

## AGREEMENT

THIS AGREEMENT made this 20<sup>th</sup> day of January, 2011, by and between THE CLAY COUNTY SHERIFF'S OFFICE (hereinafter referred to as "CCSO") and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter referred to as "CCSB"),

WHEREAS, CCSO is in need of a source of low-priced gasoline for CCSO vehicles in the area of Middleburg, Florida, other than the utilization of privately-owned gasoline stations, and

WHEREAS, CCSB owns and maintains gasoline pumping facilities at the CCSB Transportation/Maintenance Facility (hereinafter referred to as "Facility") on County Road 220 in Middleburg, Florida, and

WHEREAS, CCSO could realize significant savings to the taxpayers by purchasing gasoline from CCSB at the Facility, and

WHEREAS, CCSB is willing to sell gasoline to CCSO at the Facility;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and obligations contained herein, the parties agree as follows:

1. CCSB agrees to sell gasoline to CCSO from the Facility.
2. The price per gallon charged to CCSO will be CCSB's per gallon cost plus a 3.54 percent administrative fee, which fee will be added to the CCSB per gallon cost.
3. CCSO deputies will have a 24 hour access to the CCSB Facility. CCSO will provide a padlock for the gate to the Facility.
4. CCSO will be responsible for locking the Facility gate upon departing the Facility. Any loss suffered by CCSB resulting from the failure of CCSO employees to secure the area will be the responsibility of CCSO.
5. Gasoline will be dispensed from the Facility pumps by use of an access card. The installation of additional electronic access mechanisms will be required to facilitate the sale of gasoline, accounting, and billing. CCSO shall reimburse CCSB for all costs incurred for the creation or replacement of access cards and for installation of any electronic access systems needed to facilitate the sale, accounting, or billing for gasoline or for implementation of this Agreement. CCSO may install a lock box in the gas pump area at the Facility in which CCSO will maintain a master access card.
6. CCSB will bill CCSO monthly for gasoline and any other costs incurred by CCSB as set forth herein. CCSO shall remit payment within fifteen (15) days of billing.

7. CCSO agrees to indemnify and hold harmless CCSB from and against any and all loss, damage, or liability which arises as a result of the negligent or intentional acts of CCSO employees which occurs in connection with this Agreement only to the extent allowed by F.S. 768.28(19).

8. The terms of this Agreement shall be from January 1, 2011, and shall last for a period of one (1) year. This Agreement may be extended and modified only by written agreement of the parties. Either party may terminate this 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 at the following addresses:

Ben H. Wortham, Superintendent  
SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
900 Walnut Street  
Green Cove Springs, Florida 32043

Rick Beseler, Sheriff  
CLAY COUNTY SHERIFF'S OFFICE  
901 North Orange Avenue  
Green Cove Springs, Florida 32043

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 20th day of January, 2011.

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

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

By \_\_\_\_\_  
Printed Name: FRANK FARRELL  
Title: School Board Chairman

CLAY COUNTY SHERIFF'S OFFICE

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

By \_\_\_\_\_  
Printed Name: RICK BESELER  
Title: Sheriff