

INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND
THE OFFICE OF THE STATE ATTORNEY FOR THE 18TH JUDICIAL CIRCUIT
FOR MOTOR VEHICLE FUEL AND MAINTENANCE SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of July, 2004, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and THE OFFICE OF THE STATE ATTORNEY FOR THE 18TH JUDICIAL CIRCUIT, whose address is 100 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "STATE ATTORNEY".

W I T N E S S E T H:

WHEREAS, the STATE ATTORNEY is desirous of having the COUNTY provide fuel and/or motor vehicle maintenance/repair for their fleet vehicles identified in Exhibit "A" hereto; and

WHEREAS, the COUNTY, through its Fleet Services division has the capabilities of providing both fuel and motor vehicle maintenance/repair to municipalities, other government entities, and non-profit organizations located throughout Seminole County; and

WHEREAS, Chapter 163, Part I, Florida Statutes provides for interlocal agreements between a county and another governmental entity or constitutional officer for the performance of their respective administrative and service functions; and

WHEREAS, the STATE ATTORNEY and COUNTY desire to enter into an interlocal agreement whereby the COUNTY will, on a cost basis, provide fuel and maintain and repair certain of STATE ATTORNEY's motor vehicles under an arrangement of monthly billing and payments; and

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of the parties, and that doing so constitutes a public purpose of both parties,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

Section 1. Recitals. The foregoing recitals are deemed an integral part of this Agreement.

Section 2. Scope of Services Provided by COUNTY. The COUNTY shall provide fuel and perform maintenance and repair services for the STATE ATTORNEY'S vehicles listed in Exhibit "A," which is attached hereto and made a part hereof by this reference. The COUNTY reserves the right to subcontract certain types of work such as body work and some types of transmission work. Such work shall be performed subject to the terms and conditions as may be contained in such COUNTY agreements with providers of fuel, spare parts, and outside services such as paint and body repair and transmission servicing.

Section 3. Compensation. The STATE ATTORNEY agrees to pay to the COUNTY each month an amount representing the cost of those services described in Paragraph 2 above upon receipt of a monthly itemized statement from the COUNTY indicating the number of man hours, the applicable labor rate, fuel costs, parts and materials expended for vehicle and apparatus maintenance in the preceding month. The COUNTY shall impose fees on parts, fuel, and labor, and an administrative fee on parts and fuel that will be payable by the STATE ATTORNEY. Said fees shall be set by the COUNTY from time to time and

memorialized in the form of Exhibit "B" hereto and as amended per the terms of section 8 hereof. The COUNTY will notify the STATE ATTORNEY at least thirty (30) days in advance of any proposed revision to the billed labor rate or the administrative fee. All payments made shall be made in accordance with the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes.

Section 4. Term. The term of this Agreement is continuous, contingent on the mutual satisfaction of both parties. Termination of this Agreement may be accomplished at any time by either party providing thirty (30) days written notice in advance to the other. In the case of termination hereunder, the COUNTY shall only be entitled to payment for services rendered and charges it incurred (including markups, etc.) up to the effective date of termination unless otherwise agreed to by the parties. Likewise, the STATE ATTORNEY shall not be entitled to any additional services beyond the effective date of termination regardless of the status of repair or services of its vehicles unless agreed to in writing.

Section 5. Notices. Whenever either party desires to give notice unto the other concerning any matters of this Agreement, notice may be sent to:

For COUNTY:

Ruth Alfson, Fleet Manager
Seminole County Fleet Services Division
205 W. County Home Rd.
Sanford, FL 32773
Telephone (407) 665-5289

For STATE ATTORNEY:

Debbie Rehder, Executive Director
Office of the State Attorney

100 E. 1st St.
Sanford, FL 32771
(407) 665-6410

The parties may change the designated contact person from time to time by virtue of written notice of same to the other party without the need for formal amendment to this Agreement.

Section 6. Conflict of Interest.

(a) The parties agree that neither they nor persons in their employ or under their control will engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code.

(b) The parties hereby certify to each other that no officer, agent or employee of the respective party has any material interest (defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the parties hereby agree that monies received pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 7. Effective Date. This Agreement shall take effect on the date that it is executed by both parties hereto.

Section 8. Exhibits to Agreement. There shall be two (2) Exhibits to this Agreement. Exhibit "A" shall be the vehicles owned and/or operated by the STATE ATTORNEY and which are to be serviced pursuant to this Agreement. Exhibit "B" shall be the current schedule of hourly service labor rates and administrative fees for contemplated service work and if available, shall identify any flat fees that may apply for certain items of routine maintenance such as oil changes or tire rotations. STATE ATTORNEY shall update the information provided in Exhibit "A" as changes occur. A new Exhibit "A" shall be furnished to the COUNTY within fourteen (14) days of the change. COUNTY shall update the information provided in Exhibit "B" as changes occur. The revised Exhibit "B" shall be furnished to the STATE ATTORNEY fourteen (14) days prior to the effective date of the change. Both Exhibits shall be deemed received three (3) days from the date of mailing, or on the same day of physical transfer if transmitted by hand delivery. No formal amendment to this Agreement shall be required for routine changes to the Exhibits provided; however, that the revised versions shall be attached to each party's copy of this Agreement and shall be deemed incorporated herein by reference.

Section 9. Modifications, Amendment, or Alternations. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith; provided, however, no formal amendment shall be required for mere changes or substitutions of designated contact persons per Section 5

hereof, or with respect to changes in Exhibits "A" and "B" as provided in Section 8 hereof.

Section 10. Construction of Agreement. This Agreement supersedes all previous oral or written understandings related to the subject matter hereof. This Agreement and the Exhibits attached hereto shall constitute the entire agreement between the parties. This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall be an original but all counterparts shall together constitute one and the same instrument. The parties acknowledge that they both had considerable input as to the drafting of this Agreement and that it shall not be construed more favorably against one or the other party by virtue of one party having been the drafter.

SECTION 11. LIABILITY AND INDEMNIFICATION. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, and agents. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida, the consent of the State of Florida, or its agents and agencies to be sued, or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 12. Insurance. STATE ATTORNEY AND COUNTY shall both be responsible for maintaining adequate property, casualty, and personal injury insurance or self insurance coverage against potential claims

by third persons arising from matters relative to the subject matter of this Agreement.

Section 13. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties. The parties are to be and shall remain independent contractors with respect to all services performed under this Agreement.

Section 14. Third Party Beneficiaries and Assignments. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue under, or by reason hereof, to or for the benefit of any third party not a formal party hereto. Neither party shall assign its rights or obligations hereunder without the written consent of the other party.

Section 15. Equal Opportunity Employment. The parties agree that they will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and

the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

Section 17. Interpretations. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement including exhibits or attachments hereto, this Agreement shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

Section 18. Force Majeure. In the event any party hereunder fails to satisfy in a timely manner any requirements imposed by this Agreement due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

Section 19. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared severable.

Section 20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

Section 21. Public Records. Each party shall allow public access to all documents, papers, letters, or other materials which have been

made or received in conjunction with this Agreement in accordance with Chapter 119, Florida Statutes.

Section 22. Records and Audits. The parties agree to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection.

Section 23. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating to the acts contemplated to be performed herein including those now in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 24. Dispute Resolution and Litigation. Disputes shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect from time to time or pursuant to provisions of Chapter 164, Florida Statutes. Neither party shall commence any litigation until all efforts at alternative dispute resolution shall have been exhausted. In the event of litigation, both parties shall bear their own attorney's fees and costs.

Section 25. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

OFFICE OF THE STATE ATTORNEY
EIGHTEENTH JUDICIAL CIRCUIT

Carol J. [Signature]
Witness
[Signature]
Witness

By: [Signature]
NORMAN R. WOLFINGER
State Attorney
Date: 7/12/04

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman
Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

[Signature]
County Attorney
AWS/lpk
6/25/04
fleet agt w/SAO

Attachments:

- Exhibit "A" - State Attorney Vehicle List
- Exhibit "B" - Rate Schedule

EXHIBIT A

1. 2000 Ford Crown Victoria; VIN: 2FAFP73W2YX214649
2. 2002 Buick Century; VIN: 2G4WS52J721235750
3. 2002 Buick Century; VIN: 2G4WS52J621236856
4. 2003 Buick Century; VIN: 2G4WS52J331271257
5. 2001 Ford Taurus; VIN: 1FAFP52211A236630
6. 2002 Buick Century; VIN: 2G4WS52J821259460
7. 2000 Ford Taurus; VIN: 1FAFP5225YA233174

EXHIBIT "B"

CURRENT SCHEDULE OF RATES AND CHARGES

Labor Charges - \$33.44 per hour

Parts - pass through, i.e. billed at cost to County

Outside Services - pass through at cost to County

Administrative Fee - 10% of total parts and labor
which shall apply to all billings