

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF NAPLES
AND THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY
FOR THE RENOVATION OF SEA GATE PARK**

THIS INTERLOCAL AGREEMENT, BY AND BETWEEN THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY (hereinafter referred to as “SCHOOL BOARD”) organized and acting under the laws of the State of Florida, and the **CITY OF NAPLES: Florida** (hereinafter referred to as “CITY”) a Florida municipal corporation:

WITNESSETH

WHEREAS, the Naples City Council approved a redevelopment plan for Sea Gate Park; and

WHEREAS, the District School Board of Collier County and the City of Naples had extended a previously approved an Interlocal Agreement that establishes parameters for construction and use facilities at various locations, which encompasses Sea Gate Park dated March 3, 1998 and fully executed on March 10, 1998 (the “1998 Interlocal”) a copy of which is attached as Exhibit A; and

WHEREAS, the aforementioned Interlocal Agreement specified that the placement of all equipment, facilities and capital improvements shall be approved by the School Board; and

WHEREAS, the City of Naples and the School Board of Collier County find the redevelopment to be advantageous to local residents and taxpayers;

NOW, THEREFORE FOR CONSIDERATION OF THESE PREMISES, THE MUTUAL PROMISES OF THE PARTIES AND OTHER VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **PLANNING AND CONSTRUCTION.**
 - a. The City of Naples shall plan, design and construct the facilities and provide landscape enhancements as shown on the attached master plan (Exhibit B) and hereinafter referred to as the “Plan”.
 - b. The City shall assume responsibility and pay for all costs associated with the park renovation.
 - c. The City shall be responsible for contract management and all aspects of the renovation as shown on the approved master plan.
2. **JOINT USE OF PROPERTY.**
 - a. The City of Naples recognizes and reaffirms rights of access to the park by Sea Gate School as these rights of access and use are defined in the 1998

Interlocal Agreement between the City and School Board. It is further acknowledged that the previous Agreement designates scheduled school activities as having first priority.

3. **OPERATIONS AND MAINTENANCE.**

- a. The City of Naples assumes responsibility for future maintenance of the improvements approval on the master plan.
- b. The City shall pay the cost of water and sewer utilities required for the improvements authorized on the master plan.

4. **CHANGE OF USE.**

- a. The parties anticipate that those conditions and uses outlined in this Agreement and the 1998 Agreement will continue until such time there is a change in the Agreement. No change shall occur without the mutual written Agreement of the parties.
- b. It is understood and agreed that any party to this Agreement may terminate by giving 12 months advance notice to the other party. In the event of initiated termination of this Agreement by the School Board, in whole or in part, the cost for any or all of the capital improvements made to the School Board real property by the City shall be reimbursed to the City. Reimbursement for capital improvements shall be for the actual cost of said capital improvements depreciated by 2.5 percent per year. No reimbursement shall be required after the improvements have been in use for 40 years.
- c. If the City should unilaterally terminate this Agreement, the School Board will not be required to reimburse the City.

5. **AMENDMENT.**

This Agreement embodies the entire Agreement between the parties and may not be modified unless in writing, executed by both parties.

6. **BINDING ON THE PARTIES.**

This Agreement shall not be considered fully executed or binding on the City and School Board until the same has been approved and accepted by the City Council and the School Board. After such approval and acceptance, the City and School Board shall deliver to each authority to execute and bind the City and School Board to the covenants, terms and provisions of this Agreement.

7. **CONTRACT DATE.**

The effective date of this Agreement shall be the date of the last signature as set forth below.

8. **ARBITRATION.**

In the event of any dispute, question or interpretation of this Agreement which the parties cannot resolve, it shall be submitted at the request of either party by binding arbitration according to the rules of the American Arbitration Association.

9. **INSURANCE.**

The parties shall coordinate their hazard and liability insurance coverage so that appropriate protections are in place. The City shall be responsible for insurance coverage of the improvements as shown on the master plan.

10. Except as modified by this Agreement, all terms of the 1998 Interlocal Agreement, as applicable to the parties herein, shall remain in effect.

IN WITNESS WHEREOF, and pursuant to the authority granted by duly adopted Resolutions, the parties hereto have caused this Agreement to be executed.

DISTRICT SCHOOL BOARD OF COLLIER
COUNTY

ATTEST:

Dr. Dan White, Superintendent

BY: _____
Anne Goodnight, Chairwoman

ATTEST:

CITY OF NAPLES, FLORIDA

Tara A. Norman

BY: _____
Bonnie R. MacKenzie, Mayor

APPROVED AS TO FORM AND
LEGALITY

BY: _____
M. Jean Rawson, Special Counsel