

**Memorandum of Understanding
Between the City of North Port, Florida and the School Board of Sarasota County
Regarding the Emergency Vehicle Operations Track**

This Memorandum of Understanding ("Agreement") is entered into as of the Effective Date identified herein, by and between the City of North Port, Florida ("City") and the School Board of Sarasota County ("School Board"), to transfer operation and control of the Emergency Vehicle Operations Track ("the Track") from the School Board to the City.

WITNESSETH:

WHEREAS, the City owns the Track, located at 6664 West Price Boulevard, North Port, Florida, as further depicted in Exhibit "A," attached hereto and incorporated as if set forth fully herein; and

WHEREAS, on May 24, 1993, the parties entered into a lease agreement wherein the City agreed to lease the Track and other real property to the School Board, and whereas the lease agreement was amended by the parties by Amendment dated February 6, 2001 (collectively "Lease Agreement"); and

WHEREAS, the Suncoast Technical College Criminal Justice Academy ("Academy"), a part of the School Board of Sarasota County, is currently the sanctioned entity for the Track's accreditation as a certified range and training center through the Criminal Justice Standards Training Commission ("CJSTC"); and

WHEREAS, the parties intend for the Track to retain its certification by the CJSTC and the Florida Department of Law Enforcement ("FDLE") as a certified Emergency Vehicle Operations Track and Training Classroom; and

WHEREAS, the parties mutually understand that the Track will retain its CJSTC certification status as long as the Academy has access to the Track for CJSTC classes and no physical changes are made to the Track; and

WHEREAS, the parties desire to enter into this Agreement wherein the City will retake control, operation, and maintenance of the Track, while allowing the Academy access to the Track for CJSTC classes and in order to ensure the Track remains in compliance with CJSTC rules and regulations; and

WHEREAS, the parties agree that no modification or improvement will be made to the Track, other than for the purpose of regular maintenance, until a new Emergency Vehicle Operations Training Facility is built within the City of North Port, Florida, to replace the Track and the New Facility is designated as a FDLE/CJSTC Certified Range.

NOW THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS:** The recitals above are incorporated as if set forth fully herein.
2. **EFFECTIVE DATE:** This Agreement shall become effective as of the date the last party ratifies and approves the Agreement ("Effective Date").

3. LEASE TERMINATION: The Lease Agreement between the parties is terminated as of the Effective Date of this Agreement.
4. OPERATION AND MAINTENANCE OF FACILITY: The City is solely responsible for the operation and maintenance of the Track and for the surrounding area that is located on City property. This responsibility includes scheduling the use of the Track. The City may modify and improve the areas surrounding the Track as long as no modification or improvement to those areas impact the City's ability to maintain the Track as a designated FDLE/CJSTC Certified Range.
5. COMPLIANCE WITH CJSTC RULES AND REGULATIONS: The City must comply with the CJSTC's standards and maintain the "Training School" certification for the Track pursuant to Rules 11B-21.005 and 11-B21.0051, of the Florida Administrative Code, as amended from time to time. The parties will cooperate to ensure that the Academy maintains its CJSTC Training School certification for the Track.
6. ACADEMY ACCESS AND ENSURING CJSTC CERTIFICATION:
 - a. During regular business hours, the Academy may enter the property located at 6664 West Price Boulevard, North Port, Florida, to ensure that the Track remains in compliance with CJSTC rules and regulations.
 - b. The Academy must not make any improvements or physical changes to the Track without the express written permission of the City. The parties must not make or construct any improvement to the Track, other than performing regular maintenance, that may impact the Track's CJSTC Training School certification.
 - c. The Academy shall have access to the Track for CJSTC classes.
7. TERM: Commencing on the Effective Date of this Agreement, the term of this Agreement shall be for four (4) years ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for a one (1) year term on an annual basis unless terminated as set forth herein.
8. INDEMNIFICATION: Each party agrees to indemnify and save harmless the other party, its agents, officials, and employees against all injuries, deaths, losses, damage claim, suits, liabilities, judgments, costs, attorney fees, and expenses which may accrue against the other party as a consequence of the intentional or negligent acts of the indemnifying party's employees, agents, or licensees arising out of the performance of each party's obligations under this Agreement up to the maximum limits provided by Section 768.28, Florida Statutes. Nothing contained in this section shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either party under the Florida Constitution or general law. In the event of any threatened or impending action that may give rise to a claim under the terms of this section, the party seeking indemnification for such claim must promptly give notice to the other party in writing by certified mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the indemnifying party. The terms of this section shall survive the termination of this Agreement.

9. ASSIGNMENT, LICENSING, AND PERMITTING: Neither party shall assign this Agreement or any right or responsibility herein without the written consent of the other party. The City must provide the School Board with no less than thirty (30) days advance written notice if the City will sublet or grant a concession or license to any other entity for the use of the Track or any part thereof. Notwithstanding the foregoing, permits for use of the Track by professional, educational, or public safety associations may be issued by the Academy. The Academy must provide the City with written notice upon the issuance of any such permits.
10. NO AGENCY: Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership, or joint venture, between the parties, it being understood and agreed that no provision contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that as detailed herein. The City shall at all times be solely responsible for the operation and maintenance of the Track under the sanction of the Academy.
11. BINDING EFFECT/COUNTERPARTS: By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
12. TERMINATION: It is the intent of the parties that this Agreement remain in effect until a new Emergency Vehicle Operations Training Facility is constructed and it receives CJSTC certification. Except as otherwise provided herein, either party may terminate this Agreement at any time without penalty or premium by providing the other party with sixty (60) days written notice of its intent to terminate.
13. GOVERNING LAW AND VENUE: The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.
14. SEVERABILITY: Should any provision of this Agreement be decided by the courts to be illegal, invalid, or conflict with any law, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.
15. HEADINGS: The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
16. COMPLETE AGREEMENT: This Agreement contains and embodies all the representations, covenants, and promises made by the parties. Except as otherwise provided herein, no modifications or Amendments to this Agreement shall be valid unless in writing and executed by the parties.
17. NON-DISCRIMINATION: Neither the City of North Port, Florida, nor the School Board discriminates on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services and shall not administer this Agreement in an unlawfully discriminatory manner.

18. NOTICES: All notices, correspondence, reports, or any other type of documentation required by this Agreement must be made in writing and shall be deemed given and served when deposited in the United States mail, postage paid, to the addresses listed below. Either party may change its address or representative by providing written notice to the other party.

For the School Board: Superintendent of Schools
1960 Landings Blvd.
Sarasota, FL 34231

For the City: City of North Port Police Department
Captain W. Michael Koval
4980 City Hall Blvd.
North Port, FL 34286
mkoval@northportpd.com

With copies of notices to: City of North Port
City Attorney's Office
4970 City Hall Blvd.
North Port, FL 34286
northportcityattorney@cityofnorthport.com

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SCHOOL BOARD OF SARASOTA COUNTY:

By: _____
Jane Goodwin, Chair

Date: _____

CITY OF NORTH PORT, FLORIDA:

By: Christopher Hanks, Mayor

Date: _____

ATTEST:

Kathryn Peto, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Amber L. Slayton, City Attorney

Exhibit A
MOU Regarding Emergency Vehicle
Operations Track



Exhibit A
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