

**Memorandum of Agreement  
between**

**Jackson County School District (the District)**

**And**

**The Jackson County Hospital District (the Hospital)**

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**Whereas**, the parties are currently providing for the transfer by deed of certain property currently known as Golson Elementary School owned by the District to the Hospital: and

**Whereas**, prior to the formal transfer of said property the Hospital has requested immediate use of certain portions (the multipurpose room) of the property; and

**Whereas**, the use by the Hospital of the multipurpose room will not infer with the operation of the District.

**Therefore**, this Agreement is made as of the \_\_\_\_ day of \_\_\_\_, 2020, by and between the Jackson County School District and The Jackson County Hospital District.

I. **Affiliating Agencies**--Jackson County School District, hereinafter called the District, and the Jackson County Hospital District, hereinafter called the Hospital.

II. **This Mutual Agreement** between the administration of the District and the Hospital will permit the use by the Hospital of that portion of Golson Elementary School know as the “multipurpose room” to be used by the Hospital for the storage of non-hazardous supplies and equipment.

III. **The School Board Agrees To:**

A. Allow the use of said “multipurpose room” along with reasonable access across the rest of campus for access to said “multipurpose room”.

IV. **The Hospital Agrees to:**

A. Use the subject property only as set forth in section II above.

B. Agree to accept the property as is where is and to bear the risk of loss of any equipment stored in said facility.

C. To the extent allowable by law and without waiving the privileges, immunities and limits of liability contained in Florida Statute 768.28, indemnify the District for all claims arising from its use of the property.

**V. Termination of the Agreement**

Either party may terminate this agreement without cause upon giving at least thirty (30) days' notice to the other party.

**VI. Modification of the Agreement**

Modification of the agreement shall be made only by mutual consent of both parties. A memorandum noting the modifications shall be attached to this agreement and shall include the date and signatures of the parties agreeing.

**VII. Renewal of the Agreement**

This agreement shall be for one year commencing on the date signed and will thereafter automatically renew for one year successive terms, unless terminated sooner by either party in accordance with this agreement, providing that upon the closing of the real estate transfer this agreement shall be null and void.

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**Signature Page**

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**Jackson County Hospital District**

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CEO

Date

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**Jackson County School Board**

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Superintendent, Jackson County Schools

Date

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Chairperson, Jackson County School Board

Date