



SANDRA "SAM" HIMMEL – SUPERINTENDENT OF SCHOOLS

*"Where Learning is the Expectation
And Caring is a Commitment"*

Planning and Growth Management Department

December 19, 2007

Ernie Hutman
Director of Maintenance Operations
Citrus County Maintenance Operations
1300 S. Lecanto Hwy.
Lecanto, FL 34461

RE: Interlocal Agreement for Emergency Generators

Dear Mr. Hutman:

Enclosed you will find the final executed interlocal agreement for the installation and maintenance of the emergency generators at schools that have been designated as emergency shelters.

I will keep a copy in my file and an original is on file with the School Board.

Yours truly,

Chuck Dixon, AICP
Director
Planning and Growth Management

Attachment (original Interlocal Agreement)

CC: Mike Mullen, Executive Director of Support Services
John Colasanti, Coordinator of Maintenance
Wes Bradshaw, Attorney for the School Board

LOUIS A. MIELE
DISTRICT 1 – HERNANDO

VIRGINIA BRYANT
DISTRICT 2 – CRYSTAL
RIVER

PATRICIA DEUTSCHMAN
DISTRICT 3 – FLORAL CITY

BILL MURRAY
DISTRICT 4 – LECANTO

LINDA B. POWERS
DISTRICT 5 - INVERNESS

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT entered into this _____ day of _____, 2007, by and between **CITRUS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" whose mailing address is 110 North Apopka Avenue, Inverness, Florida; and the **CITRUS COUNTY SCHOOL BOARD**, a political subdivision of the State of Florida, hereinafter referred to as "School Board" whose mailing address is 1007 West Main Street, Inverness, Florida.

WITNESSETH:

WHEREAS, the County and the School Board mutually agree the need exists to provide adequate shelters for the citizens of Citrus County during times of emergency, and

WHEREAS, several of the school facilities under the jurisdiction of the School Board are designated by the Florida Department of Community Affairs as emergency shelters,

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

1. The School Board agrees to allow the County to install standby emergency generator(s) conveniently at any school that has been designated as an emergency shelter, at the County's sole expense, for the purpose of providing a backup electrical power source in the event of a declared emergency.

2. The County agrees to conform to all State of Florida standard building code requirements and/or State of Florida Department of Education building requirements whichever is prevailing, with respect to the design and installation of the emergency generator(s).

3. The County understands that access to School Board property for installation, fueling, maintenance and repair of the generator(s) is restricted and that any person, whether a County employee or subcontracted employee will be required to pass a background check in accordance with the Lunsford Act prior to being given access to the school grounds. Accordingly, the County represents and warrants to the SCHOOL BOARD that the County has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. County covenants to comply with all requirements of the above cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. County represents and warrants that it will require any subcontractor to read and become familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations and require the subcontractor to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the subcontractor's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468. Additionally, any subcontractor shall provide SCHOOL BOARD with proof of compliance upon request.

4. The County agrees to coordinate all maintenance and repair and pay all costs for the maintenance and long term care of the generator(s).

5. The County and the School Board agree that, for the purpose of providing clearly defined responsibility of ownership, the County will be responsible for all component parts associated with the generator and the transfer switch. The School Board will be responsible for all wiring, conduit, and other associated component parts after the transfer switch.

6. The County and the School Board agree to maintain sufficient liability and insurance coverage for the generator(s). The County agrees to maintain adequate commercial property insurance on the generator(s) and associated component parts.

7. The County agrees to provide workers' compensation insurance for County's employees and agents and require any subcontractor to maintain worker's compensation insurance for its employees. Additionally, any subcontractor shall agree to hold harmless and indemnify School Board for any and all claims arising out of any injury, disability, or death of any of subcontractor's employees or agents.

8. The County agrees to be the primary provider of fuel required in the operation and routine testing of the generator(s).

9. The School Board, understanding the critical need of shelters during a declared emergency, agrees to be a secondary provider of fuel for the generator(s). The County will provide transport of these fuels and will be responsible for reimbursing the School Board for all fuel used, or replacing the fuel in kind.

10. The School Board agrees to replace in kind or reimburse the County for all fuel consumed by the generator(s) during any non-emergency in which normal power is interrupted during a school day. The reimbursement will be determined by using the average hourly consumption of fuel multiplied by the number of hours that the normal power supply was interrupted. This rule shall not apply when school is not in session.

11. Nothing in this agreement shall be construed to grant any third party any right, privilege or cause of action. Additionally, the parties intend to avail themselves of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible.

12. If any provision of this agreement is held invalid or unenforceable by a Court of competent jurisdiction, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

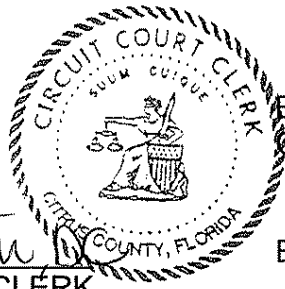
13. If either party chooses to enforce the terms of this agreement through litigation or other means, the prevailing party shall be entitled to recovery of cost of expenses incurred as a result thereof, including but not limited to, Court costs, interest, and reasonable attorney's fees. In the event of litigation in order to enforce the terms of this Agreement, the Circuit Court of the Fifth Judicial Circuit in and for Citrus County shall be the exclusive Court for venue and jurisdiction. Both parties to this Agreement shall be, in addition to all other rights and remedies allowed in equity and law, be entitled to specific performance as a remedy

14. The County and the School Board agree that, in the event that a specific shelter is re-evaluated and is no longer usable as a shelter, the County has the right to remove and relocate the standby generator or, at the County's option, can transfer ownership of the generator to the School Board. The School Board would then be responsible for all maintenance, fuel, repairs, and insurance on the generator.

15. This Agreement includes the entire understanding of the parties and may only be modified by written amendment by both parties hereto. This agreement will take effect on the date of approval and shall be automatically extended for successive one year periods unless terminated by either party with a minimum of six (6) months written notice.

"COUNTY"

ATTEST:



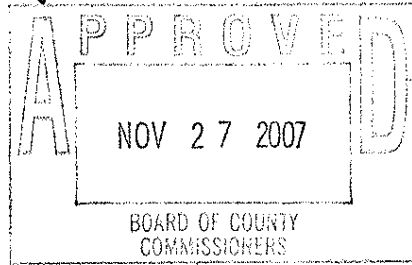
BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

SN *Betty Strifler*
BETTY STRIFLER, CLERK

BY: *Joyce Valentino*
JOYCE VALENTINO, CHAIRMAN

APPROVED AS TO FORM
AND CORRECTNESS:

Robert B. Battista
ROBERT B. BATTISTA
COUNTY ATTORNEY



"SCHOOL BOARD"

ATTEST:

CITRUS COUNTY SCHOOL BOARD

Alesia Thomas

BY: *Linda Powers*
LINDA POWERS, CHAIRMAN

APPROVED AS TO FORM
AND CORRECTNESS:

Wes Bradshaw
WES BRADSHAW
Attorney for the School Board