

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 the BCC at the Facility.

**NOW THEREFORE IN CONSIDERATION** of 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 the BCC from the Facility.
3. The price per gallon charged to the BCC will be CCSB's determined 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 the 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, 2011, 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 in accordance with the local government prompt payment act.
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 October 1, 2011, 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

10. 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.

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IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

CLAY COUNTY, a Political Subdivision of the  
State of Florida, by and through its BOARD OF  
COUNTY COMMISSIONERS

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: W. Travis Cummings

Title: Chairman

ATTEST:

\_\_\_\_\_  
S. C. Kopelousos, County Manager and Ex-officio  
Clerk of the Board of County Commissioners