

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made this 28th day of September, 2010, by and between **THE CLAY COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as "BCC") and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** (hereinafter referred to as "CCSB"),

WHEREAS, BCC is in need of a source of low-priced diesel fuel for fire and rescue vehicles located at Fire Station No. 23 in the area of Keystone Heights, Florida, other than the utilization of privately-owned fuel stations or county fueling stations in Keystone Heights, and

WHEREAS, CCSB owns and maintains diesel fuel pumping facilities at the CCSB fuel facility (hereinafter referred to as "Facility") located next to McRae Elementary School, 6770 County Road 315C, in Keystone Heights, Florida, and

WHEREAS, BCC could realize significant savings to the tax payers by purchasing diesel from CCSB at the Facility, and

WHEREAS, CCSB is willing to sell diesel fuel to BCC at the Facility,

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

1. This Interlocal Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the 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 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 Interlocal Agreement;

(b) This Interlocal 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 Interlocal 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, this Interlocal Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Clay County.

2. CCSB agrees to sell diesel fuel to BCC from the Facility.
3. The price per gallon charged to BCC 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.
4. BCC fire and rescue employees from Fire Station No. 23 will have 24 hour access to the CCSB Facility. BCC fire and rescue employees from Fire Station No. 23 will be provided a key to padlock for the gate to the Facility and a key to the diesel fuel pump.
5. BCC employees will be responsible for locking the Facility gate and the fuel pump upon departing the Facility. Any loss suffered by CCSB resulting from the failure of BCC employees to secure the area and the fuel pump will be the responsibility of BCC.
6. BCC employees who are charged with the responsibility of fueling county fire and rescue vehicles at the facility shall bear the responsibility of recording each instance that fuel is dispensed and the exact amount of fuel dispensed by them into BCC vehicles. On the first work day of each month, beginning on the first work day of November, 2010, BCC employees shall submit documentation to the CCSB Director of Transportation, which documentation details each fuel transaction and the total amount of fuel dispensed by BCC employees during the preceding month. This total usage shall be reconciled against CCSB records and a bill shall be submitted by CCSB to the BCC.
7. CCSB will bill BCC monthly for diesel fuel and any other costs incurred by CCSB as set forth herein. BCC shall remit payment within forty-five (45) days of billing.

8. Subject to and within the limitations of Section 768.28, Florida Statutes, BCC 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 BCC employees which occurs in connection with this Interlocal Agreement.

9. The terms of this Interlocal Agreement shall become effective upon approval by the BCC and CCSB and shall remain in effect for a period of one (1) year. This Interlocal Agreement may be extended or modified only by written agreement of the parties. Either party may terminate this Interlocal 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 Wortham, Superintendent
SCHOOL BOARD OF CLAY COUNTY, FLORIDA
900 Walnut Street
Green Cove Springs, Florida 32043

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
477 Houston Street
Green Cove Springs, Florida 32043

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed this ____ day of _____, 2010.

**SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

Date: _____ By _____

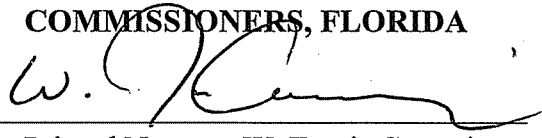
Printed Name: Ben Wortham

Title: Superintendent of Schools

**CLAY COUNTY BOARD OF COUNTY
COMMISSIONERS, FLORIDA**

Date: 09-28-10

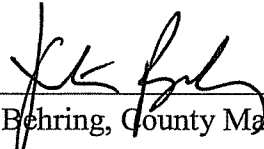
By



Printed Name: W. Travis Cummings

Title: Chairman

ATTEST:



Fritz A. Behring, County Manager and
Ex-officio Clerk of the Board

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.

2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. In the event the contract or agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

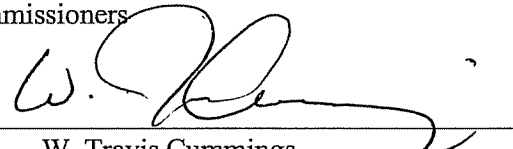
9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

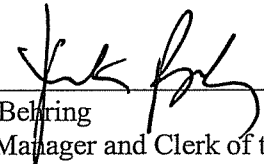
11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which ~~are available to make payments arising under the contract or agreement. Any other provisions of the~~ contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

COUNTY:

CLAY COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

By: 
W. Travis Cummings
Its Chairman

ATTEST FOR CLAY COUNTY:


Fritz A. Behring
County Manager and Clerk of the Board of County Commissioners

CONTRACTOR:

By: _____
Its _____ President

(Corporate Seal)