

CITY OF NORTH PORT, FLORIDA/  
SARASOTA COUNTY SCHOOL BOARD  
(ELEMENTARY SCHOOL "I")  
WATER AND WASTEWATER SYSTEM  
INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the Sarasota County School Board, hereinafter referred to as "School Board", and the City of North Port, Florida an incorporated municipality located within the State of Florida, hereinafter referred to as the "City"

RECITALS

- 1 The School Board owns or controls lands located in North Port, Florida, and described in Exhibit" A ", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property", and School Board has or is about to develop the Property by erecting thereon, educational facilities improvements.
- 2 The School Board is desirous of prompting the construction and/or maintenance of central water and wastewater facilities so the users of educational facilities constructed will receive adequate water and wastewater service.
3. The City is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water and wastewater facilities, and to have extended such facilities by way of water and wastewater mains, and to thereafter operate such facilities so the occupants of each educational facilities constructed on the Property, will receive and adequate water and wastewater service from the City.
4. The City is also willing to provide reclaimed water service, if applicable and economically feasible and subject to City regulation

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the School Board and the City hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement

SECTION 2. DEFINITIONS. The definitions set forth in the chapter entitled "Public Utilities" found in the North Port City Code shall apply in this Agreement unless otherwise specified below. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" -the readiness and ability on the part of the City to furnish water and wastewater service to the Property

(2) "Point of Delivery or Collection" the point where the pipes of utility are connected with the pipes of the School Board. Unless otherwise indicated, the point of delivery shall be at a point on the School Board's Property line.

(3) "Contribution-in-aid-of-Construction" -The sum of money, and/or property, represented by the value of the water and wastewater collection and distribution system constructed by School Board, which School Board covenants and agrees to pay to the City as a contribution-in-aid-of-construction, to induce the City to continuously provide water and wastewater service to the Property

SECTION 3. EASEMENT AND RIGHT OF ACCESS. School Board hereby grants and gives the City the exclusive right or privilege to construct, own, maintain, and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats (see attached Exhibit "B") School Board acknowledges that the City will possess the right of ingress and egress to carry out these utility functions through the recording of the final plat. The foregoing grants shall be for such period of time, as the City requires such rights, privileges or easements in the ownership, maintenance, operation or expansion of the water and wastewater facilities. The City hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water and wastewater facilities in any of the easement areas; and the School Board in granting easement rights herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easements to other entities to provide to the Property any utility services other than water and wastewater service.

SECTION 4. PROVISION OF SERVICE. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the School Board, the City covenants and agrees that it will allow the connection of the water and wastewater

collection and distribution facilities installed by School Board to the central water and wastewater facilities of the City in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The City agrees that once it provides water and wastewater service to the Property and School Board, or others have connected customer installations to its system, that thereafter, the City will continuously provide in return for payment of all applicable rate, fees, and charges and in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, waste and wastewater service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water and wastewater collection and distribution operation of the City.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

- 5.1 So that the City may provide water and wastewater facilities, and to continuously provide customers located on the Property with water and wastewater services, School Board hereby covenants and agrees to pay for the construction and to transfer ownership and control to the City as a contribution-in-aid-of-construction, the off-site water and wastewater collection and distribution systems referred to herein.
- 5.2 School Board shall provide the City with engineering plans and specifications of the type and in the form as prescribed by the City, showing the on-site and off-site water and wastewater collection and distribution systems proposed to be installed to provide service to the subject Property. The City will advise School Board's engineer of any sizing requirements as mandated by the City's system policies and utility standards for the preparation of plans and specifications of facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to a master plan for the development of the Property and such master plan shall be submitted to the City concurrent with or prior to submission of plans for the first phase. All such plans and specifications shall be submitted to the City and no construction shall commence until City has approved such plans and specifications in writing. After approval, School Board shall cause to be constructed, at School Board's expense, the water and wastewater collection and distribution systems as shown on all plans and specifications.
- 5.3 During the construction of the water and wastewater collection and distribution systems by School Board, the City shall have the right to inspect such installation

to determine compliance with plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration/vacuum, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the City upon completion of construction

- 5.4 By these presents, School Board hereby transfers to the City, title to all water and wastewater collection and distribution systems installed by School Board's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the City of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the City, School Board shall convey to the City, by bill of sale, or other appropriate documents, in form satisfactory to the City's counsel, the complete off-site water and wastewater collection and distribution system as constructed by School Board and approved by the City. School Board shall further cause to be conveyed to the City, all easements and/or rights-of-way covering areas in which water and wastewater collection and distribution lines are installed by recordable document in form satisfactory to the City's counsel. All conveyance of easements and/or rights-of-way shall be accompanied by a title policy or other evidence of title, satisfactory to the City, establishing School Board's rights to convey such continuous enjoyment of such easements or right-of-way for those purposes set forth in this Agreement to the exclusion of any other person in interest. The use of easements granted by School Board shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not unreasonably and materially interfere with use by the City. The City agrees that the acceptance of the water and wastewater collection and distribution systems, installed by School Board, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the City for the continuous operation and maintenance of such systems from that date forward
- 5.5 All installations by School Board or its contractor shall be warranted for at least one year from the date of acceptance by the City. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. All water and wastewater collection and distribution facilities shall be covered by easements if not located within platted or dedicated rights-of-way.
- 5.6 Whenever the development of the subject Property involves one customer or a unity of several customers, and in the opinion of the City, ownership by the City of the internal water and wastewater collection and distribution system is not necessary, then, at the sole option of the City, School Board, or its successor or assigns, shall retain ownership and the obligation for maintenance of such on-site facilities

5 7 Payment of the contributions-in-aid-of-construction does not and will not result in the City waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by School Board making the contribution. The City shall not be obligated for any reason whatsoever nor shall the City pay any interest or rate of interest upon the contribution. Neither School Board nor any person or other entity holding any of the Property by, through or under School Board, or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water and wastewater facilities and properties of the City, and all prohibitions applicable to School Board with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water and wastewater services shall not be entitled to offset any bill or bills rendered by the City for such service or services against the contributions. School Board shall not be entitled to offset the contributions against any claim or claims of the City unless specified in the Special Conditions of this Agreement.

SECTION 6. EVIDENCE OF TITLE. Within a period of thirty (30) days after the execution of this Agreement, at the expense of the School Board, School Board agrees to either deliver to the City an Abstract of Title, brought up to date, which abstract shall be retained by the City, and remain the property of the City, or to furnish the City an opinion of title from a qualified attorney at law or a qualified title insurance company with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. The provisions of the Section are for the exclusive rights of service contained in the Agreement. Any mortgage or lien holder having an interest in the Property shall be required to join in the grant of exclusive service rights set forth in this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 7. OWNERSHIP OF FACILITIES. School Board agrees with the City that all water and wastewater facilities conveyed to the City for use in connection with providing water and wastewater services to the Property, shall at all times remain in the complete and exclusive ownership of the City, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property.

SECTION 8. APPLICATION OF RULES, REGULATIONS AND RATES.

Notwithstanding any provision in this Agreement, the City may establish, revise, modify and enforce rules, regulations and rates covering the provision of water and wastewater service to the Property. Such rules, regulations and rates are subject to the approval of the City of North Port, Florida. Such rules and regulations shall at all times be reasonable and subject to regulations as may be provided by law or under contract. Rates charged to School Board or customers located upon the Property shall be identical to rates charged for the same classification of service. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon School Board, upon any other entity holding by, through or under School Board; and upon any customer of the water and wastewater service provided to the Property by the City

SECTION 9. PERMISSION TO CONNECT REQUIRED. School Board, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect any customer installation to the water and wastewater facilities of the City until approval for such connection has been granted by the City.

SECTION 10. BINDING AGREEMENT: ASSIGNMENTS BY SCHOOL BOARD. This Agreement shall be binding upon and shall inure to the benefit of School Board, the City and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by School Board without the written consent of the City first having been obtained. The City agrees not to unreasonably withhold such consent

SECTION 11. NOTICES. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to: 7895 Fruitville Road, Sarasota, Florida 34240 (tel. 941-361-6680 and fax 941-361-6684) Attention: Charles E. Collins, Director, Construction Services, and if the City, shall be mailed or delivered to at: City of North Port, North Port Utilities 6644 W. Price Boulevard, North Port, Florida 34286. Attention: Utilities Director.

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of School Board and the City shall survive the completion of the work of School Board with respect to completing the water and wastewater facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT: AMENDMENTS: APPLICABLE LAW: ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect between School Board and the City, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between School Board and the City. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or

waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the City and it shall be and become effective immediately upon execution by both parties hereto. In the event that the City or School Board is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party in such suit shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS: LIMITATIONS ON LIABILITY.

- 14.1 STATUS. The parties deem each other to be independent contractors, and not agents of the other
- 14.2 INDEMNITY. The School Board shall indemnify the City, its respective agents, commissioners and employees, from and against any and all claims, liability, demands, damages, expenses, fees, fines, penal ties, suits, proceedings, actions and fees, including attorney's fees, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors, or omissions of the School Board, its agents, employees, servants, licensees, invitees, or contractors or by any person under the control of direction of the School Board, or by the School Board's use of the City's system, and the School Board shall indemnify and hold harmless the City as aforesaid from all liability, claims and all other items above mentioned, arising or growing out of or connected with any default, breach, violation or nonperformance by the School Board of any covenant, condition, agreement or provision contained in this agreement concerning all or any part of the City's system.
- 14.3 FORCE MAJEURE. The City shall not be liable or responsible to the School Board by reason of the failure or inability of the City to take any action it is required to take or to comply with the requirements imposed hereby (or any injury to the School Board or by those claiming by or through the School Board, which failure, inability or injury is caused directly or indirectly by force majeure as hereinafter set forth). The term "force majeure" as employed herein shall mean acts of god, strikes, lock-outs, or other industrial disturbance; acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics; breakdown of or damage to machinery, pumps or pipe lines; landslides, earthquakes, fires, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints of any nature whether federal, state, county, municipal or otherwise, civil or military; civil disturbance; explosions, failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether federal, state, county, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of the City and which by exercise of due diligence the City is unable to overcome

- 14.4 DISCLAIMER OF THIRD PARTY BENEFICIARIES. This agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this agreement or an authorized successor or assignee thereof.
- 14.5 DISCLAIMER OF SECURITY. Notwithstanding any other provision of this agreement, the School Board expressly acknowledges (1) that it has no pledge of or lien upon any real property (including, specifically, the City's system), any personal property, or any existing or future revenue source of the City (including, specifically, any revenue or rates, fees, or charges collected by the City in connection with the City system) as security for any amounts of money payable by the City under this agreement; and (2) that its rights to any payments or credits under this agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of the City, whether currently outstanding or hereafter issued.
- 14.6 INSURANCE. The Parties recognize the School Board is self insured pursuant to the limits set forth in the letter attached as exhibit "C" to the Agreement

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The School Board, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water and wastewater service to the Property during the period of time the City, its successors and assigns, provide water and wastewater service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the City shall have sole and exclusive right and privilege to provide water and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Sarasota County, Florida at the expense of the School Board.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full



power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder

SECTION 19. CAPACITY. The execution of this Agreement between School Board and the City does not constitute a specific reservation of capacity by School Board, and the City does not hereby guarantee that capacity will be available for School Board's project at any later date. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions", and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fees and charges or negotiated between the parties, by the School Board to the City. Said fees and charges shall also be set forth in Exhibit "B" hereof. City agrees to provide capacity for School Board's project in accordance with Exhibit "B".

SECTION 20. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between School Board and the City:

SEE EXHIBIT "B" ATTACHED TO AND INCORPORATED IN THIS AGREEMENT.

IN WITNESS WHEREOF, School Board and the City have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement

ATTEST:

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
HELEN M. RAIMBEAU, CMC  
CITY CLERK

\_\_\_\_\_  
FRED E. TOWER, III, COMMISSION  
CHAIR

Approved as to form and correctness:

\_\_\_\_\_  
ROBERT K. ROBINSON  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008 by the Commission Chair of THE CITY OF NORTH PORT, FLORIDA, on behalf of THE CITY OF NORTH PORT. He/She is personally known to me and did (did not) take an oath.

\_\_\_\_\_  
Notary Public

SCHOOL BOARD:

x: \_\_\_\_\_

By: Dr. Kathy Kleinlein, Chair  
\_\_\_\_\_

WITNESS:

x: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008 Dr Kathy Kleinlein, Chair of The School Board of Sarasota County, Florida authorized to do business in the State of Florida, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

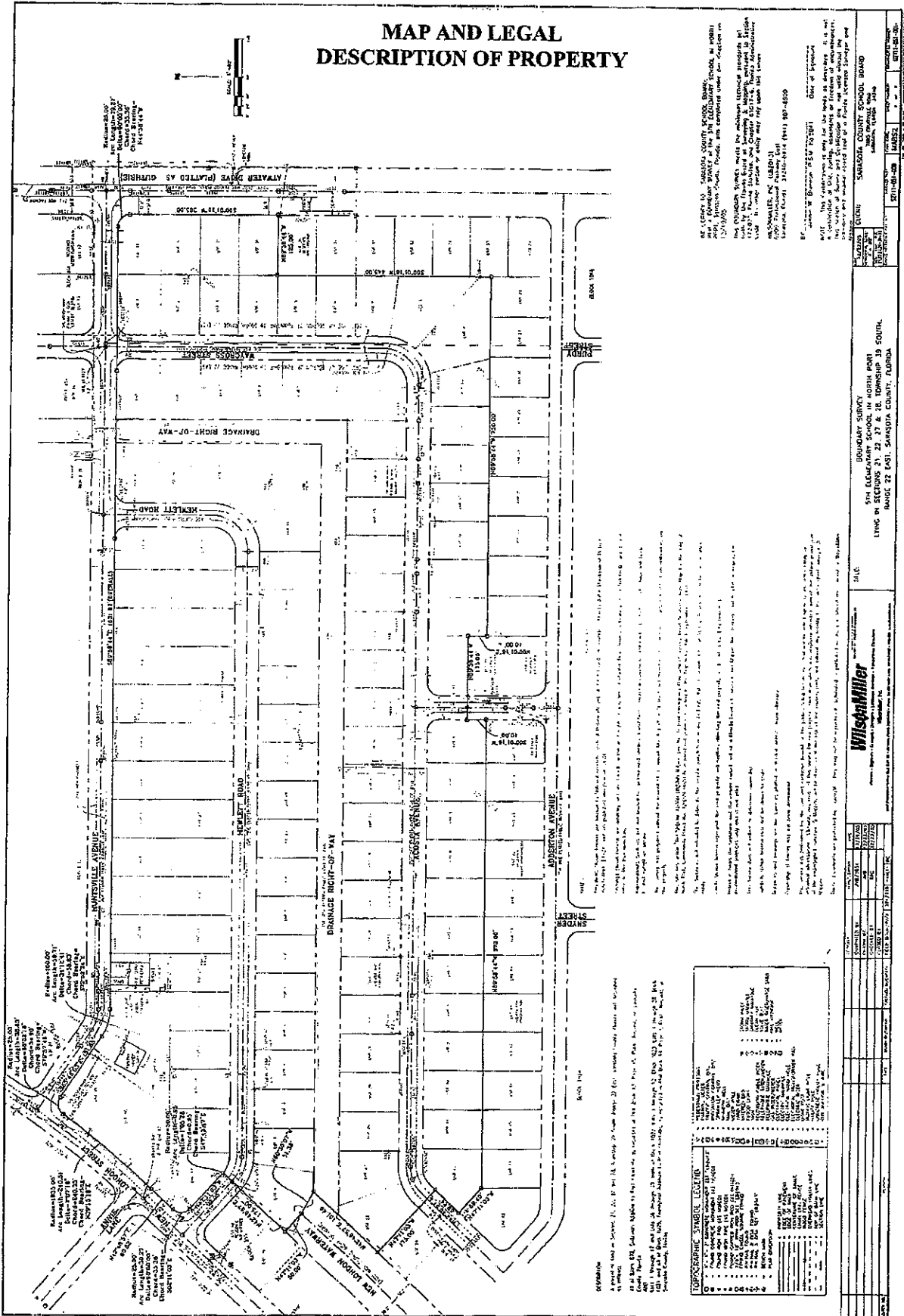
\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Serial Number, if any

# EXHIBIT A

## MAP AND LEGAL DESCRIPTION OF PROPERTY



**SECTION 13** - CONTAINS THE PROPERTY DESCRIBED HEREIN. THE PROPERTY IS LOCATED IN THE EAST 1/2 OF SECTION 13, TOWNSHIP 33 SOUTH, RANGE 22 EAST, SHARPS COUNTY, FLORIDA. THE PROPERTY IS BEING PLATTED AS SHOWN ON THIS MAP.

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OWNER	ADDRESS	PHONE	DATE
WILSON MILLER	1000 N. W. 22nd St., Ft. Lauderdale, Fla.	938-2222	10/15/78
WILSON MILLER	1000 N. W. 22nd St., Ft. Lauderdale, Fla.	938-2222	10/15/78
WILSON MILLER	1000 N. W. 22nd St., Ft. Lauderdale, Fla.	938-2222	10/15/78

**Exhibit B**

**SPECIAL CONDITIONS**

**Sarasota County School Board Elementary School I**

Pursuant to SECTION 20, the following are the Special Conditions mutually agreed upon between the School Board and the City. To the extent that these Special Conditions may conflict or contradict with the recitals or provisions contained within the Standard School Board's Agreement, these Special Conditions shall prevail.

1. Provided Sarasota County School Board (School Board) shall have complied with the requirements recited herein, the School Board is hereby granted the right to acquire 36.5 ERU's (Equivalent Residential Units) of water and domestic wastewater for the proposed Elementary School I to be built on the subject property, to be issued permits for and to receive water and wastewater service for the proposed Elementary School development within the subject property, under the following conditions:
  - a. To connect School Board's water transmission and distribution system to the City's existing water transmission system, School Board shall design to the City's specifications, apply for and be issued all required permits, and construct to the City's most current specifications all infrastructure, approved by the City of North Port Utilities Department. The School Board further agrees to install 6-inch and 8-inch diameter water mains for the project as required by the City of North Port Utilities Department.
  - b. To connect School Board's wastewater collection system to the City's existing wastewater system, School Board shall design to the City's most

current specifications, apply for and be issued all required permits, and to construct to the City's specifications all infrastructure as approved by the City of North Port Utilities Department. The School Board further agrees to install 8-inch and 12-inch diameter force mains for the project including a liftstation.

- c. The School Board shall be required to design to the City's most current specifications, apply for and be issued all required permits, and construct a lift station that will serve the project. Upon completion, this lift station will be turned over to the City to maintain and operate.
- d. The School Board shall be required to design to the City's specifications, apply for and be issued all required permits, and construct to the City's specifications as approved by the City of North Port Utilities Department, and install a DATAFLOW SCADA system on any existing or newly constructed lift stations that will serve the project.
- e. The School Board acknowledges that the City has requested the extension of the 8-inch water main to provide a looped water distribution system between Atwater Drive and New London Street.
- f. The School Board acknowledges that the City has requested the installment of an extension of the existing 6-inch water main to provide a looped water distribution system between Adderton Avenue and Italy Avenue. The School Board agrees to design these distribution mains and will prepare

either separate proposals or one bid proposal for the 6-inch water main and 8-inch water main as the alternate proposal.

- g. The School Board also acknowledges that the City has requested that a 8-inch force main be installed from the lift station to Price Boulevard and a 12-inch force main be installed from Price Boulevard to Haberland to the existing 12-inch force main and should then be extended from Haberland to just north of the Snover Waterway where it will connect to the existing 12-inch force main. The City has also requested the liftstation be upsized for a larger service area. This 12-inch and 8-inch force main are in lieu of the proposed 4-inch force main, which hydraulically satisfies the demand of the proposed development. The School Board agrees to design such oversized lift station and force mains and will prepare either separate bid proposals or one bid proposal for the original 4-inch force main with the oversized 8-inch and 12-inch force main as the alternate proposal
- h. It is understood that the School Board will be exempt from applicable fees pursuant to Florida State Statutes.
- i. Before publication or distribution by the School Board, the School Board agrees to submit either separate bid proposals or a singular bid proposal to the City for its review and comment. Provided that the City does not reject the bid proposal which the School Board intends to accept, the City agrees to pay the School Board in one installment the bid construction cost difference for all additional work requested by the City in subparagraphs (f),

and (g) above, including the extensions and the oversize portion of the project, to include pipe, valves, and lift station. For the work requested in subparagraph (e) above, the School Board and the City acknowledge and agree that the looped water distribution system benefits both parties and therefore agree to a 50/50 cost sharing of the section of the project from the entrance of Elementary School "I" to the connection at New London Street.

The City's payment shall be by check issued to, and payable to, the School Board. The School Board and the City agree that funds will be reimbursed out of the City's Fiscal Year 2007-2008 budget. Payment to the School Board will be made by the City within sixty (60) days of final acceptance by the City.

2. With regards to the School Board's Interlocal Agreement, Section 6, **Evidence of Title**, within a period of thirty (30) days after the execution of this agreement, at the expense of the School Board, the School Board agrees to deliver Evidence of Title to the City.
  
3. To the extent that the School Board may undertake any construction of utility improvements within the City right-of-way or upon City property, the City acknowledges that The School Board of Sarasota County, Florida is a self insured entity (see Exhibit C). Sarasota County School Board maintains self insurance as provided by Florida Statute 768.28 (governmental entity) and shall not be cancelled or revoked by the School Board without the City Manager having been given at least thirty (30) days written notice thereof.



4. School Board shall be responsible for design, permitting and construction of all required on and off-site utility infrastructure to comply with the City of North Port Utilities Manual of Standards and Specifications for the Construction of Water and Wastewater and all regulatory agencies' requirements for the development of the property.
5. All references in the School Board's Interlocal Agreement regarding turnover of on-site utilities to the City of North Port Utilities Department are deleted from this agreement. Inspection of said on-site utilities shall be conducted solely by the School Board, its successors and assigns. The City may request and the School Board shall grant reasonable and periodic inspection of on-site utilities. However, the design and construction will comply with the City requirements and a City staff will witness required tests.
6. The School Board will be responsible for maintenance and operation of all on-site utilities.
7. The School Board will transfer all off-site utilities to the City and will provide the City with closeout documents as required by the Utility Department including but not limited to the Bill of Sale and Affidavit of No Lien and Certificates of Construction Completion from regulatory agencies after the completion of the project for the City's operation and maintenance.
8. The School Board agrees to the working hours as set forth in this agreement. Normal working hours are defined as Monday through Friday 7:00AM to 3:30PM. Work outside of the normal working hours will constitute an

“Overtime” rate, which will be reimbursed to the City. The Overtime rate will be calculated by the City on a time and a half basis plus all overhead fees. Should work be conducted on scheduled holidays, the School Board will be responsible to reimburse on a double time and a half rate plus all overhead fees. The City will invoice for such fees and payment must be made within a two-week period.

9. The Parties understand and agree that this Amendment may be modified by written mutual consent of both parties only

10. All notice under this Agreement shall be in writing and shall be deemed as sufficiently given if sent by registered mail, postage prepaid as follows:

a. To City of North Port:

North Port Utilities  
Attention: Utilities Director  
6644 W Price Boulevard  
North Port, Florida 34286

b. To Sarasota County School Board:

Attn: Charles E. Collins,  
Director of Construction Services  
Sarasota County School Board  
7895 Fruitville Road  
Sarasota, Florida 34240

11. The Agreement binds the parties and their successors and assigns.



EXHIBIT C  
**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

RISK MANAGEMENT

1960 LANDINGS BOULEVARD

SARASOTA, FLORIDA 34231-3331

TELEPHONE (941) 927-9000 • FAX (941) 927-4046

www.sarasota.k12.fl.us

December 21, 2007

Mr. Steve Gailbreath  
Risk Management Coordinator  
City of North Port  
4790 City Hall Boulevard  
North Port, Florida 34286

RE: Insurance Requirements for Elementary School "I"

Dear Mr. Gailbreath:

The School Board of Sarasota County, Florida is a self-insured [self-funded] government entity, pursuant to the limits in Florida Statute 768.28. The coverage levels for the lines of coverage requested are as follows:

Workers' Compensation

- Self-funded inception date July 1, 1985.
- Statutory limits.
- Specific Excess Coverage with \$750,000 SIR per claim, \$25,000,000 per claim limit.

Commercial General Liability

- Self-funded inception date January 15, 1987.
- Statutory limits of \$100,000 per claim, \$200,000 per occurrence.
- No excess coverage.

Commercial Auto Liability

- Self-funded inception date July 1, 1995.
- Statutory limits of \$100,000 per claim, \$200,000 per occurrence.
- Or \$5,000 times the seating capacity of the school bus whichever is greater.
- No excess coverage.

Our risk financing arrangements have always been accepted as adequate for all of our interagency [interlocal] agreements.

If you have any further questions, please call.

Sincerely,

A handwritten signature in cursive script that reads "Bert Palmer".

Bert Palmer  
Risk Manager

Cc: Sue Bouffard, SBSC  
Arthur Hardy, Esq.