

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

THIS FIRST AMENDMENT to the Interlocal Agreement for Construction and Use of Soccer Facilities at Glenallen Elementary School is entered into this 13<sup>th</sup> day of Dec., 2022, 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, Florida, a municipal corporation under the laws of the State of Florida (hereinafter referred to as City).

RECITALS

**WHEREAS**, on May 24, 2004, the parties entered into an Interlocal Agreement for Construction and Use of Soccer Facilities at Glenallen Elementary School for the City to construct and maintain three (3) soccer fields, two (2) being lit, a maintenance shed, concession/restroom, signage and parking (“Soccer Facilities”) on the campus of Glenallen Elementary School (the “Original Agreement”); and

**WHEREAS**, the parties mutually desire to amend the Original Agreement to include the installation of a 6-foot chain link fence to secure the perimeter of the Soccer Facilities; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this “Agreement” in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of the date the last party signs it as identified below (the “Effective Date”) and shall continue as otherwise provided in the Original Agreement.

**2. ORIGINAL AGREEMENT SECTION 13**

Section 13 of the Original Agreement is amended in its entirety as follows:

The City and the School Board acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in section 768.28 of the Florida Statutes. Subject to and within the limitations of sections 163.01 and 768.28 of the Florida Statutes, City and the School Board agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one party to indemnify the other, nor as an obligation to or consent to be sued

by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either party to waive the monetary limitations (i.e., "statutory caps") of liability set forth in Chapters 163 and 768 of the Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding.

### **3. NEW SECTION 16 – FENCE INSTALLATION AND MAINTENANCE**

16. The School Board, at its sole cost and expense, shall

A. Remove the existing 4-foot fence along the south side and west side of the Soccer Facilities.

B. Install and maintain a 6-foot chain link fence around the concession/restroom area, connecting with the existing 4-foot fence line on the south side of the Soccer Facilities, and obtain all required permits. The 6-foot chain link fence shall continue on and replace the existing 4-foot fence along the west side of Soccer Facilities down to the retention pond area on the north side of Soccer Facilities as depicted in the attached Exhibit "A" and incorporated herein.

C. City staff shall determine the number, size, and location of lockable equipment gates and pedestrian gates along the new 6-foot chain link fence line.

D. The School Board shall be responsible for operating and maintaining the equipment and pedestrian gates to ensure the City has access to the Soccer Facilities during non-school hours. City Staff shall have access to maintain all three soccer fields and surrounding grounds during school hours, before and after school, and on all non-school days.


### **4. NEW SECTION 17 – NON-DISCRIMINATION**


17. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The School Board shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as follows.

ATTEST:

THE SHOOOL BOARD OF SARASOTA COUNTY,  
FLORIDA

  
Brennan Asplen, Superintendent  
Christopher T. Renouf

By:   
~~Jane Goodwin, Chair~~  
Bridget Ziegler

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MRM  
Date: November 16, 2022

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 202\_\_.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
MAYOR

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY

EXHIBIT A

