

2023-2024 County Term, ended on 7073-45

**INTERLOCAL AGREEMENT
FOR THE
SHARING OF COSTS FOR REDISTRICTING EXPERT -2023**

THIS INTERLOCAL AGREEMENT, by and between the Suwannee County School Board, hereinafter referred to as "SCHOOL BOARD," and the Suwannee County Board of County Commissioners, hereinafter referred to as "COUNTY" and collectively referred to as the "Parties."

RECITALS

WHEREAS the SCHOOL BOARD and the COUNTY have been studying the US Census data that was collected in 2020. Congress uses the census data to reapportion the number of congressional seats allocated to each state. State Legislatures use the information to realign state and congressional district boundaries in furtherance of the principal of "one person, one vote". For similar reasons, local governments use the data to realign the district boundaries used to elect the members of their governing bodies.

WHEREAS counties in Florida are required to examine the need to redistrict during the first odd-numbered year after each census is completed, it is the desire of the SCHOOL BOARD to participate in the process with the COUNTY so that the five single-member Districts for the parties are consistent with one another.

WHEREAS the COUNTY has identified a local government consulting firm to assist in the re-examination of the census data for redistricting purposes and has received the attached proposal from Kurt Spitzer and Associates ("KSA"). The Parties desire to share the cost of KSA's services and cooperate in a joint manner for the development of a redistricting plan. While neither party is bound by any particular proposal which may be received from "KSA"

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both the COUNTY and the SCHOOL BOARD desire to reduce to writing and create this Interlocal Agreement as authorized by Section 163.01, Florida Statutes.

WHEREAS it is in the mutual interest of the SCHOOL BOARD and the COUNTY to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within Live Oak; and

WHEREAS Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantages and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS the Parties find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

NOW THEREFORE, for and in consideration of the mutual covenants and promised as herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals above are true and correct and incorporated herein by reference.
2. The purpose of this Interlocal Agreement is to set forth the responsibilities of each party. The plan may be adjusted from time to time with written agreement of both parties.
3. The COUNTY hereby agrees to retain the services of KSA to serve as the redistricting consultant pursuant to the attached proposal for services. The SCHOOL BOARD agrees to pay one half of the total costs for these services upon receipt of an invoice from the COUNTY within thirty (30) days.

4. To the extent permitted by law, each party agrees to indemnify and hold the other party harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the implementation of the redistricting plan. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of either party, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

5. A default by any party under this Interlocal Agreement shall entitle the other parties to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

6. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

8. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

9. This Interlocal Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

10. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provisions of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. The parties each agree that time is of the essence of this Interlocal Agreement.

12. Each party shall furnish to the other such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. mail or by hand delivery, or by overnight delivery service and addressed as follows:

To the County: Chairman, Board of County Commissioners
 Suwannee County, Florida
 13150 80th Terrace
 Live Oak, FL 32064

To the School Board: Superintendent of Schools
 1740 Ohio Ave S
 Live Oak, FL 32064

Except for otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-

business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth herein.

13. This Agreement shall become effective on the date a fully executed copy is filed with the office of the Suwannee County Clerk of the Circuit Court and shall remain in force unless otherwise terminated upon one (1) year's advance written notice from either party to the other. The parties may, at any time, modify this Agreement by mutual consent.

14. Nothing in this Agreement shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.

ADOPTED this 11th day of April, 2023, by SCHOOL BOARD.

SCHOOL BOARD OF
SUWANNEE COUNTY, FLORIDA

BY: Gerry Taylor
Chairperson

ATTEST: [Signature]
Superintendent of Schools

"Approved as to Form and Sufficiency
BY

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ADOPTED this 21st day of March, 2023, by COUNTY.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

BY: [Signature]
Chairperson

ATTEST: Logan Woods, P.C.
Clerk of Circuit Court