

INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into this _____ day of _____, 2019, by and between Madison County, a political subdivision of the State of Florida (hereinafter the “COUNTY”) and the School Board of Madison County, Florida, a body politic (hereinafter the “SCHOOL BOARD”) (all of the foregoing may be collectively called the “parties”), and pursuant to Section 163.01, Florida Statutes, and the parties agree as follows:

WITNESSETH:

WHEREAS, the COUNTY is a non-charter county and political subdivisions of the State of Florida and enjoys the authority to have and manage roads within its boundaries pursuant to Chapter 336, Florida Statutes, and other applicable provisions of law, as well as its home rule powers as set out in Section 125.01, Florida Statutes; and,

WHEREAS the SCHOOL BOARD is a Florida governmental body which also enjoys home rule powers pursuant to Section 1001.32(2), Florida Statutes and other provisions of law; and,

WHEREAS, there exists a certain road located within the COUNTY named NE Empress Tree Avenue, a part of which is described as follows:

All of that portion of the right-of-way of NE Empress Tree Avenue lying south of the intersection of NE Empress Tree Avenue and NE School Street and north of the intersection of NE Empress Tree Avenue and NE Allen Street.

(the above described part of NE Empress Tree Avenue, and no other part of NE Empress Tree Avenue, shall be referred to hereinafter as the “ROAD”); and,

WHEREAS, the ROAD is presently part of the COUNTY’s road system; and,

WHEREAS, the SCHOOL BOARD operates a public school in the COUNTY named the Pinetta Elementary School (hereinafter the “SCHOOL”) which is located at 135 Empress Tree

Ave, Pinetta, Florida 32350; and,

WHEREAS, the ROAD is adjacent to the SCHOOL and is presently used by the SCHOOL BOARD for the loading and unloading of school busses and other vehicles transporting students to and from the SCHOOL; and,

WHEREAS, the SCHOOL BOARD has requested that the COUNTY transfer the control, operation and maintenance of the ROAD to the SCHOOL BOARD so that the SCHOOL BOARD can maintain and improve security at the SCHOOL; and,

WHEREAS, the COUNTY and SCHOOL BOARD have agreed to such transfer on the terms and conditions set out herein; and,

WHEREAS, the parties are empowered to cooperate between themselves in the exercise of their powers where such exercise will benefit the parties; and,

WHEREAS, the parties wish to enact this interlocal agreement to set out their binding contractual obligations with respect thereto; and,

WHEREAS, the governing boards of each of the parties has voted to enter into this agreement.

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 this reference.
2. During the term of this agreement the SCHOOL BOARD shall, at the SCHOOL BOARD's sole expense, have exclusive control of the ROAD. Such control shall include, without limitation by enumeration, the right and ability to:
 - A. Fence (including the installation of gates) the perimeter of the right-of-way of the

ROAD;

- B. Close the ROAD to vehicle and pedestrian traffic at certain times and from time to time;
 - C. At the times the ROAD is open, limit the number and types of vehicles and pedestrians which may use the ROAD; and
 - D. Exclude persons and vehicles from the ROAD to the same extent as the SCHOOL BOARD may exclude persons and vehicles from the SCHOOL. It is the intent of both the COUNTY and the SCHOOL BOARD that during the term of this agreement, the ROAD be considered part of the campus or grounds of the SCHOOL for the purposes of Section 810.097, Florida Statutes.
3. During the term of this agreement the SCHOOL BOARD shall, at the SCHOOL BOARD's sole expense, provide the usual and customary care, repairs and maintenance to the ROAD including any necessary patching and re-paving of the roadbed, placing and replacing all signage and mowing and grounds keeping of the right-of-way. Further, the SCHOOL BOARD shall be responsible for and shall pay for any repairs or replacements which are occasioned or made necessary by reason of the use of the ROAD by the SCHOOL BOARD or its officers, agents, employees, students or visitors. Upon the expiration or termination of this agreement, the SCHOOL BOARD shall surrender possession of the ROAD to the COUNTY in as good order and condition as the ROAD was in at the beginning of the term of this agreement, ordinary wear and tear thereof excepted.
4. Unless terminated earlier as provided herein:
- A. The term of this agreement shall be from its effective date until June 30, 2020;

- B. Thirty (30) days prior to the last day of its term, this agreement shall be renewed on the same terms and conditions as set out herein, for an additional and successive one (1) year (July 1 - June 30) term, immediately following such renewal; and,
- C. This agreement shall be likewise renewed each and every year thereafter.
5. This agreement and/or any renewal thereof, may be unilaterally terminated by either party at any time, for any or no reason, upon giving the other party not less than six (6) months prior written notice thereof. Upon such termination, the parties shall execute and file an amendment of this agreement terminating this agreement as provided in paragraph 15 hereof.
6. The ROAD is being provided “as is, where is” with all faults. The COUNTY has not investigated the condition of the ROAD and does not make any representations concerning the fitness or condition of the ROAD for the SCHOOL BOARD’s intended use, the condition of the title to the ROAD, the boundary line between the ROAD and any adjacent properties or any other matter. Further, the COUNTY has not authorized anyone else to make any representations concerning the fitness or condition of the ROAD and should anyone have made any such representations concerning the fitness or condition of the ROAD, all such representations are hereby disclaimed. The COUNTY disclaims all warranties (both express and implied) concerning the ROAD to the fullest extent allowed by law.
7. The SCHOOL BOARD has inspected the ROAD and made its decision to enter into this agreement based solely on its own inspection and knowledge of the ROAD.
8. The SCHOOL BOARD shall permit the COUNTY or its agents, representatives or

employees to inspect the ROAD at reasonable time and places and with prior notice to the SCHOOL BOARD.

9. The SCHOOL BOARD shall defend, indemnify and hold harmless the COUNTY and its officers, employees, agents, contractors and assigns, in both their official and individual capacities (collectively, "Indemnified Parties") from and against all third party allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) ("Claims") which arise out of or relate to this agreement and/or the ROAD, including, without limitation, any economic loss, loss or damage to property or the personal injury or death of any person, except to the extent that such losses result from, in whole or in part, the negligence, unlawful or wrongful acts of the Indemnified Parties or any other person acting in concert with them. This provision shall survive the expiration or termination of this agreement.
10. The SCHOOL BOARD shall not use the ROAD or permit anything to be done in or about the ROAD which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The SCHOOL BOARD shall, at its sole expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, relating to, or affecting the condition, use or occupancy of the ROAD.
11. This agreement is between COUNTY and the SCHOOL BOARD and shall not be interpreted to be for the benefit of any other party or entity (including, without limitation, the employees and students of the SCHOOL BOARD).

12. Neither the SCHOOL BOARD nor its officers, employees, agents or contractors shall be an agent of the COUNTY nor have any authority with respect to any matter or in any manner to obligate or commit the COUNTY by contract or otherwise.
13. This agreement shall not be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, which may be enjoyed by the parties.
14. This agreement is made in the State of Florida and shall be governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document executed with all the formalities of this document. Each party has had equal input into the drafting of this agreement and this agreement shall not be construed against either party. The parties hereby acknowledge that they are both represented herein by the law firm of Davis, Schnitker, Reeves & Browning, P.A., and pursuant to Rule 4-1.7 of the Rules Regulating the Florida Bar, each consent to such representation and waive any potential conflict created thereby. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. This agreement may not be assigned or delegated by either party without the prior written consent of the other party.
15. This Interlocal Agreement and any amendment thereto shall become effective only upon execution by all parties and its filing with the Clerk of the Circuit Court for Madison County pursuant to Section 163.01(11), Florida Statutes.

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF, the Board of County Commissioners of Madison County, Florida, and the School Board of Madison County, Florida, have entered into this Interlocal Agreement and have caused it to be executed by their duly authorized officers for and in behalf of the parties.

BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, FLORIDA

BY: _____
Its Chair

ATTEST: _____
Clerk

SCHOOL BOARD OF MADISON COUNTY,
FLORIDA

BY: _____
Its Chair

ATTEST: _____
Superintendent