

**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 Bartow, 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 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 softball competitions and events as its facilities and has need for the Donated Equipment to promote and attract 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 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  
Board of County Commissioners

Approved as to form and legal sufficiency:

Date approved by County: \_\_\_\_\_

\_\_\_\_\_  
County Attorney's Office

ATTEST:

CITY OF BARTOW, a municipal corporation  
of the State of Florida

  
  
Jacqueline Poole, City Clerk  
City of Bartow

By:   
Tanya Tucker, Mayor  
City of Bartow

Approved as to form and legal sufficiency:

Date approved by City: June 16, 2025

  
City Attorney

## **EXHIBIT A**

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

1. **(8) Home Plate Mat Green 6x12 (\$4,863.92)**
2. **(8) Mini L Screens & Ricochet Cushion Kit (\$7,807.84)**
3. **(8) Golf Course Starter Stands (\$59,600.00)**  
*(See attached invoice for further description)*

24103737  
V035426



Invoice Number

927092792

Due Date: 10/30/2024

Contact Us:  
1-800-227-7404  
www.bsnsports.com

Make check payable to:  
BSN SPORTS LLC  
P.O. Box 841393  
Dallas, TX 75284-1393

PO Number: 24105732  
Order Number: 309365309  
Terms: NT30  
Invoice Date: 09/30/2024

Customer #: 2703827  
Bill To: Polk County Sports Marketing  
Attn: Lisa Rizer  
2701 Lake Myrtle Park Road  
AUBURNDALE FL 33823

Ship To: Kyle Lasek  
Attn: Baseball Equipment  
850 COUNTY ROAD 555 S  
BARTOW FL 33830-4317

Item Number	Item Description	Material	Color/Team/Size	Qty/ UOM	Unit Price	Extended Price
1235890	DiamondTurf Home Plate Mat Clay 8x12	1235890		8 EA	607.99	4,863.92
1378702	RICOCHET CUSHION KIT FOR MINI L	1378702		8 EA	175.99	1,407.92
BSFPRO5	PRO L-SCREEN 5' X 7'	BSFPRO5		8 EA	799.99	6,399.92

Thank you for your order. This invoice completes your purchase order.  
All BSN purchases have an extended 60-day return policy. You can return items up to 60 days after the date of shipment.  
For realtime order status and tracking information go to [www.bsnsports.com](http://www.bsnsports.com)

PRIOR YEAR

Goods/Services Rec. 9-30-24  
PO # 34103737  
Rec # 912778  
Lisa Rizer

Revision 2

IMPORTANT NOTE ABOUT OUR INVOICES

To better service your account, please include invoice numbers on your remittance

Customer #: 2703827

Invoice # 927092792  
Due Date: 10/30/2024

Merchandise Sub Total	Other	Freight	Sales Tax	Invoice Total	Payment/Credit Applied	Total Invoice Amount Due
\$12,671.76	\$0.00	\$231.13	\$0.00	\$12,902.89	\$0.00	\$12,902.89

BSN SPORTS Terms and Conditions apply to all of your orders with us and our affiliates. At any time, these terms and conditions can be found at [www.bsnsports.com/terms](http://www.bsnsports.com/terms)

Past due balances are subject to a finance charge of 1.5% per month or the highest rate permitted by applicable law, whichever is lower.

BSN SPORTS accepts payments by check, credit card, ACH or wire.

If you need a copy of an invoice, please call 1-800-227-7404.

# Invoice INV-114857

March 27, 2025  
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Aluminum Athletic Equipment Co.  
1000 Enterprise Drive  
Royersford, PA 19468

**BILL TO:**

55953  
Polk County, FL  
Polk County BoCC  
PO Box 9000  
Drawer CC-3  
Bartow, FL 33831-POLK  
USA

**SHIP TO:**

55621  
Visit Central Florida  
Joey Williams, 863.581.4687  
Bartow Sports Complex  
1105 S. County Rd 555  
Bartow, FL 33831  
USA

Customer PO No.  
24104430

Salesperson  
Ben Miller

Due Date  
April 26, 2025

Payment Terms  
Net 30

Order No.  
024-1132

Shipment Method  
Motor Freight

No.	Description	Shipment Date	Quantity	Unit	Unit Price	Line Amount
GCSS-7.5	GOLF COURSE STARTER'S STAND, 7'-6" LENGTH	03/28/25	8	Each	7,500.00	54,000.00
	Please note: MILL FINISH!					
	FREIGHT - CUSTOMER	03/28/25	1		5,600.00	5,600.00
Subtotal						59,600.00
Total Tax						0.00
Total \$						59,600.00

Amount Subject to Sales Tax 0.00  
Amount Exempt from Sales Tax 59,600.00

Home Page

[www.aaesports.com](http://www.aaesports.com)

Phone No.

610.825.6565

Email

[info@aaesports.com](mailto:info@aaesports.com)

**REMIT ADDRESS:**

Aluminum Athletic Equipment Co.  
1000 Enterprise Dr.  
Royersford, PA 19468-1298