

**INTERLOCAL AGREEMENT FOR IMPROVEMENTS
OF SOUTHWEST PECAN STREET
LOCATED ADJACENT TO KEYSTONE HEIGHTS ELEMENTARY**

April THIS INTERLOCAL AGREEMENT is made and entered into this 19 day of *April* ~~November~~, 2022 by and between the KEYSTONE HEIGHTS ELEMENTARY, an elementary school existing under the laws of the State of Florida (“KHE”) acting by and through the Clay County District Schools (“SCHOOL DISTRICT”), and the CITY OF KEYSTONE HEIGHTS, a political subdivision of the State of Florida (“CITY”).

RECITALS

WHEREAS, Southwest Pecan Street is a public street contained within the boundaries of the CITY; and

WHEREAS, KHE desires to close a portion of Southwest Pecan Street during the drop off and pickup times of students each school day (“City Street” identified in attached Exhibit A); and

WHEREAS, KHE agrees to provide certain labor, materials, and equipment necessary to perform install and then operate certain traffic control arms, devices and improvements necessary to close Southwest Pecan Street (the “Project”).

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the CITY and the SCHOOL DISTRICT hereby agree as follows:

1. For purposes of this Interlocal Agreement the term “Act” shall mean Section 163.01, Florida Statutes, commonly known as the Florida Interlocal Cooperation Act of 1969.
2. This Interlocal Agreement is entered into pursuant to the provisions of the Act, and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein.
3. The SCHOOL DISTRICT is responsible for purchasing the traffic control arms, devices and other such improvements necessary to close temporarily each school day Southwest Pecan Street and for maintaining any such improvements.
4. The SCHOOL DISTRICT agrees to provide the labor, material, and equipment necessary to perform install and then operate certain traffic control arms, devices and improvements necessary to close the Project, as is described on Exhibit B. The SCHOOL DISTRICT shall maintain any improvements in good working and aesthetic condition at the SCHOOL DISTRICT’s own expense.
5. In order to schedule this project appropriately, the CITY and the SCHOOL DISTRICT representatives responsible for this Project shall meet prior to order of any materials in order to determine the delivery and work schedule. Thereafter, the SCHOOL DISTRICT will

coordinate the time of delivery of the materials and labor so that the improvement project may be completed in the most expeditious and efficient manner.

6. Within thirty (30) days of the date the parties have coordinated for the delivery of materials the SCHOOL DISTRICT shall complete the Project.

7. This Interlocal Agreement may only be modified by written agreement between the parties and shall remain in effect through May 27, 2022. Upon the expiration of the term of this Interlocal Agreement or any renewal term, this Interlocal Agreement shall automatically renew for a period of twelve calendar months and expire on the last school day the next calendar year. Either party shall have the right to terminate this Interlocal Agreement without cause following thirty (30) days written notice to the other.

8. If this Interlocal Agreement is terminated for any reason, the SCHOOL DISTRICT shall, at the SCHOOL DISTRICT's own expense, remove any traffic control devices or improvements which were installed and constructed pursuant to this Agreement within thirty (30) days and return the CITY's property to the same or better condition as it existed prior to this Agreement.

9. The SCHOOL DISTRICT shall defend, indemnify, and hold harmless the CITY and all its employees, officers, agents and servants with respect to any injury or damages sustained or costs incurred by the SCHOOL DISTRICT or liability to any third party attributable to the CITY arising out of the negligent or willful act or omission of the SCHOOL DISTRICT, its employees, agents or contractors in the performance of this Interlocal Agreement. The indemnification provision set forth herein is subject to and within the limits set forth in Section 768.28, Florida Statutes, and to any other limitations or prohibitions provided by law and shall not be deemed a waiver of the indemnitor's sovereign immunity. With respect to tort liability, the provisions hereof shall not apply to the extent any negligence on the part of the SCHOOL DISTRICT is the proximate cause of the matter(s) to which the indemnification from the CITY to the SCHOOL DISTRICT provided thereunder otherwise would apply.

The CITY shall defend, indemnify, and hold harmless the SCHOOL DISTRICT and all its employees, officers, agents and servants with respect to any injury or damages sustained or costs incurred by the CITY or liability to any third party attributable to the SCHOOL DISTRICT arising out of the negligent or willful act or omission of the CITY, its employees, agents or contractors in the performance of this Interlocal Agreement. The indemnification provision set forth herein is subject to and within the limits set forth in Section 768.28, Florida Statutes, and to any other limitations or prohibitions provided by law and shall not be deemed a waiver of the indemnitor's sovereign immunity. With respect to tort liability, the provisions hereof shall not apply to the extent any negligence on the part of the CITY is the proximate cause of the matter(s) to which the indemnification from the SCHOOL DISTRICT to the CITY provided thereunder otherwise would apply.

10. In the event an attorney must be employed to enforce or interpret this Interlocal Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other's claims, shall be entitled to an award of reasonable attorney's fees

and costs, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, arbitration, or other dispute resolution proceeding, or incurred in bankruptcy or on appeal.

11. This Interlocal Agreement shall be deemed effective as of the date and year first above written.

IN WITNESS WHEREOF, each of the parties has caused this Interlocal Agreement to be executed on its behalf as of the date and year first above written.

CLAY COUNTY DISTRICT SCHOOLS

By: _____

ATTEST:

CITY OF KEYSTONE HEIGHTS

By: Karen Lake
Karen Lake, Its Mayor

ATTEST:

Lynn Rutkowski
Lynn Rutkowski, City Manager