

**INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA,
AND THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, FOR USE
OF CLAY COUNTY'S RADIO SYSTEM**

THIS INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA, AND THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, FOR USE OF CLAY COUNTY'S RADIO SYSTEM ("Agreement"), is made and entered into this 9th day of August, 2022, by and between Clay County, a political subdivision of the State of Florida (the "County"), and The School Board of Clay County, Florida, a body corporate and political subdivision of the State of Florida ("School Board").

RECITALS

WHEREAS, Chapter 163, *Florida Statutes*, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, on April 1, 2016, the County and Motorola Solutions, Inc. ("Motorola"), entered into that certain 800 MHz Public Safety Radio System Agreement, designated by the County as Clay County Agreement/Contract No. 2015/2016-85, as amended, for the purchase and implementation of an 800 MHz Public Safety Radio System ("Radio System Agreement"); and

WHEREAS, in accordance with the Radio System Agreement, the County owns and operates an 800 MHz Public Safety Radio Communications System, together with the Microwave System supporting same ("Radio System") that is used by the County and public law enforcement and safety services or entities dispatched by the County or authorized by the County to use the Radio System; and

WHEREAS, the Radio System includes the Tower Sites, equipment shelters, real property, equipment, software, and incidental hardware and materials that are combined together into an integrated system, including, but not limited to the P25 equipment; and

WHEREAS, on December 8, 2020, the County and Motorola entered into that certain Agreement for Public Safety Radio Tower Equipment Shelter

Upgrades, designated by the County as Clay County Agreement/Contract No. 2020/2021-78, for the complete replacement of the County's radio tower equipment communication shelters at the designated tower sites to include MSB 12' x 16' shelter, 50 kW outdoor generator, 500 gallon LP tank, UPS, HVAC and backup HVAC, Cam Locks, upgraded tower lights (at the designated tower site locations), and remote monitoring; and

WHEREAS, the School Board's current radio dispatch system used by its Transportation Department is inadequate in terms of technology, efficiency, coverage, uniformity, and interoperability; and

WHEREAS, the School Board is preparing to implement a new and improved radio dispatch system for its school bus transportation program and has requested the County's approval to connect with and share use of the Radio System to facilitate the School Board's communication upgrades; and

WHEREAS, the School Board will purchase all of the necessary equipment and services needed to use the Radio System; and

WHEREAS, the Radio System is capable of expansion to support the needs of the School District; and

WHEREAS, acquiring, implementing, operating, and maintaining a brand new, standalone radio system by the School District would entail undue time, complexity, complications, and excessive cost for the School Board; and

WHEREAS, the parties wish to set forth uniform terms and conditions that encompass the School Board's use of the Radio System for its school bus transportation program and utilization of the District's transportation system in times of countywide emergency and evacuation.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised, and agreed by the parties hereto as follows:

1. Florida Interlocal Cooperation Act. This Agreement is entered into pursuant to the provisions of Section 163.01, *Florida Statutes*, commonly known as the "Florida Interlocal Cooperation Act of 1969", and all applicable portions of

the Act are made a part hereof and incorporated herein as if set forth in full, including, but not limited to the following specific provisions:

a. All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

b. This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

c. As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), *Florida Statutes*, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.

2. Purpose and Scope of Use.

a. The parties desire to mutually enter into an agreement allowing The School Board of Clay County's School Bus Transportation Department to have access to and to, connect with, and use the County's Radio System. Such an arrangement will allow for a moderately priced efficient way for the School Board's Radio Dispatch System to modernize its abilities while enhancing its communications capabilities between various buses and also between the County and the Clay County School District, when needed.

b. This Agreement addresses the School Board's integration and use of the Radio System (the "Services"). The School Board's use of the Radio System enhances its school bus transportation program and communications involving transportation during emergency type events, including, but not limited to, countywide evacuations and disaster recovery.

c. The County agrees that the School Board shall be entitled to operate up to 256 mobile and/or portable radios and 2 consoles on the Radio System with up to 5 talk groups/channels. Any change or modification to the scope of this utilization shall be at the County's discretion and must be approved by the MIS Director, or designee. Any costs associated with an approved change or modification shall be accounted for either during the annual review addressed in paragraph 6d or by an amendment to this Agreement.

d. The School Board agrees and hereby acknowledges that the School Board's use of the Radio System shall be on an "AS IS" basis. The County owns the Radio System; nothing contained herein shall vest the School Board with any right of Radio System ownership. The County shall put forth its best efforts to manage an operable Radio System. The County makes no representation or warranty of any kind, express or implied, whatsoever in this Agreement, including, without limitation, radio coverage or backhaul reliability warranties or commitments.

e. The School Board understands and acknowledges that it shall be responsible to provide all necessary equipment to integrate with the Radio System at its sole cost and expense as further addressed herein and that no equipment will be sold to the School Board under this Agreement.

f. The County shall maintain ownership, management, operation, and decision-making rights over the Radio System and shall be solely responsible for managing, operating, and maintaining the Radio System infrastructure. The County agrees to use its best efforts to manage the Radio System so that it is operable and can be used as contemplated by the parties and as set forth herein for communications by all parties to this Agreement.

g. The Radio System is designed to have user and channel priorities. For instance, in the event of emergency situations, first responder users/channels will generally be assigned a higher priority on the Radio System than other users/channels. The School Board understands and acknowledges that the County shall maintain user and channel priorities at its discretion. However, at no time shall the School Board be denied access to the Radio System. In the event of an emergency, use of the channels assigned to the School Board may be delayed somewhat to allow for prioritizing for first responders. The communication ability of the School Board, though temporarily delayed, will not be denied access.

h. The County will be responsible for the technical configurations, design, and operational aspects of the Radio System. The County shall approve and authorize the School Board's programming and fleet map template for use on the Radio System. Fleet maps will be developed in collaboration between the School Board and County. The School Board's fleet map will be the sole basis for the operation of the School Board's subscriber units on the Radio System.

i. The County retains the sole right to admit any other entity onto the Radio System under a separate agreement.

3. FCC License. The School Board radio communications shall be under the County's Federal Communications Commission (FCC) license, which includes the 800 MHz Public Safety Radio Communications System and the Microwave System.

4. Talk Group Restrictions. To protect the County's public safety operation against traffic congestion and channel access delays due to the School Board's use of the Radio System, the County retains the right to set a limit to the number of simultaneous radio transmissions by the School Board. The limitation will be based on the School Board's radio use and the number of frequencies that may be added to the Radio System to accommodate the additional traffic.

5. Term and Termination.

a. This Agreement shall commence on August 1, 2022 ("Effective Date") and shall remain in full force and effect for a period of five (5) years from the Effective Date until July 31, 2027, or until otherwise terminated as provided herein. This Agreement may be renewed for two additional five (5) year terms if it is deemed to be in the County's best interest to do so and upon mutual signed, written agreement of both parties.

b. This Agreement may be terminated by either party for any reason, with or without cause, by providing written notice to the other party at least 18 months in advance of the specified effective date of the termination. The parties will discuss and agree to work together on a plan for final termination. The School Board shall be responsible for any costs or fees incurred by the County to decommission or disconnect the School Board from the Radio System at the time of termination. The County shall not be responsible for any costs or fees due to termination of the Agreement.

6. Costs, Expenses, and Payment of Fees. In consideration of the use of the Radio System, the School Board agrees to compensate the County for the costs and expenses described herein.

a. **School Board Equipment:** The School Board is solely responsible for the cost and expense of all equipment necessary for the School Board to operate on the Radio System. Such equipment includes, but is not limited to, radios, base stations, consoles, antenna systems, subscribers, accessories, and spares. In the event a subscriber unit acquired by the School Board is lost or stolen, the School Board shall immediately notify the County. The parties shall have full access and use of any excess licenses jointly funded by the parties as part of the Radio System.

b. **Radio System Maintenance and Operation:** The School Board is solely responsible for its proportional share of the ongoing maintenance and operation costs and expenses of the Radio System, which are included in the M&O Fee paid pursuant to paragraph 6d. Such maintenance and operation costs and expenses include, but are not limited to, the following:

i. Maintenance and spare parts, including, but not limited to, base stations and antenna systems.

ii. System software, system licenses, and system cybersecurity upgrades.

iii. Replacement or repair of any equipment added for the purpose of this integration and any of its future enhancements.

iv. Maintenance, repair, and replacement of subscriber equipment including accessories, firmware upgrades, feature enhancements, programming, and fleet mapping.

c. **Radio System Upgrades:** To ensure that the Radio System remains current and able to accommodate new features and capabilities along the way, from time to time, the County may enter into a System Upgrade Agreement (SUA) with Motorola or other similar agreement. Per SUA provisions, Motorola replaces or upgrades certain hardware and software and provides the labor to do so. Additionally, the County may add additional features or functionalities to the Radio System or perform facility improvements such as enhancements in towers and shelters, electrical, HVAC, UPS, generators, etc. As such upgrades are

encompassing and impact the entire Radio System, the School Board agrees to financially contribute toward any upgrades, which costs are included in the Infrastructure Fee paid pursuant to paragraph 6d.

d. M&O and Infrastructure Fees: All payments required under this Agreement shall be made in accordance with the Local Government Prompt Payment Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

i. M&O Fee. The School Board shall pay a maintenance and operation fee annually ("M&O Fee") due August 1 of each year of the Agreement. The M&O Fee for the first year of the Agreement shall be \$75,000.00 based on the School Board's proportional share of the ongoing maintenance and operation costs and expenses of the Radio System. The M&O Fee for each subsequent year of the Agreement shall be automatically adjusted to the School Board's proportional share of the ongoing maintenance and operation costs and expenses of the Radio System for the previous year based on an annual review by the County. The adjusted amount of the M&O Fee shall be provided by the County to the School Board on or before June 1 of each year during the term of the Agreement along with a breakdown of the maintenance and operation costs and expenses associated with maintenance, operation, equipment, and growth of the parties.

ii. Infrastructure Fee. The School Board shall pay an infrastructure fee annually ("Infrastructure Fee") due August 1 of each year of the Agreement. The Infrastructure Fee for the first year of the Agreement shall be \$60,000.00 and will be adjusted annually based upon the annual percentage change, if any, in the Consumer Price Index ("CPI") for All Urban Consumers in the South Census Region as last published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS") prior to June 1. In the event BLS ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

7. Equipment Ownership. Any infrastructure equipment installed for the purpose of this integration, as set forth in the Agreement, initially and at any point thereafter, along with all system software will become property of the County upon installation. The School Board shall retain ownership of its subscriber units and consoles. Any legacy equipment, transmission lines, hardware, and antennas located in the County's Tower Sites and which will be decommissioned by the

School Board following full integration into the County's Radio System must be removed by the School Board at its sole cost and expense.

8. Goods and Services. The School Board shall use only goods and services approved by the County. The equipment and services must be compatible on the Radio System. All equipment shall meet or exceed current standards of the Electronic Industries Alliance (EIA) and the Telecommunications Industry Association (TIA), and the rules and regulation of the FCC. Additionally, all equipment shall be the type accepted by the FCC and comply with APCO P25 Standards. All work shall be performed in accordance with applicable industry standards employing manufacture certified hardware, software, and practices. If any work authorized by the School Board is determined to be employing non-certified equipment or services such work shall immediately cease, and if such causes any degradation to the Radio System performance, the School Board shall, at its sole cost and expense, promptly remedy the problem.

9. Regulatory Issues and Compliance.

a. It shall be the responsibility and obligation of the School Board to seek and promptly pay for, as may apply, all approvals including federal, state, county, municipal, or other governmental authority having jurisdiction over the School Board required to enter into this Agreement.

b. The School Board agrees to observe, be financially responsible for, and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the Federal Aviation Administration (FAA) and FCC concerning the performance of this Agreement.

c. The School Board further agrees to operate its radios and any related equipment so as not to cause interference with other users on the Radio System. The School Board recognizes that applicable FAA and FCC rules and other statutes, laws, ordinances, and regulations may change from time to time to which extent the School Board shall be responsible to be familiar and compliant with such.

10. Dispute Resolution. The parties shall resolve all disputes that may arise during the term(s) of this Agreement in accordance with the provisions described in this paragraph.

a. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

b. The County shall have full and final control and authority on all decisions related to technical configuration, design, management, and operational aspects of the Radio System. Any configuration, design, management, or operational issues will be directed to the County's MIS Director, or designee, in writing.

c. This Agreement will not limit any party from taking legal action to protect the public against a threat to its health, safety, and welfare from a situation for which the dispute resolution process specified in this paragraph would not provide an adequate and timely solution. This paragraph will constitute an alternative dispute resolution process for purposes of Section 164.1041(1), *Florida Statutes*.

11. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES.

a. THE COUNTY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH ANY EQUIPMENT UTILIZED UNDER THIS AGREEMENT OR SERVICES PROVIDED BY THE COUNTY, INCLUDING BUT NOT LIMITED TO ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

b. THE SCHOOL BOARD ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN ANY EQUIPMENT UTILIZED UNDER THIS AGREEMENT, INCLUDING MANUFACTURE OR DESIGN, SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT UNDER THE MANUFACTURERS' WARRANTIES AND THAT THE COUNTY SHALL HAVE NO LIABILITY TO THE SCHOOL BOARD IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY EQUIPMENT UTILIZED BY THE SCHOOL BOARD UNDER THIS AGREEMENT.

12. LIMITATIONS OF LIABILITY.

a. THE SCHOOL BOARD UNDERSTANDS AND ACKNOWLEDGES THAT (A) OCCASIONAL INTERRUPTIONS OR IRREGULARITIES IN THE SERVICES MAY OCCUR; AND (B) ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICES IS SPECULATIVE IN NATURE. THE COUNTY SHALL NOT ASSUME RESPONSIBILITY OTHER THAN THAT CONTAINED IN THE AGREEMENT. ACCORDINGLY, THE SCHOOL BOARD AGREES THAT EXCEPT AS LIMITED BY LAW, THE COUNTY'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICES OR TRANSMISSION OF SERVICES PROVIDED BY THE RADIO SYSTEM, THE COUNTY, OR ANY TRANSPORT PROVIDER, OR FOR LOSSES OR DAMAGES ARISING OUT OF FAILURE OF THE COUNTY OR ANY TRANSPORT PROVIDER TO MAINTAIN PROPER STANDARDS OR MAINTENANCE AND OPERATION, SHALL BE AS FOLLOWS:

i. THE COUNTY SHALL NOT IN ANY EVENT BE LIABLE FOR SERVICES OR EQUIPMENT INTERRUPTIONS OR DELAYS IN TRANSMISSION, ERRORS OR DEFECTS IN SERVICES OR EQUIPMENT WHEN CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, DEFAULT OF SUPPLIERS, OR OTHER CAUSES BEYOND THEIR OR ANY CARRIER'S CONTROL.

ii. THE COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGE, ACCIDENT, INJURY OR THE LIKE OCCASIONED BY THE USE OF THE RADIO SYSTEM.

iii. THE COUNTY WILL NOT BE HELD RESPONSIBLE FOR SITE TRUNKING CONDITIONS OR OUTAGES CAUSED BY MUTUALLY AGREED UPON MAINTENANCE TASKS THAT MAY REQUIRE COMPONENTS OF THE RADIO SYSTEM TO GO OFFLINE.

b. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT THE COUNTY WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT,

PUNITIVE, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT.

c. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

13. Default and Remedy.

a. Default. If the School Board fails to comply with provisions of this Agreement; fails to make payments as outlined herein; uses the Radio System in a manner that causes harmful interference with or degradation to the Radio System; configures equipment without the County's authorization; fails to use equipment in accordance with the FCC licensing; interferes with radio frequencies or channels or otherwise causes interference with other users on the Radio System; or fails to comply with applicable rules, laws and regulations, including the FAA and FCC, the County may consider the School Board to be in default and may assert a default claim by giving the School Board a written Notice of Default. The School Board shall have thirty (30) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan to the County describing how and when the default will be cured. The School Board will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan.

b. In the event the School Board fails to cure or the County does not approve the cure plan, the County has the right, at its option, to immediately terminate this Agreement, deny the School Board access to the Radio System and impose separate charges for both disconnection and reconnection expenses. If disconnection takes place, the School Board may also be subject to additional costs for any equipment reprogramming as may be required for reconnection. All of the rights and remedies of the County in the Agreement are cumulative to, and not in lieu of, every other right and remedy in this Agreement and afforded by law and equity.

14. Liability and Indemnification.

a. Each party agrees that it shall be solely responsible for the negligence, willful misconduct, or wrongful acts of its directors, officers, employees, representatives, agents, and volunteers. Notwithstanding anything stated to the contrary in the Agreement, nothing contained herein is intended to serve as a waiver of either parties' sovereign immunity protections nor does it

extend the parties' liability beyond the limits established in Section 768.28, *Florida Statutes*.

b. In the event the Radio System is down and unavailable to the School Board, the School Board shall hold the County harmless only to the extent allowable under Florida Law, particularly Section 768.28, Florida Statute. In such event, the County will exercise due diligence to restore the Radio System as quickly, as reasonably and as practically as possible.

c. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent, staff, or employee of either the County or the School Board of Clay County, Florida in his or her individual capacity, and no member, officer, agent, staff, or employee of the County or the School Board shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

d. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

15. Public Records and Audit.

a. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, *Florida Statutes*), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, *Florida Statutes*, to the extent applicable to the records and documents associated with this Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to either the School Board or to the County.

b. The parties shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement terminates. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, *Florida Statutes*. Each Party to this Agreement, upon written reasonable notice, shall have the right to audit and inspect any records of the other party relating to this Agreement to ensure compliance with the terms of this Agreement.

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

16. Independent Contractor. Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. None of the provisions of this Agreement shall be construed to create, or be interpreted as, a joint venture, partnership or formal business organization of any kind.

17. Notice. Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by certified mail, return receipt requested, postage prepaid, or by any reliable and nationally recognized overnight delivery service, addressed as follows:

To School Board:

The School Board of Clay
County, Florida
900 Walnut Street
Green Cove Springs, Florida 32043
Attention: Superintendent of Schools
Copy to: Transportation Director

To County:

Clay County
477 Houston Street
Post Office Box 1366
Green Cove Springs, Florida 32043
Attention: County Manager
Copy to: County's MIS Director

Notice may also be delivered to such other address as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed as served, made, and effective seventy-two (72) hours after posting.

18. Assignment. Neither party shall assign or otherwise transfer, in whole or in part, any of its rights, duties, or obligations under this Agreement to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld by either party. Any such assignment attempted by either party without such prior written consent shall be null and void.

19. No Third-Party Beneficiaries. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

20. Amendment. The Agreement may only be modified or amended upon mutual written agreement of the County and the School Board. No oral agreements or representation shall be valid or binding upon either party.

21. Further Assurances. Each party agrees that it will execute and deliver to the other promptly upon demand any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.

22. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

23. Attorneys' Fees. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend either party's liability beyond the limits established in Section 768.28, *Florida Statutes*.

24. Waiver. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

25. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such

provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein. In no event shall the either party or its assigns have any cause of actions against the officers or employees of the other party, or against any elected official of either party based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

26. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

27. Counterparts. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

28. Entire Agreement. It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the County and the School Board with respect to the subject matter of this Agreement, and that there are no verbal agreements, representations, warranties, or other understandings affecting the same.

29. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

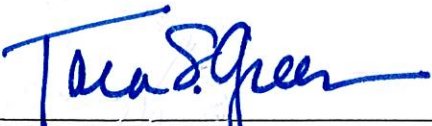
[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.


**CLAY COUNTY, a political subdivision
of the State of Florida**

By: 
WAYNE BOLLA, Chairman

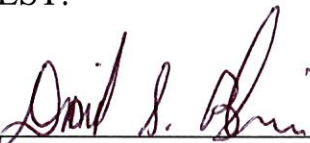
ATTEST:


TARA S. GREEN
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

**THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA**

By: 
MARY BOLLA, Chairperson

ATTEST:


DAVID S. BROSKIE
Superintendent of Schools