

**INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the Board of County Commissioners, Collier County, Florida, a political subdivision of the State of Florida, hereinafter called the SCHOOL BOARD and the City of Naples, Florida, a municipal corporation hereinafter called the CITY.

**W I T N E S S E T H:**

WHEREAS, the CITY, in cooperation with the SCHOOL BOARD wishes to upgrade and improve the SCHOOL BOARD lighting at the Lake Park Elementary School ball diamond in exchange for usage of said field for CITY recreational usage, hereinafter referred to as the "Project", and

WHEREAS, the CITY wishes to engage the services of a firm capable of performing the work related to the "Project", hereinafter called the CONTRACTOR, and

WHEREAS, the CITY is agreeable to and desirous of undertaking such services in connection with the "Project", and

WHEREAS, the CITY is agreeable to and desirous of providing funding for this "Project" as described herein;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the CITY hereby agrees to undertake said services in connection with the "Project" as outlined below, and the CITY hereby covenants to implement the "Project" subject to the terms and provisions as hereinafter contained:

**SECTION I. DESCRIPTION OF SERVICES AND TERMS OF USE**

- 1.1 The identity and location of the ball diamond where lighting is to be provided shall be as per Exhibit "A", attached, and incorporated herein by reference.
- 1.2 It is further agreed by the SCHOOL BOARD that the CITY shall have the usage of the facilities listed in Article 1.1 above, after school hours, Monday through Friday, 3:30 pm until 10:00 pm; and on weekends, Saturday and Sunday from the

hours of 6:00 a.m. until 10:00 p.m., and days when school is not in session, including but not limited to summer break and holidays.

- 1.3 The CITY and the SCHOOL BOARD agree that the school restroom facilities (which have direct outside access) shall be made available to the public during the periods when the facilities as described in Section 1.1 are in use by the CITY, for the days and time periods as described in Section 1.2.
- 1.4 SCHOOL BOARD shall repair and maintain the ball diamond. Repair and maintenance shall include the following items: irrigation, mowing, and clay work. Repair and maintenance on these items shall be in accordance with CITY park standards. The CITY will repair and maintain the lighting at the ball diamond at CITY'S expense. CITY shall be able to maintain and repair the lighting during regular school hours on a schedule to be coordinated between the CITY representative or their designee and the SCHOOL BOARD representative or their designee.

## **SECTION II.**

### **TERMS**

- 2.1 Except as this Interlocal Agreement may otherwise be terminated, this Interlocal Agreement shall remain in full force from the date first above written and shall terminate twenty (20) years from that date unless as provided in 2.2.
- 2.2 On or before the expiration date of this Interlocal Agreement, the parties may extend this Interlocal Agreement by mutual agreement under all of the terms and conditions contained herein for an additional multi-year period to be determined by the CITY Community Services Director or his/her designee and the SCHOOL BOARD.
- 2.3 The CITY or SCHOOL BOARD may terminate this Interlocal Agreement with reasonable cause or by mutual agreement prior to the expiration of this Interlocal Agreement, upon sixty (60) days prior written notice each to the other. In the event of such termination by either party, the CITY shall be entitled to pro-rata compensation for the cost of improvements provided, based on a twenty (20) year depreciation schedule. The CITY shall not be entitled to any compensation after the twentieth year.

**SECTION III.**

**CITY'S RESPONSIBILITIES**

- 3.1 The CITY shall assume the entire responsibility for contracting with the CONTRACTOR for the Project described herein.
- 3.2 The CITY shall be responsible for management and oversight of the Project.
- 3.3 The CITY agrees to administrate, in the form of plans, memoranda and reports, Project clarifications and changes which may be necessary during the Project.
- 3.4 The CITY agrees to obtain required waivers and releases of claim of lien from persons and firms performing work or providing services on or for the Project.

**SECTION IV.**

**SCHOOL BOARD'S RESPONSIBILITY**

- 4.1 With respect to specific services to be provided to the SCHOOL BOARD by the CITY under the terms of this Interlocal Agreement, services are deemed to include but shall not necessarily be limited to the following items:
- 4.2 The SCHOOL BOARD agrees to assign a representative to the Project during the term of the Project so that the SCHOOL BOARD may effectively coordinate its services with the CITY. In this respect, the SCHOOL BOARD agrees to require its representative or agent to attend regular progress meetings as may reasonably be requested by the CITY.
- 4.3 Upon completion of all work associated with the Project, including all Change Orders and Supplemental Agreements thereto, make a final review of the Project with the City's agent or representative.
- 4.4 The SCHOOL BOARD shall have the right to inspect any work done for the Project and shall have access to the site at all times.
- 4.5 The SCHOOL BOARD reserves the right to make a final inspection and approval of any work done for the Project during and following completion.

**SECTION V.**

**INDEMNIFICATION**

5.1 To the extent permitted by Florida law, the SCHOOL BOARD and the CITY shall each defend, indemnify and save the other harmless from any and all claims, liability, losses and causes of actions arising out of any act, error, omission, or negligence arising from or incident to the parties' performance under this Interlocal Agreement. Neither party shall be responsible for any incident arising from the sole negligence of the other.

This provision shall also pertain to any claims brought against the parties by any employee of the named parties, any sub-contractor, or anyone directly or indirectly employed by any of them.

The parties' obligations under this provision shall be limited to the extent provided by Florida law.

**SECTION VI.**

**INSURANCE**

6.1 The CITY and the SCHOOL BOARD shall maintain insurance coverage in the minimum amounts and types as required by Florida Law.

6.2 The CITY and the SCHOOL BOARD agree that either party may be self-insured on the condition that all self insurance(s) must comply with all state laws and regulations.

**SECTION VII.**

**REPRESENTATIVES**

7.1 The CITY'S Community Services Director, or his/her designee, either directly with the SCHOOL BOARD Director of Facilities Planning or his/her designee shall, respectively, act as the CITY'S and SCHOOL BOARD'S contract authority and representatives under this Interlocal Agreement.

**SECTION VIII.**

**MISCELLANEOUS**

9.1 This Interlocal Agreement shall be governed by the laws of the State of Florida. In the event any litigation is instituted by way of construction or enforcement of this Interlocal Agreement the party prevailing in said litigation

shall be entitled to collect and recover from the opposite party all court costs and other expenses including reasonable attorney's fees.

9.2 It is understood that this Interlocal Agreement shall be executed by both parties prior to the SCHOOL BOARD and the CITY commencing with the work and services described herein.

9.3 This Interlocal Agreement contains the entire understanding between the parties and any modifications to this Interlocal Agreement shall be mutually agreed upon in writing by the SCHOOL BOARD and the CITY'S Community Services Director or their designee.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed by their appropriate officials, as of the date first above written.

SCHOOL BOARD OF COLLIER COUNTY

ATTEST:

SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
Dr. Dan W. White

BY: \_\_\_\_\_  
Anne Goodnight, Chairman

CITY OF NAPLES, FLORIDA,

ATTEST:

\_\_\_\_\_  
Tara A. Norman, City Clerk  
Approved as to form  
and legality:

By: \_\_\_\_\_  
Bonnie R. MacKenzie, Mayor

By: \_\_\_\_\_  
M. Jean Rawson  
Special Counsel

