

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2011, between the **SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA**, hereinafter referred to as the "School Board" and **ST. LUCIE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County."

WHEREAS, the County is currently renovating the terminal and U.S. Customs facility at the St. Lucie County International Airport, hereinafter referred to as the "Project"; and,

WHEREAS, in conjunction with the Project, it will be necessary for the County to temporarily relocate the Airport Division and U.S. Customs offices until the Project is completed; and,

WHEREAS, the School Board has several portable buildings available for use by the County as temporary offices for the Airport Division and U.S. Customs during the Project.

IN CONSIDERATION OF THE MUTUAL BENEFITS received by each party, the parties hereto mutually agree as follows:

1. **General.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no premises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

2. **Purpose and Intent.** It is the intent of the parties to provide for the County to use two (2) portable buildings owned by the School Board, hereinafter referred to as the "Portables", to provide office space for the Airport Division administration and U.S. Customs staff during the Project, and only for that purpose.

3. **County Responsibilities.** The County's responsibilities hereunder shall be as follows:

A. Relocate the Portables from School Board property to the St. Lucie County International Airport at the County's expense using the relocation contractor under contract with the School Board no later than

September 15, 2011.

B. Pay any and all utilities expenses arising from the County's use of the Portables during the term of this Agreement, including but not limited to connection and disconnection charges.

C. Assume all responsibility for any and all licenses, clearances, permits and other certificates as may be required for the County's lawful movement, operation, use, possession and occupancy of the Portables. The County agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Portables.

D. Maintain the Portables in a clean and working condition during the term of this Agreement, normal wear and tear excepted, and shall not make any alterations, improvements additions to the Portables without the School Board's prior written consent.

E. Provide the School Board with access to the Portables for inspection at any reasonable time.

F. Designate a Project Manager for purposes of this Agreement.

G. At the end of the term of the Agreement or upon termination as provided in Section 6, the County shall be responsible for relocating the Portables from St. Lucie County International Airport to the school location in St. Lucie County designated by the School Board at the County's sole expense using the relocation contractor under contract with the School Board. Such relocation shall be completed prior to the end of the term of the Agreement or termination of the Agreement.

5. **School Board Responsibilities.** The School Board's responsibilities hereunder shall be as follows:

A. Provide two portables to the County for use as herein provided. Portables are provided to County "AS IS". **THE SCHOOL BOARD MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR**

IMPLIED, RELATING TO THE PORTABLES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PORTABLES, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE.

B. Designate a Project Manager for purposes of this Agreement.

6. **Term; Termination:** This Agreement shall be effective beginning September 6, 2011 and ending upon completion of the Project, currently estimated to be on or before June 30, 2013. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other.

7. **Damages:** Except for normal wear and tear, the County shall repair all damages to the Portables (including, but not limited to, water infiltration). The County shall provide the School Board contact prior notice of any such repairs. Any repairs are subject to the approval of the Superintendent or his designee. The County shall notify the School Board contact promptly of any possible structural issues or wear issues as soon as possible.

8. **Cleaning:** The School Board reserves the right to charge a \$50 cleaning fee per each Portable. This fee shall not be charged if the Portables are returned in a clean condition, as determined by the School Board.

9. **Liability for Damage or Injury:** The School Board shall not be liable for any damage or injury which may be sustained by any party or persons in the Portables or surrounding area. The School Board shall not be liable for any damage or injury which may be sustained by any party or persons in the Portables or surrounding area, other than the damage or injury caused solely by the negligence of the School Board.

10. **Damage or Destruction of Portables:** From the time the Portables are taken from the school campus until the time returned to the School Board, the County assumes all risk of loss or damage to the Portables. Subject to Section 18B, should Portables damaged be capable of repair, the County shall cause the Portable(s) to be repaired and restored to its condition existing prior to such damage, at County's sole expense. The County shall be entitled to the benefit of the proceeds from any insurance recovery received by the School Board, up to an

amount equal to that paid to School Board pursuant to this paragraph. Any repairs shall be subject to the approval of the Superintendent of Schools or his designee.

11. **COMPLETE UNDERSTANDING.** This Agreement contains the complete understanding of the parties, notwithstanding any previously written or oral understandings between the parties on the same subject.

12. **NOTICES.** Any notice, payment, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

As to School Board:

Superintendent of Schools
4204 Okeechobee Road
Fort Pierce, Florida 34947-4514

With copy to:

School Board Attorney
Gonano & Harrell
TD Bank Building
1600 S. Federal Hwy., Ste. 200
Fort Pierce, FL 34950

As to County:

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

With copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 34982

or to such address other address as the parties may from time to time specify in writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

13. **AMENDMENTS.** No amendment, modification, or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed, and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other condition or subsequent breach whether of a like or different nature.

14. **FURTHER DOCUMENTS.** The parties agree to execute and deliver such further instrument and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

15. **SECTION CAPTIONS.** Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent, or intent of this Agreement or any provision hereof.

16. **SEVERABILITY.** Each provision of the Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

17. **GOVERNING LAW.** This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of Florida.

18. **WAIVER AND INDEMNIFICATION.**

A. The School Board shall not be responsible for any loss or damage upon or about the Portables in the County's possession and any injuries to the County, the County's agents and third parties.

B. Subject to the provisions of Section 768.28, Florida Statutes, the County agrees to indemnify and hold harmless the School Board from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of the County's negligence in the maintenance, possession or use of the Portables by the County, its employees, agents or any person invited, suffered or permitted by the County to use or be in, on or about the Portables, and any theft or destruction of, or damage to, the Portables.

20. **Insurance.** The County shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Portables in an amount not less than the full replacement value thereof, naming School Board as loss payee of the proceeds. All insurance shall be in a form satisfactory to the School Board and shall not be subject to cancellation without thirty (30) days prior written notice to School Board. The County shall deliver to the School Board insurance policies, or evidence of insurance related thereto, meeting the requirements of this paragraph.

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21. **Assignment.** The County will not assign, convey, transfer, or hypothecate its interest, or any part thereof, in and to this Agreement or the Portables, whether voluntarily or involuntarily, without the prior written consent of the School Board.

22. **Net Agreement.** The County expressly understands and agrees that the School Board shall not in any manner whatsoever be responsible or liable for any cost or expense incurred by the County in any of the development, operation, or maintenance of the Portables, nor for any fee, levy, or assessment, upon the Portables during the term of this Agreement, and any and all such costs and expenses shall be the sole responsibility and obligation of the County. The County agrees that this Agreement shall be a completely net Agreement for the School Board; that the School Board shall not be responsible during the term of this Agreement for any cost, damage, expense, or outlay of any nature whatsoever arising from or relating to the Portables; and that the County shall pay all charges, impositions, fees, levies, assessments, costs, and expenses of every nature and kind relating to the Portables and the development, operation, and maintenance by the County of the Portables. The County will not suffer or permit any construction lien or other lien for work, labor, services, or materials to be attached to the Portables or any part thereof or to any building or improvement constructed thereon.

23. **County's Personal Property.** At the end of the term of the Agreement or upon termination as provided in Section 6, the County shall remove all personal property of the County from the Portables provided that, if any personal property shall remain located in the Portables at the time of return delivery of the Portables, the County consents to the School Board's possession and disposal or destruction of such personal property without notice or accounting to the County, the costs and expenses of which disposal or destruction, including reasonable attorneys' costs related thereto, shall be reimbursed by the County.

24. **Hazardous Materials.** The County agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Portables.

25. **FILING; AMENDMENT.** This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness. This Agreement may only be amended by written document signed by all parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this _____ day of _____, 2011.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Chairman

**APPROVED AS TO FORM AND
CORRECTNESS:**

By: _____
County Attorney

ATTEST:

**SCHOOL BOARD OF ST. LUCIE COUNTY,
FLORIDA**

By: _____
Michael Lannon, Superintendent
and Ex Officio Secretary

By: _____
Chairman

**APPROVED AS TO FORM AND
CORRECTNESS:**

By: _____
School Board Attorney