

AGREEMENT

THIS AGREEMENT, is made and entered into this ___ day of _____, 2009, by and between the RIVERVIEW HIGH SCHOOL FOUNDATION, INC., a Florida not for profit corporation (the "Foundation") and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate under the laws of the State of Florida (the "School Board").

WITNESSETH:

WHEREAS, the School Board is in the process of rebuilding Riverview High School; and

WHEREAS, the School Board and the Foundation wish to share the cost of constructing and equipping a new Science Center which includes a Planetarium, on the rebuilt Riverview High School campus; and

WHEREAS, the students of Riverview High School and all students in Sarasota County will utilize the Science Center and will benefit from the construction of the Science Center; and

WHEREAS, it is most cost effective to time the construction of the Science Center while the remainder of the campus buildings are being constructed; and

WHEREAS, the Foundation will contribute funds to the construction project for the Science Center; and

WHEREAS, The School Board and the Foundation wish to set forth the terms and provisions of their agreement to share in the construction and equipping costs of the Science Center; and

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

1. The School Board will build and equip the Science Center as part of its construction of a rebuilt Riverview High School campus. It is anticipated that construction of the Science Center will begin in June, 2009 and be completed by February, 2010. The Parties recognize that this construction schedule is not guaranteed.

2. Foundation agrees to contribute toward the construction of the Science Center for all properly incurred expenses of construction and equipment for the Science Center in the total amount of \$345,788.00. The Foundation shall provide said funds to School Board according to the following schedule:

- a. \$50,000.00 on or before April 30, 2009;
- b. \$200,000.00 on or before September 1, 2009; and

- c. \$95,788.00 to be paid on a schedule that runs concurrent with payments made from the School Board to W.G. Mills, Inc. (the construction company building the Science Center). Said payments will be paid on a monthly basis beginning on June 1, 2009 and ending on February 1, 2010.

3. The School Board will have complete control, responsibility, liability and authority in the management, scope of work and construction of the Science Center. Other than the provisions set forth in this Agreement, the Foundation shall have no authority or liability to take part in the management, scope of work or construction details of the Science Center. The School Board retains complete authority in all matters affecting the business and affairs of the construction and for any contracts or business related to the Science Center.

4. All moneys contributed by the Foundation and received as payment for the construction and equipping of the Science Center by the School Board will be treated and regarded as, and are declared to be funds in trust for the performance of the construction of the Science Center and shall be utilized for no other purpose other than the construction of the Science Center.

5. It is specifically understood and agreed by the Parties that this Agreement extends only to the performance of the construction and equipping of the Science Center, and in no event will the payment of the sums be used for any other purpose.

6. At all times, the Parties agree that the School Board shall retain complete control of the construction of the Science Center and shall retain the right and complete discretion of whether to terminate the construction of the Science Center. If, after the first (1st) payment of the funds have been made by the Foundation, the School Board makes the determination that construction shall not be undertaken, then all funds paid to the School Board by Foundation shall be a returned to the Foundation in full. If, prior to completion of the construction of the Science Center, the construction of the Science Center is terminated, or abandoned, for any reason other than the nonpayment of funds in the sums articulated in paragraph 2 above, and after written notice from the Foundation, the School Board shall refund to Foundation all funds provided to the School Board pursuant to this Agreement. In the event the Foundation fails to make any payment listed in paragraph 2 above, in addition to all other remedies available to the School Board for the Foundation's breach, the School Board also has the right to retain any previously received funds and to permanently discontinue work on the Science Center.

7. The Parties acknowledge that this agreement includes a fully equipped Planetarium with the equipment as follows:

- a. Fulldome, single projector, full color digital Planetarium System (Mediaglobe II);
- b. Forty foot (40') titled dome aluminum projection with cove trough;

And as more fully described in Exhibit "A" attached hereto.

8. Foundation or School Board may, but shall not be required, to fund the purchase and installation of further equipment to the Planetarium; said equipment is more fully described in Exhibit "B" attached hereto. The equipment set forth in Exhibit B is not required to fully equip the Planetarium, but is in addition to the required and operational equipment set forth in Section 7 above. Nothing may be installed in the Science Center without the expressed written permission of the School Board.

9. Upon the completion of the Planetarium Building, the School Board shall cause to be placed on the physical building, a plaque inside the Planetarium facility which shall read: "This Planetarium was made possible by a generous grant from Roland Abraham and Emily Abraham."

10. The School Board shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements.

11. No interests of the Parties to this Agreement, including any of the parties respective interest in any moneys belonging to, or which may accrue in connection with the construction of the Science Center may be assigned, pledged, transferred or hypothecated, except if the other party gives its written consent.

12. This Agreement, subject to the provisions contained in it, inures to the benefit of, and is binding on the parties to this Agreement, their successors, trustees, assigns, receivers and legal representatives, but does not inure to the benefit of any other person, firm, or corporation.

13. All notices to the Parties pursuant to this Agreement shall be in writing and shall be deemed effective when given by personal delivery, US certified mail, fax or e-mail to the following recipients:

The Foundation:

William E. Robertson, Esq.
Kirk-Pinkerton, PA
50 Central Avenue, Suite 700
Sarasota, FL 34236
Phone: 941-364-2400
Fax: 941-364-2490
Email: wrobertson@kirkpinkerton.com

And:

John Kampmann, PE
MEA Engineers, Inc.
5656 Lawton Drive
Sarasota FL 34233
Phone: 941-922-3854
Fax: 941-922-9564
Email: jkampmann@meaengineers.com

The School Board:

Superintendent
The School Board of Sarasota County
1960 Landings Boulevard
Sarasota, FL 34231-3331

14. To the extent not otherwise provided in the Agreement, the terms of this Agreement shall be governed by the laws of the State of Florida.

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

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

**THE RIVERVIEW HIGH SCHOOL
FOUNDATION, INC.**, a Florida Not For Profit
Corporation

By: _____
John Kampmann, President

Witnesses as to Riverview High
School Foundation, Inc.

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

By: _____
Caroline G. Zucker, Chair

Witnesses as to The School Board of
Sarasota County, Florida