. Lucie competitively procured and awarded Contract No. 20180128 for Diesel, Gasoline, Heating and Emergency Generator Fuel; and

WHEREAS, the Town desires to utilize the competitively established terms, services, and pricing available to the Town through City of Port St. Lucie competitively procured and awarded Contract No. 20180128 (the City of Port Saint Lucie Contract) for the same or similar products, a copy of which is attached hereto and incorporated herein; and

WHEREAS, the Town would like to purchase unleaded gasoline and diesel fuel on an as-needed basis, as well as during emergency situations or events, from the Contractor; and

WHEREAS, pursuant to the City of Port St. Lucie Contract No. 20180128, the Contractor has agreed to offer eligible governmental entities the same products at the same pricing as reflected in the City of Port St. Lucie Contract.

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each to the other, do hereby agree as follows:

1. The above stated recitals are incorporated herein.
2. The terms and pricing of the City of Port St. Lucie Contract are incorporated herein.
3. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
    a. Keep and maintain public records required by the Town to perform the services that are the subject of this Contract.
    b. Upon request of the Town, provide any such public records.
    c. Ensure that public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Contract if the Contractor does not transfer the records that are part of this Contract to the Town.

d. Upon completion of the term of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in this Agreement. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format compatible with the information technology systems of the Town.

e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Contract, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

3. The Contractor affirms and ratifies the applicable terms, pricing, and conditions of City of Port St. Lucie Contract No. 20180128 and agrees to provide the Town the same applicable services based upon those terms, conditions, and pricing for Diesel, Gasoline, Heating and Emergency Generator Fuel Services.

4. The Town agrees to pay for services ordered from the Contractor based upon the applicable pricing, terms, and conditions available under the City of Port Saint Lucie Contract No. 20180128, subject to lawful appropriations and authorized Town purchases.

5. Except as expressly supplemented by this Contract, the applicable terms and conditions of City of Port Saint Lucie Term Contract No. 20180128 are incorporated herein by reference.

6. The term of this Contract shall commence on **September 16, 2026**, and shall remain in effect until the expiration of the Originating Contract on **July 1, 2028**. The commencement date of the underlying City of Port Saint Lucie Term Contract does not determine the commencement date of this Agreement. Purchases under this Agreement remain subject to the continued legal availability of the applicable State Contract pricing, terms, and conditions.

7. This Contract shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Contract shall lie in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

8. Notices to the Contractor shall be sent to Palmdale Oil Company, 911 N. 2nd Street, Ft. Pierce, FL 34950, or to such other address as the Contractor designates in writing. Notices to the Town shall be given to: Town of Lake Park, Attn: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

9. If either party is required to initiate a legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date approved by the Town Commission and the dates of execution below.

ATTEST: **TOWN OF LAKE PARK**

By: _____
Vivian Mendez, Town Clerk

By: _____
Rodger Michaud, Mayor

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

(NOTARY SEAL)

_____
Notary Public, State of Florida

Palmdale Oil Company:

By: _____

Its: Director of Government Contracts

Printed Name: Brady Doremus

STATE OF Florida

COUNTY OF Palm Bch

The foregoing instrument was acknowledged before me this 8th day of September, 2026, by Brady Doremus, as Dir. of Gov't Contracts of Palmdale Oil Company, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida

#8231670 v1 26508-00001

DENISE L COVERT
Notary Public - State of Florida
Commission # HH 351967
My Comm. Expires Feb 19, 2027
Bonded through National Notary Assn.