

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made this ____ day of _____, 2015, between The School Board of Sarasota County, Florida (the "School Board") and the City of North Port, Florida, a municipal corporation under the laws of the State of Florida (the "City").

WHEREAS, the School Board anticipates construction of a Suncoast Technical College campus on its property in North Port, Florida (the "Suncoast Technical College-North Port"); and

WHEREAS, the School Board intends to include a Culinary Arts Program and associated dining area on the campus of the Suncoast Technical College-North Port phase one; and

WHEREAS, the City is desirous of including a Conference Center on the campus of the Suncoast Technical College-North Port which will be available for the City's shared 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 design, build and share the Suncoast Technical College-North Port Conference Center facilities (the "Conference Center")

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 provide the upgrades to its dining area to a Conference Center (the "Upgrades") to its planned campus footprint at Suncoast Technical College-North Port as set forth in Appendix A.

2. The City shall pay, to the School Board, the sum of Seven Hundred Fifteen Thousand Dollars (\$715,000.00) plus any additional associated site and development costs for the Upgrades listed in Appendix "A."

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

- a. Sixty Five Thousand Dollars (\$65,000.00) representing architectural/engineering fees on or before July 31, 2015; and
- b. Six Hundred Fifty Thousand Dollars (\$650,000.00) on or before January 31, 2016.
- c. Any additional balance resulting from the associated site and development costs for upgrades listed in Attachment A on or before sixty days from the date the School Board notifies the City of the balance amount. These additional charges will be primarily associated with additional parking spaces and the associated storm water requirements. The Board agrees to provide the City with an estimate of these costs sixty days prior to the final balance amount being due.

3. The School Board will be responsible for hiring an architect/engineer to prepare the design specifications for construction, hiring a Construction Manager to build the campus, and will commence work on the campus of the Suncoast Technical College-North Port including the Conference Center.

4. The basic specifications for the Conference Center are referenced in this Interlocal Agreement and incorporated herein as reflected in Appendix "A".

5. The School Board and the City agree that the design and construction of the Conference Center shall be under the direction of, and shall be the sole responsibility of, the School Board. Prior to completion of the Conference Center, the City and School Board shall execute a Use Agreement governing the specific terms and conditions regarding the use of such facilities. The initial term of said Use Agreement shall be for thirty (30) years. This Use Agreement will include provisions for use as well as specific provisions for routine maintenance, life cycle equipment replacement, custodial services, and payment of utilities. The parties agree that those services will be provided by the School Board.

6. The School Board and the City agree that the Use Agreement will provide for the following priorities and usage of the Conference Center:

- a. For purposes of use, this agreement will view the Conference Center as three distinct spaces: 1) the dining area associated with the Culinary Arts Program as identified in Appendix "A" (School Board priority space) ; 2) the non-dining area—or the remainder of the Conference Center space (City priority space); and 3) the full Conference Center which includes both the dining and non-dining areas (jointly scheduled).
- b. Sarasota County School students, School Board staff and affiliated organizations (including approved rentals) shall have first priority use in the dining space of the Conference Center at all times. The City shall have second priority use of the dining space (not including the Culinary Arts kitchen or associated classroom space) during non-school hours, during weekends and holidays unless the School Board has established predesignated hours for use. City use of the dining space during school hours shall be accommodated as the demands of the School Board permit.
- c. The City shall have first priority use of the Conference Center space outside the dining space at all times. The School Board shall have second priority use of the Conference Center space outside the dining space. School Board use of the non-dining space shall be accommodated as the demands of the City permit.
- d. Use of the full Conference Center space (including both dining and non-dining spaces) will be coordinated between the parties. The School Board shall appoint a representative from Suncoast Technical College, and the City shall appoint a representative from the City to communicate and meet when necessary to further establish usage times and coordinate usage of the full Conference Center.

7. The parties agree to not charge one another a rental fee for use of any of the Conference Room space (dining and non-dining spaces). The School Board shall establish rental rates and develop a rental agreement for other users' one rate applicable to non-profit organizations and another applicable to for-profit organizations, and will establish insurance requirements, among other things. In cases where a third party user rents any portion of the Conference Center the School Board shall retain the rent. In return for this revenue the School Board will provide ongoing custodial services, routine maintenance (not including life cycle replacement such as exterior painting, roof, mechanical systems, etc), and electrical service to the Conference Center at no cost to the City.

8. The parties agree that, as between them, responsibility for claims, damages, personal injuries or property damage shall be determined by which party has control of the Conference Center facilities at the time of the incident giving rise to claim. Control shall be established by the schedule of operation and use as modified by any predesignated hours for school use, as provided for in the Use Agreement described in paragraph 8 above. Accordingly, to the extent permitted by Florida Statute §768.28(19) the City shall indemnify and hold harmless the School Board from and against any and all liabilities, claims, demands, suits, cause of action, losses and expenses including attorney's fees arising or growing out of its use of the Conference Center facilities. To the extent permitted by Florida Statute §768.28(19), the School Board shall indemnify and hold harmless the City from and against any and all liabilities, claims, demands, suits, cause of action, losses and expenses including attorney's fees, arising or growing out of its use of the Conference Center facilities.

Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of either the City or School Board or to affect, limit or reduce the protection afforded either governmental entity under the provisions of Florida law.

9. If for any reason the City determines to abandon the Upgrades after the commencement of the design phase, the City shall pay to the School Board any architectural/engineering fees actually incurred attributable to the Upgrades, up to the time the School Board receives notice of the City's abandonment. The City shall also be responsible for any architectural/engineering fees required to be expended by the School Board to redesign the Culinary Arts spaces and associated parking if abandoned by the City. In addition to any architectural/engineering fees incurred as a result of the City's abandonment, the City shall also reimburse the School Board for any construction management administration fees related to the City's abandonment of the Upgrades as well as any actual construction costs already expended for construction of the Upgrades. The City's obligation under this paragraph is not limited to its initial payment of Sixty Thousand Dollars (\$65,000.00), however, if any balance of the City's payment of Seven Hundred Fifteen Thousand Dollars (\$715,000.00) plus any additional associated site and development costs remains after paying architectural /engineering and construction management fees pursuant to this paragraph, such balance shall be remitted to the City.

If for any reason the School Board abandons the upgrades or fails to construct Conference Center Facilities, the School Board will return to the City the Seven Hundred Fifteen Thousand Dollars (\$715,000.00) plus any additional associated site, development and interest at the legal rate to the City. The money will be payable upon demand five (5) years from the date of this agreement in the event that the Conference Center Facilities are not constructed or then actively under construction.

10. (a) The parties recognize that the School Board, as the owner of the Conference Center and the surrounding campus, insures the entire facility including the Conference Center through an existing property insurance policy with associated deductibles and policy limits that insures all property of the School Board throughout Sarasota County. Subject to sub-paragraph (b) below, in the event of any loss to the campus, including the Conference Center, each party to this agreement will be responsible for its proportionate share of the loss. Proportionate share will be based on square footage of space. The City will be responsible for the square footage space of the Conference Center and the School Board will be responsible for the rest of the campus footprint (square feet under air). That is, if a loss occurs and only damages the Conference Center, the City will be responsible for the applicable deductible and any other associated costs not covered by the policy. If portions of the campus in addition to the Conference Center are damaged by a loss and the loss has not exceeded the policy limits, the City would be responsible for only its percentage of the applicable deductible and any other associated costs not covered by the policy based on its proportionate share of square footage of the Conference Center related to the total campus square footage footprint.

(b) If the School Board experiences property damage to its property from a catastrophic event and damages exceed that of the School Board's property insurance policy limits, the School Board will have the sole right to decide whether or not to rebuild the campus. Should the School Board decide to rebuild the campus, the City will have the right to decide whether or not to rebuild the Conference Center. Should the City decide to rebuild the Conference Center as part of the School Board's campus rebuild, the City agrees to bear all costs associated with design and construction of that space.

11. The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which City is a party, are and shall remain subject to the provisions of the Fiscal Non-Funding Act § 166.241, Fla. Stat. regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of the City that may arise under this Agreement; however, since funds are appropriated annually by the North Port City Commission on a fiscal year basis, and since funds have not yet been appropriated for the undertakings contemplated herein, the City legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the North Port City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the North Port City Commission).

During the term of this Agreement, the Mayor or other appropriate official shall for each fiscal period include in the budget application submitted to the City Commission the amount necessary to fund City's obligations hereunder for such fiscal period. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section.

This Agreement shall not constitute an indebtedness of the City nor shall it constitute an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

Should the City not fulfill a financial obligation pursuant to this agreement or the subsequent Use Agreement, the School Board has the right to terminate this agreement, and the User Agreement, without any further obligation. Should the School Board exercise that right, no money

previously paid by the City to the School Board will be reimbursed and the City shall have no further right to use any of the facilities which are the subject of this agreement.

12. Notices given under this Interlocal Agreement shall be in writing and delivered as follows:

a. Notice to the City:

City Manager
City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34286

b. Notice to the School Board:

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

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

14. 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: _____
Frank Kovach, Chair

Date: _____

Document approved as to form:

CITY OF NORTH PORT, FLORIDA

Mark Moriarty, City Attorney

By: _____
Rhonda Y. DiFranco, Mayor

Date: _____

ATTEST:

Helen Raimbeau, MMC City Clerk

Schematic Design: First Floor Plan STC Culinary/Gallery & Grab-n-Go

The Culinary Arts program spaces including the Meeting Room and Bistro / Dining Room are substantially same as the North Campus of Suncoast Technical College

Meeting Room: 2,535 SF
Upgraded program building area. Upgrades shall include additional site and development costs for this Meeting Room program addition

Denotes perimeter of Culinary Arts Program

