

CLAY COUNTY
AGREEMENT/CONTRACT # 2019/2020-99

INTERLOCAL AGREEMENT
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY
AND
SCHOOL BOARD OF CLAY COUNTY

This Interlocal Agreement ("Agreement") is entered into on this 10th day of March, 2020, by and between the Clay County Board of County Commissioners ("County") and the School Board of Clay County, Florida ("School Board"), collectively "the Parties."

WHEREAS, one of the stated goals in the Clay County School District Strategic Plan for Fiscal Years 2017-2022 (the "Strategic Plan") is to improve management and district-wide operations through a strategy that includes improved technology in all classrooms and district buildings ("Technology Strategy"); and

WHEREAS, to partially fund the Technology Strategy, the School Board requested assistance from the County, and the County agreed to provide assistance in the form of a one-time grant; and

WHEREAS, the County desires to provide funding to the School Board in the amount of \$1,600,000 for expenditures on instructional technology to benefit Clay County schools subject to the terms and conditions of this Agreement.

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. The County agrees to provide the School Board financial support to assist with the School Board's Technology Strategy in a total amount not to exceed **One Million Six Hundred Thousand Dollars (\$1,600,000)** (the "Funding Allocation") on a reimbursement basis. Such financial support by the County is limited to reimbursement for expenses incurred by the School Board during the term of this Agreement and related to instructional technology for use solely in the school district's classrooms as defined in Section 212.055(2)(d)(1)(f), Florida Statutes as "an interactive device that assists a teacher in instructing a class or a group of students and includes the necessary hardware and software to operate the interactive device. The term also includes support systems in which an interactive device may mount and is not required to be affixed to the facilities" ("Qualified Expenses"). The provisions of this paragraph and the obligations of the County hereunder are further limited under the provisions of paragraph 7.

3. The School Board shall submit a reimbursement request to the County on a quarterly basis. Each quarterly reimbursement request shall include a detailed itemization of the Qualified Expenses, along with backup documentation verifying the expenses for which reimbursement is sought. Only actual, documented Qualified Expenses shall be reimbursed by the County. The reimbursement request for the first quarter shall not exceed 25% of the Funding Allocation; the second quarter reimbursement request shall not exceed 50% of the Funding Allocation minus the total reimbursement requested for the first quarter; the third quarter reimbursement request shall not exceed 75% of the Funding Allocation minus the total reimbursement requested for the first and second quarters combined; and the fourth quarter request for reimbursement shall not exceed a sum equal to 100% of the total Funding Allocation minus the total reimbursement requested for the first, second and third quarters combined.

4. Upon receipt of a reimbursement request and supporting documentation sufficient to verify the expense, the County shall make payment of within 45 days from receipt in accordance with the Local Government Prompt Payment Act. Requests for reimbursement must be submitted to the County's Finance Department, P. O. Box 988, Green Cove Springs, Florida 32043.

5. The term of this Agreement shall be effective from January 1, 2020 through December 31, 2020, unless earlier terminated. The County may terminate this Agreement at any time upon 30 days notice. However, the County will provide reimbursement for any Qualified Expenses that have been incurred, subject to the limitations set forth in paragraphs 2 and 3 above, prior to the date of termination. The Agreement may be extended or modified only by written agreement of the Parties.

6. 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
477 Houston Street
P.O. Box 1366
Green Cove Springs, Florida 32043

7. The Parties acknowledge that in the County budget 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, Section 129.07, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

[Signatures are on the following page.]

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

SCHOOL BOARD OF CLAY COUNTY

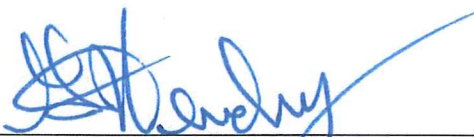
CAROL STUDDARD, Chair
School Board of Clay County, Florida

Date

DAVID BROSKIE, Interim Superintendent
Clay County District Schools

Date

CLAY COUNTY:



Gayward F. Hendry, Chair
Clay County Board of County Commissioners

Date 3/10/20

ATTEST:



Howard Wanamaker, County Manager and
Clerk of the Clay County Board of County
Commissioners

Date 3/10/20