

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made this _____ day of _____, 2010, between The School Board of Sarasota County, Florida (the "School Board"), a body corporate under the laws of the State of Florida, and the City of Venice, Florida, (the "City") a municipal corporation.

WHEREAS, the School Board anticipates completion of construction of a high school with an auditorium on its property in Venice, Florida (the "Venice High School") on or before December 31, 2014; and

WHEREAS, the City is desirous of upgrading the auditorium on the campus of Venice High School to a Performing Arts Center and to share its use; and

WHEREAS, the School Board and the City are desirous of entering into an Interlocal Agreement in accordance with Chapter 163, Florida Statutes, to share the cost of construction and the use of the Venice Performing Arts Center on the campus of Venice High School.

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

1. The School Board shall construct the upgrades to its planned auditorium at Venice High School as listed in Attachment A hereto.

2. The City shall pay the sum of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) to the School Board for the upgrades which sum includes Two Hundred Ten Thousand Dollars (\$210,000) in architectural and engineering fees.

The City shall remit such sum to the School Board as follows:

- a. Two Hundred Ten Thousand Dollars (\$210,000) representing architectural/engineering fees on or before January 31, 2010
- b. One Million Eight Hundred Twenty Two Thousand Five Hundred Dollars (\$1,822,500.00) on or before December 31, 2010.
- c. One Million Eight Hundred Twenty Two Thousand Five Hundred Dollars (\$1,822,500.00) on or before December 31, 2011.
- d. One Million Eight Hundred Twenty Two Thousand Five Hundred Dollars (\$1,822,500.00) on or before December 31, 2012.
- e. One Million Eight Hundred Twenty Two Thousand Five Hundred Dollars (\$1,822,500.00) on or before December 31, 2013.

3. In addition to constructing the Venice Performing Arts Center, the School Board shall also separate electrical service and construct a separate chiller unit relative to the existing Venice High School music suite (the "Music Suite"), designated as building 42 on the current Venice High School campus, for the exclusive use of performing arts organizations.
4. In addition to amounts specified in paragraph 2 above, the City shall pay the School Board a sum of no greater than One Hundred Fifty Thousand Dollars (\$150,000.00) for the retrofits of the Music Suite described in paragraph 3 above. The School Board will inform the City of the sum required after the City receives a total of the contractor's submitted invoices for completing the work on the music suite. The City shall remit such sum to the School Board on or before December 31, 2012.
5. The School Board and the City agree that the design and construction of the Venice Performing Arts Center and the Music Suite shall be under the direction of, and shall be the sole responsibility of, the School Board.
6. The School Board and the City agree to the following priorities and usage of the Venice Performing Arts Center:
 - a. Sarasota County students shall have priority during school hours and at other predesignated hours as established by the School Board with the consent of the City pursuant to subsection (c) below.
 - b. The City shall have priority use of the Venice Performing Arts Center after school hours and during weekends and holidays unless the School Board has established predesignated hours for use of the Venice Performing Arts Center during such times as are established under paragraph 6 (a) above. City use of the Venice Performing Arts Center during school hours shall be accommodated as the demands of the School Board permit.
 - c. The School Board shall appoint a representative from Venice High School, and the City shall appoint a representative to communicate and meet when necessary to establish usage times and coordinate usage of the Venice Performing Arts Center consistent with this Agreement.
7. Prior to completion of the Venice Performing Arts Center, the City and School Board shall execute a Use Agreement governing the specific terms and conditions regarding the use of the facility. The initial term of said Use Agreement shall not be less than thirty (30) years. Among other things, the Use Agreement shall provide that the City or any other party using the Venice Performing Arts Center

shall pay the School Board the customary fees for usage of school facilities pursuant to School Board fee schedule which may be amended from time to time.

8. The parties anticipate there will be a separate Lease Agreement, in a form acceptable to the School Board, entered into between the School Board and the Venice Symphony governing the use and occupation of the Music Suite. The City shall have no responsibility under this lease nor will the City be a party to the lease.
9. Notices given under this Interlocal Agreement shall be in writing and delivered as follows:
 - a. Notice to the City:
City Manager
City of Venice, Florida
401 West Venice Avenue
Venice, FL 34285
 - b. Notice to the School Board:
Superintendent
The School Board of Sarasota County, Florida
1960 Landings Blvd.
Sarasota, FL 34231
10. This Interlocal Agreement represents the entire agreement of the parties and no prior or subsequent oral agreement shall be binding upon any of the parties until reduced to writing and signed by the parties.
11. A fully executed copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court for Sarasota County, Florida.

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

Document approved as to form:

MATTHEWS EASTMOORE
Attorney for the School Board
of Sarasota County, Florida

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

By: _____

By: _____
Chair

Date: _____

Document approved as to form:

CITY OF VENICE, FLORIDA

City Attorney

By: _____
Mayor

Date: _____

ATTEST:

City Clerk