

**INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA, AND THE  
SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Clay County, a political subdivision of the State of Florida (“County”), and the School Board of Clay County, Florida (“School Board”).

**RECITALS**

**WHEREAS**, the County is in need of a source of low-priced diesel fuel for fire and rescue vehicles in the area of Keystone Heights, Florida; and

**WHEREAS**, the School Board maintains diesel fuel pumping facilities near McRae Elementary School, 6770 County Road 31SC, in Keystone Heights, Florida (“Facility”); and

**WHEREAS**, the County could realize significant savings to the taxpayers by purchasing diesel from the School Board at the Facility; and

**WHEREAS**, the School Board is willing to sell diesel fuel to the County from the Facility.

**NOW THEREFORE**, for and in consideration of the foregoing Recitals and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and objections to the sufficiency and adequacy of which are hereby waived, the County and the School Board do hereby agree as follows:

1. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the “Florida Interlocal Cooperation Act of 1969” (“Interlocal Act”), and all applicable portions of the Interlocal Act are made a part hereof and incorporated herein as if set forth at length herein, including but not limited to the following specific provisions:

(a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers’ compensation and other benefits which apply to the activity of officers, agents, or employees of the parties when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

(b) This Agreement does not and shall not be deemed to relieve any of the parties of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

(c) As a condition precedent to its effectiveness, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.

2. The School board agrees to sell diesel fuel to the County from the Facility for Clay County Fire and Rescue vehicles.

3. The price per gallon charged to the County will be the School Board's per gallon cost plus a 3.45 percent administrative fee charged by and payable to the School Board.

4. Clay County Fire and Rescue personnel assigned to Fire Station No. 23 ("CCFR Personnel") will have 24-hour access to the Facility and will be provided keys or other materials or information as may be needed to access the Facility and operate the pumps therein situated.

5. CCFR Personnel will be responsible for securing/locking access points to the Facility and pumps upon their departure from the Facility. Any loss suffered by the School Board resulting from the failure of CCFR Personnel to secure the Facility and pumps will be the responsibility of the County.

6. CCFR Personnel who fuel County Fire and Rescue vehicles at the Facility shall record each fuel transaction and the exact amount of fuel dispensed during each transaction. On the first business day of each month, beginning on October 1, 2020, CCFR Personnel or other Clay County personnel as may be designated by the County shall submit such transaction record(s) or other documentation ("Usage Report") to the School Board Director of Transportation, which shall reflect each fuel transaction and the total amount of fuel dispensed by CCFR Personnel during the preceding month.

7. The School Board shall reconcile the Usage Report against its own records and transmit to the County a monthly invoice. The County shall remit payment within forty-five (45) days of its receipt of the monthly invoice in accordance with the Local Government Prompt Payment Act.

8. Subject to and within the limitations of Section 768.28, Florida Statutes, the County agrees to indemnify and hold harmless the School Board from and against any loss, damage, or liability which arises from the negligent or intentional acts of CCFR Personnel in connection with performance of this Agreement. Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided the County pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, the County's obligation to compensate or indemnify is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time.

9. The term of this Agreement shall begin on October 1, 2020, and shall remain in effect for a period of one (1) year. The Agreement may be extended or modified only by written agreement of the parties. Either party may terminate the Agreement with or without cause by providing sixty (60) days' written notice to the other party. Such written notice shall be given by certified mail directed to the following addresses:

David Broskie, Superintendent of Schools  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
900 Walnut Street  
Green Cove Springs, Florida 32043

Chairman of the Board  
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS  
477 Houston Street  
P.O. Box 1366  
Green Cove Springs, Florida 32043

10. The School Board acknowledges that in the County budget for each fiscal year during which the term of this Agreement is in effect, a limited amount of funds are appropriated and made available for payment under this Agreement. Pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

11. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12. No third party beneficiaries are intended or contemplated under this Agreement, and no third party shall be deemed to have rights or remedies arising under this Agreement against either of the parties to this Agreement.

13. The Agreement may only be modified or amended upon mutual written agreement of the parties. No oral agreements or representation shall be valid or binding upon either party.

14. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

16. In the event of any action or administrative proceeding between the parties arising under this Agreement, the prevailing party will be entitled to an award of reasonable attorneys' fees, costs, and expenses, including such fees, costs, and expenses incurred by the prevailing party in the pursuit of any appellate proceedings, regardless of whether such action or administrative proceeding is pursued before any state or federal court or agency.

***[Signatures appear on the following page.]***

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers or representatives below on the date(s) so noted.

**CLAY COUNTY, a political subdivision of the State of Florida**

By: \_\_\_\_\_  
Gayward F. Hendry  
Its Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Howard Wanamaker  
County Manager and Clerk of the  
Board of County Commissioners

**SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA**

By: \_\_\_\_\_  
Chairman of the Board

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
David Broskie  
Superintendent of Schools