

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **THE CLAY COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as “BCC”), and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** (hereinafter referred to as “CCSB”),

**WHEREAS**, the CCSB has a program to address the needs of families participating in CCSB’s English Speakers of Other Languages (ESOL) program, which program has been available in Clay County public schools since 1996, and

**WHEREAS**, the CCSB is committed to providing appropriate programs and services to assist non-English speaking students and their family members in acquisition and development of English language skills, and

**WHEREAS**, the CCSB is committed to improving services to ESOL families through the availability of computer access to research-based language acquisition software programs, and

**WHEREAS**, the BCC, through its public library system has, in the past, worked in a cooperative partnership with CCSB to address the needs of ESOL families participating in the ESOL programs of the CCSB, and

**WHEREAS**, BCC, through its public library programs, shares the commitment of CCSB in the provision of programs and improvement of services to ESOL families to assist with acquisition and development of English language skills, and

**WHEREAS**, the BCC and the CCSB mutually agree that the provision of language acquisition and development services to ESOL families could best be accomplished through coordination of efforts and sharing of resources, and

**WHEREAS**, CCSB could more effectively provide ESOL families access to computer-based English language development programs by placement of limited use computer systems which contain only English language development programs in one or more public libraries in Clay County, and\

**WHEREAS**, the BCC is willing to allow placement of CCSB computers in one or more of Clay County’s public libraries for use by ESOL families for English language development,

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and obligations contained herein, the parties agree as follows:

1. This Interlocal Agreement is entered into pursuant to the provisions of Section 163.01 *Florida Statutes*, commonly referred to as the “Florida Interlocal Cooperation Act of 1969” (the Act), and all applicable portions of the Act are made a part hereof and incorporated

herein as if set forth at length herein, 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 provisions of this Interlocal Agreement.

(b) This Interlocal 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 Interlocal 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, this Interlocal Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Clay County.

2. BCC agrees to allow CCSB to place two (2) computers in the Green Cove Springs library, which computers contain Rosetta Stone software which has been licensed through the holder of the copyright, proof of which licensure shall be made available to library personnel.

3. BCC agrees to provide space at the Green Cove Springs library for placement of said computers and to provide said computers with appropriate internet access.

4. CCSB employees shall be responsible for utilization of the school district ESOL liaison to inform parents of the availability computers programmed with Rosetta Stone.

5. CCSB employees shall share information with school personnel whose responsibility is to coordinate ESOL outreach opportunities at the various school sites.

6. The BCC, through library personnel, shall provide access to said computers, at all normal library business hours.

7. Library personnel shall provide assistance to ESOL parents utilizing said computer program as needed.

8. Library personnel shall ensure security of said computer equipment and its appropriate use.

9. Both parties agree that their respective agency employees shall participate in interagency planning meetings as appropriate to facilitate the implementation of this agreement.

10. Both parties agree that, through their respective employees, they shall develop cooperative internal procedures to plan for and provide information and access to said computers and programs to ESOL parents and to implement the letter and spirit of this agreement to the maximum extent possible.

11. Subject to and within the limitations of Section 768.28, Florida Statutes, CCSB agrees to indemnify and hold harmless BCC from and against any and all loss, damage, or liability which arises as a result of the negligent or intentional acts of CCSB employees which occurs in connection with this Interlocal Agreement.

12. The BCC, and BCC employees, shall not be considered insurers of the safety of CCSB computers housed at the Green Cove Springs library in the event of fire, theft, or other disaster.

13. The terms of this Interlocal Agreement shall become effective upon approval by the BCC and CCSB and shall remain in effect for a period of three (3) years. This Interlocal Agreement may be extended or modified only by written agreement of the parties. Either party may terminate this Interlocal Agreement with or without cause by providing sixty (60) days' written notice to the other party. Such written notice shall be given by certified mail at the following addresses:

Ben Wortham, Superintendent  
SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
900 Walnut Street  
Green Cove Springs, Florida 32043

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS  
477 Houston Street  
Green Cove Springs, Florida 32043

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Date: \_\_\_\_\_

By \_\_\_\_\_  
**BEN H. WORTHAM**  
Superintendent of Schools

**CLAY COUNTY BOARD OF COUNTY  
COMMISSIONERS**

Date: \_\_\_\_\_

By \_\_\_\_\_  
**W. TRAVIS CUMMINGS**  
Chairman

ATTEST:

\_\_\_\_\_  
**FRITZ A. BEHRING**, County Manager and  
Ex-Officio Clerk of the Board