

INTERLOCAL AGREEMENT FOR THE MAINTENANCE OR REPAIR OF BUS DRIVES

THIS AGREEMENT made this 17th day of December, 2021, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" and the **COLUMBIA COUNTY SCHOOL BOARD**, a public agency of the State of Florida, hereinafter referred to as the "School Board".

WHEREAS, the School Board provides busses for the transportation of thousands of Columbia County students from and to their homes each morning and afternoon during the school year, all of which constitutes a public purpose;

WHEREAS, from time to time, in furtherance of its bussing efforts, the School Board's busses are required to leave the public right-of-way to complete a route or for purposes of overnight storage of busses when not in use;

WHEREAS, the County's Public Works department has manpower, equipment, and materials and the ability to perform maintenance and repair work on roadways, including private property, where such work serves a legitimate public purpose; and

WHEREAS, from time to time the School Board encounters a need to make improvements or repairs to private property to ensure continuous, safe, and reliable bus service is available to the students of Columbia County, but lacks the manpower, equipment, and materials necessary to economically and efficiently complete said work.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. **RECITALS INCORPORATED.** The recitals above are true and correct and are incorporated herein by reference.
2. **COMPLETION OF IMPROVEMENTS OR REPAIRS TO PRIVATE PROPERTY**
From time to time and as requested by the School Board pursuant to and in compliance with the requirements of this Agreement, the County may complete improvements or repairs to private property when the same is necessary to the continuous, safe, and reliable provision of bussing services to the students of Columbia County. When requested pursuant to this Agreement through the School Board, such work shall presumptively serve a legitimate public purpose. The County shall retain the right to decline performance of improvements or repairs for any reason, and declining to perform any improvement or repair shall not constitute a breach of this Agreement.
3. **REQUIREMENTS FOR REQUESTS FOR WORK** Any requests for work pursuant to this Agreement from the School Board to the County:

- a. Shall be in writing and signed by a representative authorized by the Superintendent of Schools to make requests on behalf of the School Board
- b. Shall identify with reasonable certainty the location of the private property where work is requested to be completed, including identification of the owner(s) and the Parcel Identification Number(s) as assigned by the Columbia County Property Appraiser's office. When practical, a sketch or photographs of the area for repair or improvement should be provided with the request.
- c. Shall include a written authorization from each fee owner of the affected private property or properties, specifically authorizing Columbia County, Florida, to enter said property for completion of work to facilitate school bus access.
- d. Shall include the name or names of all School Board personnel with knowledge of the request who can provide supplemental guidance to the County in completion of the work.

4. **EFFECTIVE DATE.** Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Columbia County.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officials on the date set forth above.

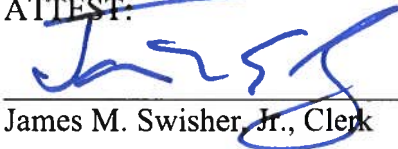
**COLUMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**



Rocky Ford, Chair

Robert Hilling Swisher

ATTEST:



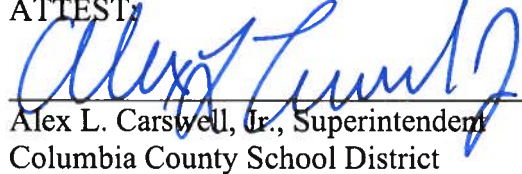
James M. Swisher, Jr., Clerk

**COLUMBIA COUNTY
SCHOOL BOARD**



, Chair

ATTEST:



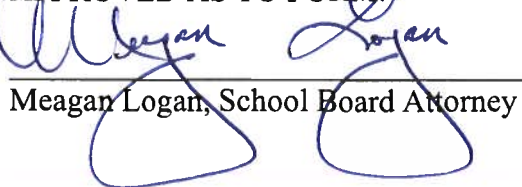
Alex L. Carswell, Jr., Superintendent
Columbia County School District

APPROVED AS TO FORM:



Joel F. Foreman, County Attorney

APPROVED AS TO FORM:



Meagan Logan, School Board Attorney