

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20050902

1. ACTION REQUESTED/PURPOSE: Approve interlocal agreement with the Lee County School Board for construction of a Joint Fueling Facility project. Approve \$200,000 payment to the School Board for the County's share of the cost. This project is in the CIP and funds are available within the budget.

2. WHAT ACTION ACCOMPLISHES: Provides Lee County the use of the School Board's fueling facility. Saves approximately \$300,000 by partnering with the School Board versus constructing a stand-alone Lee County fuel site.

3. MANAGEMENT RECOMMENDATION: Approve interlocal.

4. Departmental Category: 02

C&E

5. Meeting Date: *06-28-2005*

- 6. Agenda:**
- Consent
 - Administrative
 - Appeals
 - Public
 - Walk-On

- 7. Requirement/Purpose: (specify)**
- Statute
 - Ordinance
 - Admin. Code
 - Other

8. Request Initiated:

Commissioner _____

Department Construction & Design

Division _____

By: Jim Lavender, Public Works Dir.

9. Background:

The School Board purchased a site, designed and constructed a transportation and fueling facility on Ben Pratt/Six Mile Parkway. The County had lost a fueling site at Page Field creating increased travel times for fueling. The School Board was approached regarding the County's participation in their project. This interlocal agreement provides the County's capital share (\$200,000) of the fueling facility's cost based on the County's expected use. The cost for a stand-alone Lee County fuel site was estimated at approximately \$500,000 (site acquisition, design, and construction). This site will serve all users (Sheriff, Animal Services, Parks & Rec, DOT, etc.) in the southern section of Lee County.

Funds are available in Account String: 20866130100.508150

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Jamander</i> 6-16-05	<i>[Signature]</i> 6/16/05	<i>N/A</i>	<i>SAD GIN</i>	<i>[Signature]</i> 6/16/05	<i>[Signature]</i>	<i>[Signature]</i> 6/16/05	<i>[Signature]</i> 6/16/05	<i>[Signature]</i> 6/16/05	<i>Jamander</i> 6-16-05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<i>6-15-05</i>
<i>3:50</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<i>6/16/05</i>
<i>2:30 PM</i>

Rec. by COUNTY
Date: <i>6/15/05</i>
Time: <i>3:00</i>
Forwarded to:
<i>Adm. 6/15/05</i>

**INTERLOCAL AGREEMENT BETWEEN SCHOOL BOARD
AND LEE COUNTY FOR SIX MILE CYPRESS
TRANSPORTATION SOUTH VEHICLE FUELING STATION**

APPROVED

JUN 14 2005

**SCHOOL BOARD OF
LEE COUNTY**

This Interlocal Agreement is made and entered into this ____ day of _____ 2005, by and between **LEE COUNTY**, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereafter referred to as "County", and the **SCHOOL BOARD OF LEE COUNTY, FLORIDA**, hereafter referred to as "School Board".

WITNESSETH

WHEREAS, the School Board and the Board of County Commissioners both serve the people of Lee County; and

WHEREAS, both the School Board and the County are desirous of constructing a vehicle fueling station to serve vehicles owned by and/or contracted to the School Board ("School Board Vehicles") and County owned vehicles ("County Vehicles"); and

WHEREAS, the School Board will construct a new fueling station on a site owned by the School Board and identified in Exhibit "A" (attached hereto and incorporated herein), commonly known as 14701 Ben C. Pratt/Six Mile Cypress Parkway; and

WHEREAS, a fueling station will result in conveniently located and competitively priced fuel from cost share funds, and

WHEREAS, both the School Board and the County are duly empowered pursuant to Florida Statutes, in particular Section 163.01, to enter into interlocal agreements for the sharing of certain governmental powers and obligations.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the School Board and Lee County, intending to be legally bound, hereby agree as follows:

SECTION I
PURPOSE

A. It is the purpose and intent of this Agreement to define the terms and conditions for the design, construction, installation, operation and maintenance of a new vehicle fueling facility (the "Project") to serve School Board Vehicles and County Vehicles and the sharing of costs of the Project. A Project description is attached hereto and made a part hereof and marked as Exhibit "B". County owned vehicles, for purposes of this Agreement, means vehicles assigned to county departments which are operated by or under the direction or control of the Board of County Commissioners.

B. All terms and conditions of this Agreement will be interpreted in a manner consistent with and in furtherance of the purpose as set forth in this Section.

C. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

SECTION II
OBLIGATIONS OF THE COUNTY

1. The County agrees that it will reimburse the School Board Two Hundred Thousand and 00/100 Dollars (\$200,000.00) towards the total cost of the Project. Said amount will be due and payable on July 15, 2005.

2. The use of the fueling facility will be tracked for twelve (12) months after final completion in order to determine the percentage of use by each party. That percentage of use will be applied to the costs of construction of the Project to determine each party's proportionate share. If the County's proportionate share is in excess of \$200,000.00, the additional amount due will be paid to the School District within thirty (30) days. If the County's proportionate share is less than \$200,000.00, the difference between the County's proportionate share and the \$200,000.00 paid will be refunded to the County within thirty (30) days.

3. Each month, County will pay a mutually agreed upon amount per gallon for the fuel that it consumes based on the OPIS or "Futures" weekly average rate plus 5% for School Board's operation and maintenance costs.

4. County will maintain monthly reports with MPG per vehicle, tracking per driver, time of fill up and location. Such reports will be retained for a period of five (5) years.

5. Any environmental hazard and future clean up of the site shall be the responsibility of the party creating the hazard.

6. The County will comply with all DEP and EPA regulations regarding the Project.

7. The County will be responsible for the cost of construction of a covered parking space for the Lee County Animal Services mobile unit in the amount of \$13,900.00. The County will reimburse the School Board for said costs of construction within 60 days of receipt of request for reimbursement from the School Board.

8. The County will provide a generator and all required wiring for emergency use of the fuel islands, four (4) bus bays, dispatch and air circulation and lighting for the office facility.

9. The County recognizes and accepts that, upon occasion, the facility will be inoperative during times of scheduled or unscheduled maintenance. School Board will use best efforts to notify the County at least 24 hours in advance, of any scheduled maintenance or repairs.

SECTION III
OBLIGATIONS OF THE SCHOOL BOARD

1. The School Board agrees that it will hire a contractor and a reputable engineer to design and construct the Project. After construction, the School Board will operate and maintain the Project.

2. The School Board will construct the facility for use with an "RNI system" which must allow for compatibility with the County's present computerized ring/key system. Such system will provide lock out technology that prevents gas and diesel products from being pumped into the wrong vehicle. County will pay for any modem line(s), keys or rings required for its use of such system.

3. The School Board will install and utilize the RNI system with software that has the capability to segregate County Vehicles from School Board Vehicles for purposes of downloading and tracking fuel by each department's use. Such fuel usage information will be sent to Lee County Fleet Management by the School Board on a weekly basis.

4. The School Board will be responsible for hiring a project manager to oversee the engineering, planning, budgeting, permitting (construction and operational permits) and construction of the Project. Such project manager will coordinate with local planning, permitting and inspection agencies.

5. The School Board will be responsible for the daily operation of the fueling site and for the maintenance of the fueling system and equipment.

6. The School Board agrees to obtain the required licenses, permits, and all other appropriate authorizations from all applicable federal, state and local authorities and pay all applicable fees therefor. The School Board will comply with all DEP and EPA regulations regarding the Project.

7. The School Board will provide tank insurance and a safe, well-lighted facility open 24 hours per day to the County, its officers and employees with continued uninterrupted access to and egress from the fueling facility for purposes of fueling and refueling.

8. Any environmental hazard and future clean up of the site shall be the responsibility of the party creating the hazard.

9. The School Board will allow the use of the driver training and break building by the County provided this use does not interfere with School Board operations.

10. The School Board will coordinate with the County the location and size of a covered space for parking of the Lee County Animal Services mobile unit.

SECTION IV **LIABILITY**

1. The County agrees to exercise reasonable care in the conduct of its activities involved during the use of the specified facilities as described in this Agreement. The County further agrees to repair, replace or reimburse School Board for any damages to said property caused by the County, its agents or employees who use the facility as a result of this agreement.

2. a. Subject to the limitations as set out in Florida Statutes §768.28, the County shall defend, hold harmless and indemnify School Board from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including but not limited to,

attorneys' fees and court costs, brought by third parties arising from the act or omission of the County, its agents, employees, contractors or during the County's use of the fueling facilities.

b. Subject to the limitations as set forth in Florida Statutes §768.28, the School Board shall defend, hold harmless and indemnify the County from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorneys' fees and court costs, brought by third parties arising from the acts or omissions of School Board, its agents, employees, and contractors for the construction of, or during the use of the fueling facility. The provisions of this paragraph are not intended to abrogate the sovereign immunity of School Board beyond that set forth in Section 768.28, Florida Statutes.

3. This Agreement contains the entire agreement between the County and School Board, any verbal understanding, statements or prior writings or agreements to the contrary notwithstanding.

4. No change or modification to this Agreement shall be effective unless the same is in writing and signed by both parties.

SECTION V
CONTACT PERSON

The Director of Fleet Management shall be the County's contact person with the School Board, and the Executive Director of School Support shall be the School Board's contact person with the County.

SECTION VI
DISPUTE RESOLUTION

As a condition precedent to termination of this Agreement by one party or to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the dispute and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law. If, as a result of negotiation or alternative dispute resolution, the parties elect to terminate this Agreement, the School Board shall reimburse the County the dollar amount expended from any park impact fees that the County contributed in the construction of the fueling facility and the parties shall further negotiate the return of any other funds contributed by the County pursuant to this Agreement.

SECTION VII
ASSIGNMENT

No assignment, delegation, transfer, or novation of this Interlocal Agreement or part hereof, shall be made by either Party unless approved by both the School Board and the County.

IN WITNESS WHEREOF, the County and School Board hereto have set their hands and seals on the date and year indicated.

ATTEST:

By: *James W. Browder*
James W. Browder, Ed. D., Superintendent

THE SCHOOL BOARD OF LEE COUNTY,
FLORIDA

By: *Elinor C. Scricca*
Elinor C. Scricca, Ph.D., Chairman

APPROVED

JUN 14 2005

**SCHOOL BOARD OF
LEE COUNTY**

APPROVED AS TO LEGAL FORM:

By: *Keith B. Martin*
Keith B. Martin, Esquire
School Board Attorney

ATTEST:

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney