

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, between the **SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA**, hereinafter referred to as the “School Board” and **ST. LUCIE COUNTY SHERIFF’S OFFICE**, hereinafter referred to as the “Sheriff.”

**WHEREAS**, the Sheriff is in need of a structure for use as a substation at the St. Lucie County Fairgrounds, hereinafter referred to as the “Fairgrounds”; and,

**WHEREAS**, the School Board has a surplus portable building available for use by the Sheriff as a temporary substation.

**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 promises, 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 Sheriff to use one (1) portable building owned by the School Board, hereinafter referred to as the “Portable”, to provide for a substation at the Fairgrounds, and only for that purpose.

3. **Sheriff’s Responsibilities.** The Sheriff’s responsibilities hereunder shall be as follows:

A. Relocate the Portable from School Board property to the Fairgrounds at the Sheriff’s expense using the Sheriff’s choice of relocation contractor, at a time as soon as reasonably practicable after the execution of this Agreement.

B. Pay any and all utilities expenses arising from the Sheriff’s use of the Portable 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 Sheriff’s lawful movement, operation, use, possession and occupancy of the Portable. The Sheriff 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 Portable.

D. Maintain the Portable 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 Portable without the School Board's prior written consent.

E. Provide the School Board with access to the Portable 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 Sheriff shall be responsible for relocating the Portable from the Fairgroundsto the school location in St. Lucie County designated by the School Board at the Sheriff's sole expense using the relocation contractor of the Sheriff's choice. 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 one (1) Portable to the Sheriff for use as herein provided. The Portable is provided to the Sheriff "AS IS". **THE SCHOOL BOARD MAKES NOWARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE PORTABLE, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PORTABLE, ITS 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 February 14, 2012 through and including January 31, 2017. 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 Sheriff shall repair all damages to the Portable (including, but not limited to, water infiltration). The Sheriff 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 Sheriff 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. This fee shall not be charged if the Portable is 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 Portable 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 Portable 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 Portable is taken from the school campus until the time returned to the School Board, the Sheriff assumes all risk of loss or damage to the Portable. Subject to Section 18B, should the Portable damaged be capable of repair, the Sheriff shall cause the Portable to be repaired and restored to its condition existing prior to such damage, at Sheriff's sole expense. The Sheriff 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 Sheriff:

Sheriff Ken Mascara  
St. Lucie County Sheriff  
4700 W. Midway Rd.  
Fort Pierce, Florida 34981

With copy to:

Adam Fetterman  
General Counsel, St. Lucie County Sheriff  
4700 W. Midway Rd.  
Fort Pierce, Florida 34981

or to such 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 instruments 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 Portable in the Sheriff's possession and any injuries to the Sheriff, the Sheriff's agents and third parties.

B. Subject to the provisions of Section 768.28, Florida Statutes, the Sheriff 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 Sheriff's negligence in the maintenance, possession or use of the Portable by the Sheriff, its employees, agents or any person invited, suffered or permitted by the Sheriff to use or be in, on or about the Portable, and any theft or destruction of, or damage to, the Portable.

20. **Insurance.** The Sheriff shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Portable 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 Sheriff shall deliver to the School Board insurance policies, or evidence of insurance related thereto, meeting the requirements of this paragraph.

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

22. **Net Agreement.** The Sheriff 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 Sheriff in any of the development, operation, or maintenance of the Portable, nor for any fee, levy, or assessment, upon the Portable during the term of this Agreement, and any and all such costs and expenses shall be the sole responsibility and obligation of the Sheriff. The Sheriff 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 Portable; and that the Sheriff shall pay all charges, impositions, fees, levies, assessments, costs, and expenses of every nature and kind relating to the Portable and the development, operation, and maintenance by the Sheriff of the Portable. The Sheriff will not suffer or permit any construction lien or other lien for work, labor, services, or materials to be attached to the Portable or any part thereof or to any building or improvement constructed thereon.

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

24. **Hazardous Materials.** The Sheriff agrees that no 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 Portable.

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 \_\_\_\_\_, 2012.

ATTEST:

**ST. LUCIE COUNTY SHERIFF  
KEN J. MASCARA**

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Sheriff

**APPROVED AS TO FORM AND**

**CORRECTNESS:**

**By:** \_\_\_\_\_  
**Sheriff's 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**