



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 12/6/2024 Meeting Date: 12/12/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

George Thomas, Mayor of Fort White, has requested the Commission consider an agreement for the conveyance and reversion of equipment (the Dump truck and backhoe).

2. Recommended Motion/Action:

Approve Agreement

3. Fiscal impact on current budget.

This item has no effect on the current budget.

AGREEMENT FOR THE CONVEYANCE AND REVERSION OF EQUIPMENT

THIS AGREEMENT is entered into this ____ day of _____ 2024, 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 the “County”), and **THE TOWN OF FORT WHITE, FLORIDA**, a Florida municipality having a mailing address of 118 SW Wilson Springs Road, Fort White, Florida 32038 (herein the “Town”).

WHEREAS, the County currently owns two items of heavy equipment identified generically as a rubber-tired backhoe and dump truck, each described in greater detail in this Agreement, collectively referred to as the “equipment”;

WHEREAS, the County purchased the equipment at the request of the Town, with the County agreeing to do so for the mutual benefit of the Town and County;

WHEREAS, the County has previously loaned equipment to other agencies resulting in poor maintenance and loss of the County’s equipment, and the County does not wish to lend the equipment to the Town for fear of similar outcomes;

WHEREAS, the County wishes to convey the equipment to the Town for the Town to own and operate as it sees fit, but subject to certain terms and conditions set forth in this agreement;

WHEREAS, the Town wishes to accept conveyance of the equipment, and agrees and understands that such conveyance shall at all times be subject to this agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, the County and Town agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are true and correct and are incorporated herein.
2. **CONVEYANCE OF EQUIPMENT.** Upon final execution of this agreement, the County shall cause to be conveyed to the Town the following:

Dump Truck

2023 Mack MG642

Serial# 1M2MDBAA4RS012187

Backhoe

2023 Caterpillar 420

Serial# CAT88420TH8T03830

Includes rake and grapple implements

3. **RESTRAINT AGAINST SALE OR OTHER DISPOSITION.** The Town shall not, for any reason, cause the equipment or any part thereof to be sold, traded, transferred, assigned, leased, loaned, surplused, scrapped, or otherwise disposed of without the express written approval of the Columbia County Manager.

4. **INSURANCE AND MAINTENANCE.** For so long as the Town holds title to the equipment, the Town shall see to all required maintenance to keep the equipment in good and serviceable condition, reasonable wear and tear excepted. The Town shall also be responsible for insuring the equipment against loss and liability and will further indemnify the County against any, all, and every claim arising by, from, or through the Town's ownership or operation of the equipment.

5. **OWNERSHIP.** Town agrees to allow County to use said equipment on a temporary basis should County need said equipment to perform work in the Fort White area of the County. County agrees to give Town reasonable notice of requested use. County agrees to be responsible to repair any damage to equipment that occurred during the use by the County. In cases where Town has immediate need of the equipment, a request from the County for equipment use may be prolonged or temporarily denied.

6. **TERM.** The term of this agreement shall run for so long as the equipment or any part thereof is owned by the Town.

7. **AMENDMENT.** This agreement may be modified only through a written amendment, executed with the same formalities as this agreement.

8. **ENTIRE AGREEMENT.** This agreement is the entire agreement between the parties with respect to the matters set forth herein. If this agreement conflicts with another, prior agreement between the parties, then this agreement shall take priority.

9. **SEVERABILITY.** If any part of this agreement is determined to be illegal or unenforceable for any reason, then the remaining parts of this agreement may be severed and enforced accordingly.

10. **NOTICE.** Except as provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via verified electronic mail to the parties' respective official government email addresses provided below. The parties' representatives are:

County: County Manager

david_kraus@columbiacountyfla.com

Post Office Box 1529

Lake City, Florida 32056-1529

Town: Town Mayor
mayor@fortwhitefl.com
118 SW Wilson Springs Road
Fort White, Florida 32038

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

TOWN OF FORT WHITE, FLORIDA

THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, FLORIDA

George Jacob Thomas, Mayor

Tim Murphy, Chair

Attest:

Attest:

Connie Brecheen, Town Clerk

James M. Swisher, Jr., Clerk

Approved as to Form:

Approved as to Form:

Lindsey Lander, Town Attorney

Joel Foreman, County Attorney