

**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 October, 2021 by and between Clay County, a political subdivision of the State of Florida (“County”), and the School Board of Clay County, a body corporate and political subdivision of the State of Florida (“School Board”).

RECITALS

WHEREAS, Chapter 163, Florida Statutes, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

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 parties do hereby agree as follows:

1. Florida Interlocal Cooperation Act. 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", and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth in full, including, but not limited to the following specific provisions:

a. All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances 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 hereto 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 hereto 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 to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

c. As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), Florida Statutes, 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 during the term of this Agreement, CCFR Personnel or other Clay County personnel as may be designated by the County will 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 be effective as of October 1, 2021, 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

Howard Wanamaker, County Manager
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. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to the County. The parties shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement terminates.

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

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 either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

17. 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.

18. It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the County and the School Board with respect to the subject matter of this Agreement, and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

19. The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____
Mary Bolla
Chairperson

ATTEST:

David Broskie
Superintendent of Schools