

AGREEMENT

THIS AGREEMENT made this 19th day of January, 2012, 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 tax payers 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 become effective January 19, 2012 and shall remain in effect for a period of one (1) year. This Agreement may be

extended or 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 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 19th day of January, 2012.

**SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

Date: _____

By _____

Printed Name: Carol Y. Studdard

Title: Chairman

CLAY COUNTY SHERIFF'S OFFICE

Date: _____

By _____

Printed Name: _____

Title: _____