

AGREEMENT

THIS AGREEMENT made this 18th day of March, 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. **CCSB** agrees to sell diesel fuel to **BCC** from the Facility.
2. 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.
3. **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.

4. **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**.

5. **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 May, 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**.

6. **CCSB** will bill **BCC** monthly for diesel fuel and any other costs incurred by **CCSB** as set forth herein. **BCC** shall remit payment within fifteen (15) days of billing.

7. **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

Agreement.

8. The terms of this Agreement shall become effective April 1, 2010 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

Richard Knoff, Deputy Chief
CLAY COUNTY PUBLIC SAFETY DEPARTMENT
1 Doctors Drive
Green Cove Springs, Florida 32043

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 18th day of March, 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: _____

By _____

Printed Name: Richard Knoff

Title: Deputy Chief, Public Safety Department