

**SIDEWALK AGREEMENT FOR COPPERGATE ELEMENTARY SCHOOL
INTERLOCAL AGREEMENT
[Shannon Lake and Shamrock Lake subdivisions]**

THIS INTERLOCAL AGREEMENT (Interlocal Agreement) is effective as of this _____ day of August, 2007, by and between **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** (hereinafter "SBCC"), and **CLAY COUNTY, FLORIDA** (hereinafter "County"), a political subdivision of the State of Florida.

W I T N E S S E T H:

WHEREAS, the SBCC owns and operates an elementary school located on County Road 209, which school is known as Coppergate Elementary School, (hereinafter "Coppergate") and

WHEREAS, Coppergate is bounded on the south side by Shannon Lake subdivision and Shamrock Lake subdivision, and

WHEREAS, there exists in Shannon Lake subdivision, between lots 23, and 24 and 25, and bounded on the south side by Shannon Lake Drive, a parcel of land which measures a minimum of 40 feet by 205 feet, which is designated as R/W for drainage and utility purposes, which parcel is shown on Exhibit B attached hereto, and

WHEREAS there exists in Shamrock Lake subdivision, between lots 21 and 22, and bounded on the south side by Killarn Circle, a parcel of land which measures 40 feet by 117 feet, which is designated as R/W for drainage and utility purposes, which parcel is shown on Exhibit A attached hereto, and

WHEREAS, both of the above described parcels (hereinafter collectively referred to as the "Tracts") were irrevocably dedicated to the County in the plats of Shannon Lake and Shamrock Lane, as described in Plat Book 19, pages 15 and 61, respectively, and

WHEREAS, both of the above described Tracts are bounded on the north side by Coppergate as is depicted on Exhibit C attached hereto, and

WHEREAS, SBCC desires to use the Tracts to create pedestrian walk paths to Coppergate for the use by the children residing in the neighborhoods in which the Tracts are located, thereby eliminating the need for the children to walk on County Road 220 and providing for the safety of the children, and the County is agreeable to same, and

WHEREAS, the County and the SBCC now wish to enter into this Interlocal Agreement to establish their respective rights and responsibilities in connection with the use of the Tracts for pedestrian access to Coppergate; and

WHEREAS, the County and the SBCC are acting pursuant to the authority contained in general law and Section 163.01, Florida Statutes;

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the County and the SBCC agree follows:

1. This Interlocal Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known 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, ordinance 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 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. The SBCC may utilize the above described Tracts located in Shamrock Lake subdivision and in Shannon Lake subdivision to provide pedestrian walk paths for ingress and egress to Coppergate by the neighborhood children.

3. SBCC is authorized to make such alterations and improvements as are deemed necessary by SBCC to provide pedestrians with a safe walkway through the Tracts to and from Coppergate. Prior to commencing any construction activities on the Tracts, the SBCC shall submit construction plans to the County for its review and approval. All work shall be performed in accord with the approved plans.

4. Any alterations or improvements made by SBCC to said tracts shall be constructed in such a manner that they do not interfere with the county's designated use of the property for drainage and utility purposes. All construction activities and the installation of any sidewalks shall be performed in a workmanlike manner.

5. SBCC shall have a duty to clean up trash, litter and debris which may result from the use of the walk paths. Except for the use of the Tracts for pedestrian access by children to

Coppergate, the SBCC may not authorize any other use of the Tracts, or any other person or entity to use the Tracts.

6. SBCC shall have the duty to maintain and inspect the walk path, the immediate surrounding area, and any alterations and improvements made to the area by SBCC. Subject to and within the provisions of Section 768.28, Florida Statutes, the SBCC agrees to defend, indemnify and hold harmless the County and all its employees, officers, agents and servants against all suits and costs and all damages, including reasonable attorneys' fees, to which the County or any of its employees, officers, agents or servants may be put by reason of injury, through negligence, act or omission, to the persons or property of others resulting from the negligence of SBCC in constructing, maintaining, inspecting, or using the walk paths in the Tracts. SBCC shall not have a duty to indemnify, defend or hold County harmless for acts of negligence by the County, Board of County Commissioners or county employees.

7. The SBCC acknowledges that the dedication of the Tracts to the County is for right of way for drainage and utilities only. Although unlikely, it is possible that a person who owns property within the subdivisions of Shannon Lake or Shamrock Lake may object to the use of the Tracts for pedestrian access on the grounds that such use is not authorized by the dedications contained in the plats. If this occurs and if the objection cannot be amicably resolved in a reasonable amount of time by the SBCC and the objecting person, to each's satisfaction, then the SBCC acknowledges that the County will immediately take the steps necessary to terminate the use of the Tracts for any purpose except that for drainage and utilities. In the event that any sidewalk improvement must be removed, then such will be done at the expense of the SBCC.

8. This Interlocal Agreement shall be binding upon, and shall inure to the benefit of the SBCC and the County only. Neither party may assign any of its rights, responsibilities or obligations arising under this Interlocal Agreement without the written consent of the other, which consent may be withheld for any or no reason.

9. No third party beneficiaries are intended or contemplated under this Interlocal Agreement, and no third party shall be deemed to have rights or remedies arising under this Interlocal Agreement against either party to this Interlocal Agreement.

10. This Interlocal Agreement shall remain in full force and effect unless and until terminated by either party as provided herein.

11. Time is of the essence with respect to this Agreement and each of its terms and provisions.

12. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.

13. This Agreement shall not be effective until it has been agreed to by both the Board of County Commissioners and The School Board of Clay County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officials on the date set forth below.

CLAY COUNTY, FLORIDA

By: _____
Harold Rutledge, Its Chairman
Date: _____, 2007

Attest:

Fritz A. Behring
County Manager and Clerk of the
Board of County Commissioners

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

Attest:

By: _____
David L. Owens, Superintendent

By: _____
Carol Vallencourt, Chairman
Date: _____, 2007