

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SARASOTA, FLORIDA AND
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA FOR VEHICULAR AND
PEDESTRIAN TRAFFIC MITIGATION AND ENHANCED SECURITY FOR
SARASOTA HIGH SCHOOL**

This Interlocal Agreement is made and entered into this _____ day of _____, 2018, by and between the City of Sarasota, Florida, a municipal corporation, hereinafter referred to as "City," and the School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida, hereinafter referred to as "School Board."

WITNESSETH:

WHEREAS, the City and School Board have entered into previous Interlocal Agreements, dated December 15, 1993 and March 11, 1997, regarding traffic monitoring and implementation of transportation mitigation alternatives involving improvements to the campuses of Sarasota High School and Alta Vista Elementary School both situated in the City; and

WHEREAS, the provisions of these previous Interlocal Agreements have been fulfilled by the parties; and

WHEREAS, subsequent additional renovations and improvements have been made to the campus of Sarasota High School which occupies property on both the east and west side of School Avenue; and

WHEREAS, the School Board has just completed a transportation study recommending the vacation of School Avenue from Hatton Street to Tami Sola Street because adjacent and parallel roadways have available vehicular capacity, alternative pedestrian routes, and available bike facilities; and

WHEREAS, the parties intend to implement additional vehicular and pedestrian traffic mitigation plans in an effort to provide additional security to students and others on the campus of Sarasota High School; and

WHEREAS, the School Board recognizes a need to provide for the immediate closure of School Avenue to all users—motorists, pedestrians, and bicyclists—during active school hours. The immediate plans for additional security through traffic mitigation, specifically including fencing and gates to be placed across School Avenue to provide single point visitor access and control to the Sarasota High School campus during times when students are present, have been shared with the Alta Vista Neighborhood Association.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED BETWEEN THE CITY AND SCHOOL BOARD AS FOLLOWS:

1. The above recitals are true and correct and are incorporated herein.
2. The City and the School Board agree to secure the Sarasota High School Campus by establishing a single point of entry through which all students and visitors shall enter the campus. The parties agree to immediately close School Avenue to all transportation modes and users—including motorists, pedestrians, and bicyclists—from 6:30 am to 10:00 pm, Monday through Friday on days in which school is in session by constructing fences and gates across School Avenue to the south of its intersection with Hatton Street, approximately 300 feet north of its intersection with Tami Sola Street, and an automatic vehicle access gate to the north of its intersection with Tami Sola Street.

3. So as to control all pedestrian and vehicular access to the campus of Sarasota High School during the times specified in paragraph 2 above, vehicular gates shall be installed across School Avenue and pedestrian gates shall be installed across the adjacent sidewalks at intersections with Hatton Street and Tami Sola Street. The location of all of the foregoing gates are depicted on the sketches attached hereto and incorporated by reference herein as Exhibit A. The fences and gates across School Avenue shall be constructed of aluminum picket sections, similar to the existing fencing installed on the west side of School Ave. All posts, hardware and panels will be black in color to match the existing fence. Fencing and gates will be sized such that all access to the campus will be restricted when they are closed and road access and sidewalk access will be unrestricted when they are open. The automatic vehicle access gate will be constructed of black pipe and fabric and will carry appropriate directional signage.

4. The School Board shall install signage that details the hours of the closure of School Avenue. The signs shall be located so that pedestrians and motorists recognize the road closure prior to reaching the closed section of School Avenue.

5. The School Board shall be responsible for all construction and maintenance costs for the fencing and gates.

6. The School Board will secure any necessary right of way permits from the City prior to beginning construction.

7. The gates will be closed from 6:30 am – 10:00 pm, Monday—Friday on days in which school is in session.

8. In the event of a dispute between the City and School Board regarding any provision of this Interlocal Agreement, the City Manager and the Superintendent of Schools, or their designees, shall review such dispute and consider options for resolution. This same process

shall be utilized when seeking clarification or interpretation of any provision of this Interlocal Agreement. In the event the dispute is not resolved administratively, either party may take appropriate legal action. This paragraph shall be the alternative dispute resolution referenced in Section 164.1041, Florida Statutes.

9. This Interlocal Agreement shall not be transferred or assigned by either party.

10. All notices required or desired to be given pursuant to this Interlocal Agreement shall be in writing and delivered, by U.S. Mail, registered or certified, postage pre-paid and return receipt requested to:

Notices to City:

City Manager
City Hall
1565 First Street
Sarasota, FL 34236

Notices to School Board:

Superintendent of Schools
The School Board of Sarasota County
1960 Landings Blvd.
Sarasota, FL 34231

11. This Agreement shall supersede and cancel those certain Interlocal Agreements dated December 15, 1993 and March 11, 1997, related to School Avenue between the parties.

12. The parties agree that they will meet every ten (10) years to review the terms of this Interlocal Agreement and propose amendments, if desired. This provision does not prevent either party from requesting an earlier meeting.

13. This Interlocal Agreement shall become effective upon its approval by the City Commission of the City of Sarasota and the School Board of Sarasota County, Florida and recording in the Official Records of Sarasota County.

IN WITNESS WHEREOF, this Interlocal Agreement has been signed by the parties hereto:

DATED this _____ day of _____, 2018 by the City of Sarasota, Florida.

DATED this _____ day of _____, 2018 by the School Board of Sarasota County, Florida.

CITY OF SARASOTA

Attest:

By: _____
Shelli Freeland Eddie, Mayor

Pamela M. Nadalini, MBA, BBA, CMC,
City Auditor and Clerk/Chief Audit
Executive

Approved as to form and correctness:

City Attorney

SCHOOL BOARD OF SARASOTA COUNTY

Attest:

By: _____
Bridget Ziegler, Chair

Kathy Tomkins, Board Assistant

Approved as to form and correctness:

School Board Attorney