

**INTERLOCAL AGREEMENT AND RELEASE AND WAIVER OF
LIABILITY AND INDEMNIFICATION FOR RECEIPT OF
DONATED EQUIPMENT**

THIS AGREEMENT is hereby entered into by and between Polk County, a political subdivision of the State of Florida (the "COUNTY") and the City of Winter Haven, a municipal corporation of the State of Florida (the "RECIPIENT"), effective as of the date last executed.

WHEREAS, the COUNTY desires to donate AS-IS, WITHOUT WARRANTY, AND WITH ALL FAULTS that certain equipment identified and described in Exhibit "A" attached hereto and incorporated herein by reference (the "Donated Equipment") to the RECIPIENT; and

WHEREAS, the Donated Equipment was purchased by the COUNTY for the purpose of promoting tourism and attracting tourists to Polk County, in accordance with Section 125.0104, Florida Statutes, and specifically to promote and attract baseball and softball sports tourism to the county; and

WHEREAS, notwithstanding the AS-IS, WITHOUT WARRANTY, AND WITH ALL FAULTS terms of the subject donation, the County is not aware of any condition, defect, and/or pending claim against the County associated with or existing as to the Donated Equipment; and

WHEREAS, the Recipient hosts baseball and softball competitions and events at its facilities and has need for the Donated Equipment to promote and attract baseball and softball sports tourism in Polk County; and

WHEREAS, the RECIPIENT acknowledges that proper use of the Donated Equipment may require maintenance and training; and

WHEREAS, by its acceptance of the Equipment, the RECIPIENT acknowledges that the RECIPIENT remains responsible for obtaining any necessary maintenance and training in order to use the Donated Equipment; and

WHEREAS, the RECIPIENT acknowledges that after actual donation and receipt of the Donated Equipment, the RECIPIENT shall hold all responsibility for proper operation of the Donated Equipment; and

WHEREAS, the RECIPIENT acknowledges and agrees that it shall use the Donated Equipment for the purposes of promoting and attracting baseball and softball sports tourism to Polk County;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the COUNTY and the RECIPIENT agree to the following:

1. **Recitals.** The Recitals stated above are true and correct and fully incorporated into the body of this Agreement by reference.

2. **Receipt of Equipment.** The RECIPIENT acknowledges receipt of the Donated Equipment by the COUNTY as set forth and described on Exhibit "A."
3. **No Warranties.** The COUNTY, including without limitation, its Tourism & Sports Marketing Division, officers, directors, board members, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment.
4. The COUNTY is not aware of any condition, defect, and/or pending claim against the COUNTY associated with or existing as to the Donated Equipment as of the date of the full execution of this Agreement after approval by the Governing Bodies of the COUNTY and RECIPIENT.
5. **Waiver of Liability.** The RECIPIENT does hereby waive, release, and fully discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of any use or misuse of the Donated Equipment. The entire risk as to the performance of the Donated Equipment is assumed by the RECIPIENT. In no event shall the COUNTY or its officers, employees, or agents be responsible or liable for any direct, indirect, special, incidental, or consequential damages, lost profits, or any other economic or physical loss or damage to any individual, regardless of legal theory, resulting from use of the Donated Equipment. The above limitations on liability apply even though the RECIPIENT may not have been advised of the possibility of such damage.
6. **Indemnification.** Subject to the provisions of Section 768.28, Florida Statutes, the RECIPIENT shall indemnify, defend, and hold harmless the COUNTY from and against any and all claims, liability, and damages, arising from the use of the Donated Equipment. Nothing herein shall be deemed a waiver, express or implied, of either party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability, or otherwise. For the avoidance of doubt, as both parties are local government entities, pursuant to Section 768.28(19), F.S., neither party indemnifies nor insures or assumes any liability to the other party for the other party's negligence.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.**

IN WITNESS WHEREOF, the COUNTY and the RECIPIENT have caused this Agreement to be executed on the date set forth below.

ATTEST:
STACY M. BUTTERFIELD, Clerk

POLK COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
~~T. R. Wilson, Chair~~ MARTHA SANTIAGO, Ed.D.,
Board of County Commissioners CHAIR

Approved as to form and legal sufficiency:

Date approved by County: _____

County Attorney's Office

ATTEST:

CITY OF WINTER HAVEN, a municipal
corporation of the State of Florida

Vanessa Castillo
City Clerk,
City of Winter Haven

By: T. Michael Stavres
T. Michael Stavres, City Manager
City of Winter Haven

Approved as to form and legal sufficiency:

Date approved by City: 4/13/2026

City Attorney,
City of Winter Haven

EXHIBIT A

The following items, identified below along with their approximate values, will be donated to the RECIPIENT:

1. **(10) Mini L Screens & Richochet Cushion Kit (\$9,759.84)**
2. **(2) Big Bubba Elite Batting Cages (\$11,998.00)**
3. **(10) Home Plate Mat Green 6x12 (\$6,079.90)**
4. **(4) Ultra lite field cover 20' circular mound (\$1,599.97)**
5. **(4) True Pitch Softball Mats (\$1,976.40)**
6. **(4) True Pitch Baseball Mounds [Item #202-8]
(\$15,462.00)**
7. **Temporary Fencing (\$77,790.60)**

(See attached invoice for further description)