

**INTERLOCAL AGREEMENT
FOR CONSTRUCTION AND USE OF SOCCER
FACILITIES AT GLENALLEN ELEMENTARY SCHOOL**

THIS AGREEMENT is made and entered into this 18 day of May, 2004, by and between the School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida, hereinafter referred to as "School Board" and the City of North Port, a municipal corporation under the laws of the State of Florida hereinafter referred to as "City".

W I T N E S S E T H:

WHEREAS, City desires to construct three soccer fields with two being lit, a maintenance shed, concession/restroom building, signage and parking on the campus of Glenallen Elementary School for use by City residents; and

WHEREAS, School Board also desires to have the use of soccer facilities for instructional and recreational purposes at Glenallen Elementary School; and

WHEREAS, the parties have discussed their respective needs and the prospective usage of such soccer facilities and believe that it would be more economical and beneficial to the taxpayers to collaborate on the location, construction and future usage of such soccer fields; and

WHEREAS, the parties are now desirous of entering into an agreement for the joint design, construction, maintenance and use of soccer facilities to be constructed by the City on School Board property at Glenallen Elementary School.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, School Board and City do mutually covenant and agree as follows:

1. The City shall have the right to construct and maintain three soccer fields, two being lit, a maintenance shed, concession/restroom, signage and parking (soccer facilities) on the

campus of Glenallen Elementary School in the area depicted on the attached sketch and description (Exhibit "A"). In consideration for the covenants contained herein, the City shall have the right to use the soccer facilities in accordance with the provisions of this Agreement for a period of thirty (30) years from the date of completion. The City or School Board may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

2. The City shall be responsible for the preparation of design and construction specifications for the soccer facilities. The School Board may, at its own expense, hire a professional architect/engineer to provide input to the City during the design of the soccer facilities.

3. The City shall be responsible for all fees and costs required for the design and construction of the soccer facilities.

4. The City and School Board agree that the design specifications for the soccer facilities must be acceptable to all appropriate governmental entities including the City and School Board.

5. The City and School Board agree that the actual construction of the soccer facilities shall be under the supervision and direction of the City, subject to inspection by the School Board.

6. Upon completion of construction of the soccer facilities, City and School Board agree to the following priorities and scheduling for usage of the soccer facilities:

a. The School Board shall have priority use of the soccer facilities when school is in session during normal school hours.

b. The City shall have priority use of the soccer facilities during scheduled vacation breaks, after school hours, weekends and holidays.

c. The City shall appoint a representative and the School Board shall appoint a representative to coordinate use of the soccer fields outside the above mentioned prioritized times.

d. Any City or School Board revenue generated through third party usage shall be applied to maintenance or capital improvements of the City constructed soccer fields at Glenallen Elementary School. The City shall have the sole discretion to decide how the revenue is to be spent.

e. The City and School Board mutually agree that any leftover funds generated by third party usage as stated in section 6.d. are to be equally divided between the two entities in the event this Agreement is terminated. Said disbursement is to be made within thirty (30) days of the agreement termination by the party retaining control of the funds.

f. Any third party contribution to improvements of the soccer facilities in a form other than financial contributions, will become the property of the entity taking the lead in seeking the contribution, unless said entity relinquishes its right to possession of said property to the other entity.

7. City shall be responsible for maintaining the soccer facilities in good condition and repair, including keeping the soccer facilities in a clean, sanitary and safe condition. The City also agrees it shall be solely responsible for the payment of all charges and costs for electricity, water, and any other utilities associated with its use of the soccer facilities.

8. City shall have the right, at its own expense, to purchase insurance on all

buildings or improvements which are a part of the soccer facilities. Any insurance purchased by City, pursuant to this paragraph, shall be primary as to the soccer facilities and City shall be loss payee.

9. In the event of the total destruction of the soccer facilities by fire or otherwise, or such substantial partial destruction thereof as will cause the soccer facilities to be unfit for the aforesaid use, this Agreement, at City's sole option, shall terminate and the rights of all parties hereunder shall cease (except such rights and liabilities as may have accrued to the time of such destruction), or City may, at no expense to School Board and at City's sole expense, rebuild such improvements and continue its usage of the soccer facilities under the terms of this Agreement. In the event the City chooses to exercise its right under this paragraph to terminate this Agreement, it is the intention of the parties that a partially or substantially destroyed facility or any unsafe condition would not be left on School Board property. Accordingly, at the option of the School Board, City may be required to remove any structures from the property and return it to its original (unbuilt-upon) condition.

10. After June 1, 2009, either party may terminate this Agreement by giving the other party six months notice in writing.

11. In the event of a termination of this Agreement, the City shall have the right to remove its property at the City's discretion and expense.

12. In the event of termination of this Agreement, the City shall not be required or responsible for reimbursing the School Board for any costs or value associated with the facilities and improvements constructed or installed upon School Board property.

13. The parties agree that, as between them, responsibility for claims, damages,

personal injuries or property damage shall be determined by which party has control of the soccer facilities at the time of the incident giving rise to claim. Control shall be established by the schedule of operation and use as modified by any predesignated hours for school use, as provided for in paragraph 6 above. Accordingly, the City shall indemnify and hold harmless the School Board from and against any and all liabilities, claims, demands, suits, cause of action, losses and expenses including attorney's fees arising or growing out of its use or maintenance of the soccer facilities. The School Board shall indemnify and hold harmless the City from and against any and all liabilities, claims, demands, suits, cause of action, losses and expenses including attorney's fees, arising or growing out of its use of or maintenance of the soccer facilities.

Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of either the City or School Board or to affect, limit or reduce the protection afforded either governmental entity under the provisions of Florida law.

14. Any and all notices required or desired to be given pursuant to the terms of this Agreement shall be in writing and delivered as follows:

City:

City Manager
City of North Port
5650 North Port Blvd.
North Port, Florida 34287

School Board:


Superintendent
School Board of Sarasota County, Florida
1960 Landings Blvd.
Sarasota, Florida 34231

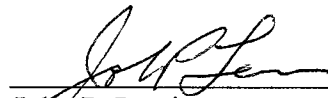
15. This Agreement represents the entire agreement between the parties and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing and duly executed by the parties.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by the respective undersigned duly authorized officials as of the date and year first above written.

CITY OF NORTH PORT COMMISSIONERS

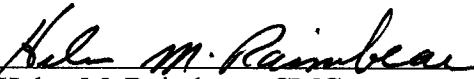
**SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA**

By: 
Barbara L. Gross, Commissioner
Chairperson

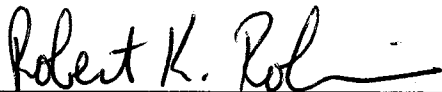
By: 
John P. Lewis
Chairman

ATTEST:

Approved for Legal Content
May 11, 2004, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

By: 
Helen M. Raimbeau, CMC

Approved as to form and correctness:


Robert K. Robinson
City Attorney