

# CONTRACT FORM

I.

Name: Interlocal Agreement

Description: BCC/CC School District -  
use of equipment owned by BCC  
to CC School District

Category (circle one):

Building -Office Space Agreements

Interlocal Government Agreements

Recreation Agreements

Construction Agreements

Maintenance Agreements

Service Agreements

Employment Agreements

Professional Service Agreements

Start Date: 7-17-14 End Date: NONE

Auto Review (circle one):                      Yes                      No

Review every \_\_\_\_\_ months.

**INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA AND  
COLUMBIA COUNTY SCHOOL DISTRICT**

**THIS INTERLOCAL AGREEMENT** made and entered into this 17 day of July, 2014, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein "County"), and the **COLUMBIA COUNTY SCHOOL DISTRICT**, whose mailing address is 372 West Duval Street, Lake City, Florida 32055, (herein "District"), all of the foregoing may be collectively called "the parties," and pursuant to Section 163.01, Florida Statutes, the parties agree as follows:

**RECITALS**

- A. County is a political subdivision of the State of Florida and a charter county as that term is used in Article VIII, Section 1(f), *Florida Constitution*.
- B. County has been given its home rule powers by the *Florida Constitution*, Section 125.01, Florida Statutes, and other provisions of Florida Law.
- C. District is a school board district of the State of Florida.
- D. District is empowered to provide recreational facilities, including those described herein, within the District.
- E. The parties desire to work together to provide recreational facilities within Columbia County, Florida, for students and citizens of the County and District.
- F. County and District each find that coordination and cooperation in the area of providing recreational facilities, including those described herein is prudent and efficient, as well as necessary to achieving their mutual goals in providing for the residents and citizens of Columbia County.
- G. The parties have reached an agreement between them as to a way and method to reach their mutual goals and wish to finalize such agreement by memorializing it in writing and thereby creating a legally enforceable obligation for both parties.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. From time-to-time the County and District have needs for specialized equipment that is owned by the other party.
3. From time-to-time the County and District have needs for specialized personnel employed by the other party.
4. The County and District agree that it is in the best interest of the citizens of Columbia County to loan specialized equipment and/or personnel from time-to-time to make various repairs and/or improvements to facilities owned by the County or District.
5. Upon loan of the equipment the County and District shall ensure the equipment is properly repaired and maintained and operated only by qualified operators for which the County and District shall assume full responsibility and liability therefore.
6. This Agreement shall become effective immediately after it has been executed by all parties, and the Agreement filed with the Clerk of the Circuit Court in Columbia County, Florida, pursuant to Section 163.01(11), Florida Statutes, (herein "effective date).
7. The term of this Agreement shall run from the effective date of the Agreement until cancelled by either party.
8. No portion of this Agreement may be terminated, cancelled, amended, revoked or abandoned except through a written agreement executed by the parties with the same formalities as this Agreement.
9. The provisions of this Agreement are for the sole and exclusive benefit of the County, the District, and the residents and citizens of Columbia County, and no provision of this Agreement shall be deemed for the benefit of other persons or entities except by or through the County or District.
10. Any and all notices, requests, or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, or by registered mail posted prior to the expiration date of such notice, return receipt requested and first class postage prepaid, as follows:

To the County:       County Manager Post Office Box 1529  
Lake City, Florida 32056-1529

To the District:       Columbia County School District 372 West Duval St.  
Lake City, Florida 32055.

11. This Agreement will be governed and construed and enforced in accordance with the laws of the State of Florida.

12. Notwithstanding anything else herein to the contrary, nothing in the Agreement is intended or is to be construed as a waiver of either party's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.

EXECUTED by the County on this 17<sup>th</sup> day of July, 2014.

**COLUMBIA COUNTY, FLORIDA**

By: [Signature]  
Ronald W. Williams, Chairman  
Board of County Commissioners

ATTEST: P. DeWitt Cason  
P. DeWitt Cason, Clerk of Courts (SEAL)

EXECUTED by the District this 12<sup>th</sup> day of August, 2014.

**COLUMBIA COUNTY SCHOOL DISTRICT**

By: Keith Hudson

Print: Keith Hudson

Title: Board Chairman