

CLAY COUNTY
AGREEMENT/CONTRACT # 2017/2018-133
INTERLOCAL AGREEMENT (RE: EG CHANNEL)

BETWEEN

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,

AND

THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

This Agreement is entered into by and between the Clay County Board of County Commissioners ("County") and the School Board of Clay County, Florida ("School Board"), collectively referred to hereinafter as "the Parties."

WHEREAS, the Parties currently have access to the Comcast of Florida/Georgia/Illinois/Michigan, LLC ("Comcast") *Educational and Governmental Channel* ("EG Channel") for programming on a channel provided to Comcast cable customers in Clay County, Florida; and

WHEREAS, the School Board has the primary control of the use of the EG Channel for programming; and

WHEREAS, the School Board desires to relinquish primary control of the use of the EG Channel for programming to the County and the County agrees subject to the conditions herein.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals and the mutual promises and obligations contained herein, the Parties agree as follows:

1. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes (the "Florida Interlocal Cooperation Act of 1969"), all applicable portions of which are hereby incorporated and made part of this Agreement, including, but not limited to the following specific provisions of Sections 163.01(9) and (11):

(9)(a) All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of . . . any public agency 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 extraterritorially under the provisions of [this Agreement] . . .

(9)(b) [This Agreement] does not relieve a public agency of any obligation or responsibility imposed upon it by law except to the extent of the actual and timely performance thereof by . . . [the Parties], in which case the performance may be offered in satisfaction of the obligation or responsibility;

(11) Prior to its effectiveness, . . . [this Agreement] and subsequent amendments thereto shall be filed with the Clerk of the Circuit Court [of Clay County]. . . .

2. Comcast has presented the County and the School Board with a pricing plan which would provide the upgraded infrastructure necessary to switch the headend for cablecasting the EG Channel programming from the School Board facility at Fleming Island High School to the County Administration Building. The Parties will each maintain the ability to deliver programming to Comcast for distribution to cable customers on the EG Channel in Clay County.

3. Comcast has divided the cost to provide the necessary upgrade to the infrastructure to switch the headend to the County Administration Building and to allow access to its network from the County Administration Building and the School Board facility at Fleming Island. Comcast has waived the installation fee and will bill the Parties separately for their respective share of the cost of providing access to the Comcast network for a period of sixty (60) months. The cost to the School Board is \$288 per month, which the School Board agrees to pay. The cost to the County is \$288 per month, which the County agrees to pay. At the end of the sixty (60) month period, either party may elect to discontinue the service for access to the Comcast network.

4. Failure of either party to pay its respective billing each month from Comcast for the upgrade and access referred to in this Agreement may result in the termination of that party's access to the Comcast network for EG programming. Neither party, however, agrees to nor shall be responsible for the other party's unpaid billing.

5. The School Board agrees to relinquish primary control of the use of the EG Channel for programming to the County, except that meetings of the School Board shall take priority for cablecasting over a conflicting meeting of the County, and the County agrees to accept such primary control of the EG Channel for programming, acknowledging the priority of any School Board meeting.

6. Subject to and within the limitations of Section 768.28, Florida Statutes, the County shall defend, protect, indemnify and hold harmless the School Board and all its principals, employees, officers, and agents from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorney's fees and court costs, asserted against any of them by reason of injury to the School Board, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to the County as a result of its choice of programming for the EG Channel.

In turn, subject to and within the limitations of Section 768.28, Florida Statutes, the School Board shall defend, protect, indemnify and hold harmless the County and all its principals, employees, officers, and agents from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorney's fees and court costs, asserted against any of them by reason of injury to the County, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to the School Board as a result of its choice of programming for the EG Channel.

7. The commencement date of the switch in primary control of the EG Channel and the obligation to pay the amounts due for the infrastructure upgrade and access to the Comcast network shall commence on the date that Comcast notifies the County and the School Board that the upgrade is complete and operational.

8. The term of this Agreement shall commence on the date it is fully signed by the Parties and, unless earlier terminated, it shall remain in effect for the sixty (60) month period noted in paragraph 3 above. The Agreement may be extended or modified only by written agreement of the Parties.

9. Any written notice shall be given by certified mail directed to the following addresses:

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
Attn. to: Superintendent of Schools
900 Walnut Street
Green Cove Springs, Florida 32043

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
Attn. to: County Manager
and Director of Information Services
477 Houston Street
P.O. Box 1366
Green Cove Springs, Florida 32043

10. The Parties acknowledge that in the County and School Board budgets for each fiscal year during which the term of this Agreement is in effect, a limited amount of funds are appropriated and made available for payment under this Agreement. Pursuant to the provisions of Florida Statutes Sections 129.07 and 1011.06, respectively, the maximum payment that the County and the School Board are obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

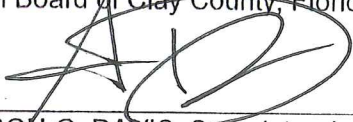
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date(s) hereinafter indicated.



CAROL STUDDARD, Chair
School Board of Clay County, Florida

9/7/18

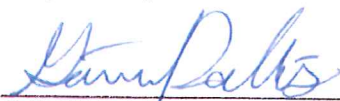
Date



ADDISON G. DAVIS, Superintendent
Clay County District Schools

9/7/18

Date




GAVIN ROLLINS, Chair
Clay County Board of County Commissioners

7/24/18

Date

ATTEST:



S.C. Kopelousos, County Manager and
Clerk of the Clay County Board of County
Commissioners

7/24/18

Date