

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

THIS INTERLOCAL AGREEMENT is entered into by and between CLAY COUNTY, FLORIDA, a Political Subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter "County"), and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter "School Board"), collectively, "the Parties."

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 315C, 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, in consideration of mutual promises and obligations contained herein, the Parties agree as follows:

1. This Agreement is entered into pursuant to the provisions of Section 163.01, *Florida Statutes*, (the Florida Interlocal Cooperation Act of 1969), all applicable portions of which are hereby incorporated and made part of this Agreement, including but not limited to the following specific provisions of Sections 163.01(9) and (11):

(9)(a) All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pension and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of ... any public agency when performing their respective functions within the 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 any such interlocal agreement.

(9)(b) (An interlocal agreement) does not relieve a public agency of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one or more of the parties to the agreement or any legal or administrative entity created by the agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility.

(11) Prior to its effectiveness, an interlocal agreement and subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of each county where a party to the agreement is located....

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 such transaction. On the first business day of each month, beginning on the first work day of September 2019, 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.

9. The terms of this Agreement shall become effective August 1, 2019, 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:

Addison G. Davis, 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
Post Office 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.

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

THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

Date: _____

By _____
CAROL STUDDARD
Chairman of the Board

ATTEST:

By _____
Addison G. Davis
Superintendent of Schools

CLAY COUNTY, a Political subdivision of
the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS

Date: _____

By _____
MIKE CELLA
Chairman of the Board

ATTEST:

By _____
LORIN MOCK
Interim County Manager and
Ex-Officio Clerk of the Board of
County Commissioners