

LEASE AGREEMENT

(Elementary School J)

This Lease Agreement ("Agreement"), entered into this 29 day of JANUARY, 2008, by and between Collier County, a political subdivision of the State of Florida, ("County") and the School District of Collier County, Florida (the "District"), together the "Parties". For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree and contract as follows:

SECTION I - LEASED PREMISES.

1.01 The District shall lease to the County certain real property owned by the District and located adjacent to Elementary School J in Naples, Florida, consisting of approximately 3 acres and more particularly described on Exhibit "A" ("Leased Premises").

SECTION II - TERM

2.01 The District agrees to lease to the County and the County agrees to lease from District the Leased Premises for a term of ten (10) years from the date of execution of this Agreement by the District. The Parties recognize that they are providing needed public park facilities under the terms of this Agreement and that they may desire to extend or renegotiate this lease at its expiration, provided that the District does not need the Leased Premises for educational uses and/or programs.

SECTION III - CONSIDERATION.

3.01 The District shall not charge any fees to County for the use of the Leased Premises except for the cost of electricity arising from the County's use.

SECTION IV – REPAIRS AND MAINTENANCE

- 4.01 The County shall be responsible for repairs and maintenance of all improvements and facilities located on the Leased Premises with the exception of bathrooms, sidewalks and basketball/tennis courts. Maintenance of the Leased Premises shall include, but not be limited to, mowing, fertilizing, irrigating and turf repair and such maintenance shall be scheduled in coordination with the Principal or designee. The District shall maintain and repair the bathrooms, but the County shall clean-up the bathrooms after its uses. The District and the County shall jointly maintain and repair (which shall include, but not be limited to, the replacement of nets) the basketball/tennis courts and the irrigation well and pump. All repair and maintenance shall be in accordance with County Park standards and/or District, County, State and Federal legally required standards as appropriate and applicable.
- 4.02 The County shall have the right to replace or remove improvements and facilities on the Leased Premises, provided that the District approves the replacement or removal in writing and receives at least three (3) months notice of such a change. The County agrees to restore the Leased Premises in the event of any such removal. The District's approval shall not be unreasonably withheld with respect to any requests made by the County to replace or remove the improvements or facilities located on the Leased Premises.

SECTION V - USE.

- 5.01 The District shall have priority use of all fields and facilities on Leased Premises during regular school hours including, but not limited to, District after school programs, for special school-related events or programs at times other than regular school hours, provided that

such special events are scheduled in writing at least thirty (30) days in advance with the Collier County Parks and Recreation Director or designee. The County shall have the right to use the fields and facilities on the Leased Premises after regular school hours, and other school programs and events, Monday through Friday until 10:00 p.m. and on weekends, Saturday and Sunday and also days when school is not in session (e.g. holidays and summer vacation) from the hours of 6:00 a.m. until 10:00 p.m. Use is restricted to recreational activities as scheduled by the County which may include youth sports activities. The County is responsible for providing any and all sports equipment and other equipment required by after-hour users. The County is responsible for locking/unlocking gates, bathrooms and other facilities at times when school staff is not scheduled for duty.

SECTION VI - SUPERVISION.

- 6.01 The County and the District shall each provide adequate personnel to supervise (and clean-up after) the use of the facilities, including bathrooms, during their respective times of use of the Leased Premises in a manner that promotes community health, public safety and proper care and preservation of the public facilities.

SECTION VII - CAPITAL IMPROVEMENTS.

- 7.01 The County may construct capital improvements and install additional equipment to improve the existing fields and facilities on the Leased Premises provided that such improvements or additions are not in conflict with school use and are approved by the District in writing and in accordance with the terms of this Agreement. The County shall be solely responsible for any and all costs associated with such improvements or additions.

The District shall have the right to review and approve, prior to construction, the plans, specifications and location for the placement of all equipment, facilities, and capital improvements upon the Leased Premises and such approval shall not unreasonably be withheld.

7.02 Specifically, the County shall have the option of improving the Leased Premises with lighting including, but not limited to, a transformer and separate meter to measure electricity use (the "Project"). The County shall be responsible for designing, managing and funding the construction of the Project. In accordance with the terms of this Agreement, the District grants unto the County a temporary construction easement, including the right of entry, upon the Leased Premises (and other District owned lands, as necessary) for the purpose of performing the required activities to construct the Project. In exercising the temporary construction easement, the County shall: minimize any and all disruptions of public school operations to the extent reasonably possible; coordinate construction times with the District project manager and/or the Principal; comply with all applicable laws and regulations; and use diligent efforts to complete the Project in a timely manner. The temporary construction easement shall automatically terminate upon the completion of the Project. In the event that the District agrees to implement the Project (or any component part thereof), the District (1) shall obtain approval for such work from the County and (2) shall be fully reimbursed by the County for any and all costs associated with same.

SECTION VIII - FENCING AND GATES.

8.01 The District shall have sole discretion over the control, operation and location of all fences and gates located on the Leased Premises. The County shall be given access through all gates necessary to use the Leased Premises in accordance with the terms of the Agreement.

SECTION IX – SCHOOL ADDITIONS & PORTABLE CLASSROOMS.

9.01 The County acknowledges and agrees that the District shall have the right to build additions and/or install portable classrooms or make other improvements and modifications on the Leased Premises for school-related purposes. In the event that the District elects to make such improvements, installations and/or modifications, the District shall notify the County with at least ninety (90) days written notice and shall make reasonable efforts not to adversely impact (or terminate) the County's use of the Leased Premises.

SECTION X - INDEMNIFICATION.

10.01 To the extent provided by law, each Party agrees to hold harmless, indemnify and defend the other Party including its agents, officers, directors and employees for any and all claims, losses, penalties, demands, judgments, costs of suits, including attorney's fees, for any expense, damage or liability incurred, whether for personal injury, property damage, direct or consequential damages, or economic loss arising directly or indirectly arising from or in connection with the use of the Leased Premises under the terms of this Agreement, except for such damage or liability which is caused solely by the negligence of the other Party. This

indemnification shall not be deemed a waiver of any limitation of liability to which either Party may be entitled under Florida Statutes.

10.02 The County and the District shall maintain insurance coverage in the minimum amounts and types as required under State law. The County and the District 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 XI - TERMINATION.

11.01 The District or the County may, at any time, and for any reason, terminate this Agreement upon ninety (90) days written notice to the other Party.

11.02 In the event the Agreement is terminated, the County shall have the right to remove any and all structures, improvements and equipment that it has constructed or installed upon the Leased Premises upon forty-five (45) days of written notice to the District. The County agrees to restore the Leased Premises to its prior condition in the event of any such removal. With respect to those capital improvements upon the Leased Premises that were paid for solely by the County and are permanent and not removable, the District shall reimburse the County for such improvements in accordance with their remaining depreciated value. The reimbursement shall be made during the next budget year and shall be in the form of actual cost of said capital improvements depreciated by ten percent (10%) per year from the date of construction; however, no reimbursement payments shall be required of the District after the improvements have been in use for twenty (20) years or more.

SECTION XII - ARBITRATION.

12.01 In the event that the Parties disagree regarding the interpretation of this Agreement, or the fulfillment of obligations required hereunder, either Party may request an appeal to the Superintendent, or County Manager, as applicable. Should the problem not be resolved to the mutual satisfaction of any Party, it shall be submitted at the request of either Party to non-binding arbitration in front of a three person panel according to the rules of the American Arbitration Association.

SECTION XIII - ASSIGNABILITY.

13.01 The Parties shall not assign any interest in this Agreement without the prior written consent of the other.

SECTION XIV - AMENDMENT.

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

SECTION XV - CHOICE OF LAW.

15.01 This Agreement shall be interpreted in accordance with the laws of the State of Florida. It is recognized that all Parties hereto have contributed substantially and materially to the negotiations and preparation of this Agreement, and that the Agreement shall not be interpreted more harshly against one party by virtue of its preparation.

SECTION XVI - SEVERABILITY.

16.01 In the event that any provision of this Agreement is held to be illegal, invalid or

unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal or enforceable provision had never compromised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION XVII - EFFECTIVE DATE.

17.01 The Effective Date of this Agreement shall be the date that the last signature as set forth below. However, the term for the Leased Premises shall begin to run from the date that the District signs this Agreement

SECTION XVIII – PAYMENT

18.01 Payments will be made upon receipt of a proper invoice and in compliance with Section 218.70, Fla. Stat., otherwise known as the “Florida Prompt Payment Act.”

SECTION XIX – MISCELANEOUS

19.01 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the District and the County.

19.02 The prevailing party in any action, or in any ancillary proceeding or an appeal, to enforce or interpret any of the terms or provisions of this Agreement shall be entitled, in addition to damages, injunctive relief or other relief, to recover from the other party all costs including, without limitation, costs and expenses of litigation and reasonable attorneys’ fees.

19.03 The captions and section numbers used in this Agreement are for purposes of convenience and for reference only and shall not be used to define, limit or extend the scope or meaning of any part of this Agreement.

- 19.04 Whenever in this Agreement a party is or may be called upon to give its consent or approval to any action, said consent shall not be unreasonably withheld or delayed.
- 19.05 The Parties hereto agree to promptly sign all documents reasonably required to give effect to the provisions of this Agreement.
- 19.06 This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- 19.07 Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.
- 19.08 Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent, or create any partnership, joint venture or other association between the Parties.
- 19.09 In the event of default by a party hereto in its respective obligations hereunder, the non-defaulting party shall have all remedies available to it at law or in equity.
- 19.10 In the event any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.
- 19.11 Each Party hereby represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

SECTION XX-NOTICE.

20.01 Any notice required to be made under this Agreement shall be made in writing and either hand delivered or delivered by overnight courier or facsimile transmission, or sent by registered or certified mail, return receipt requested, and addressed to the following: School District of Collier County, c/o Chief Operational Officer, 5775 Osceola Trail, Naples, Florida 34109; Collier County, c/o County Manager, 3301 East Tamiami Trail, Administrative Building, Naples, Florida, 34112.

SECTION XXI - BINDING ON THE PARTIES.

21.01 Each Party hereby represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

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

ATTEST:

DWIGHT E. BROCK, Clerk

By: *Alice Jayou AC.*
Deputy Clerk

Attest as to Chairman's
signature only

Approved as to form and legal sufficiency:

[Signature]
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY, FLORIDA.

By: *[Signature]*
~~JIM COLETTA, Chairman~~
Tom Henning, Chairman

THE SCHOOL DISTRICT OF COLLIER
COUNTY, FLORIDA

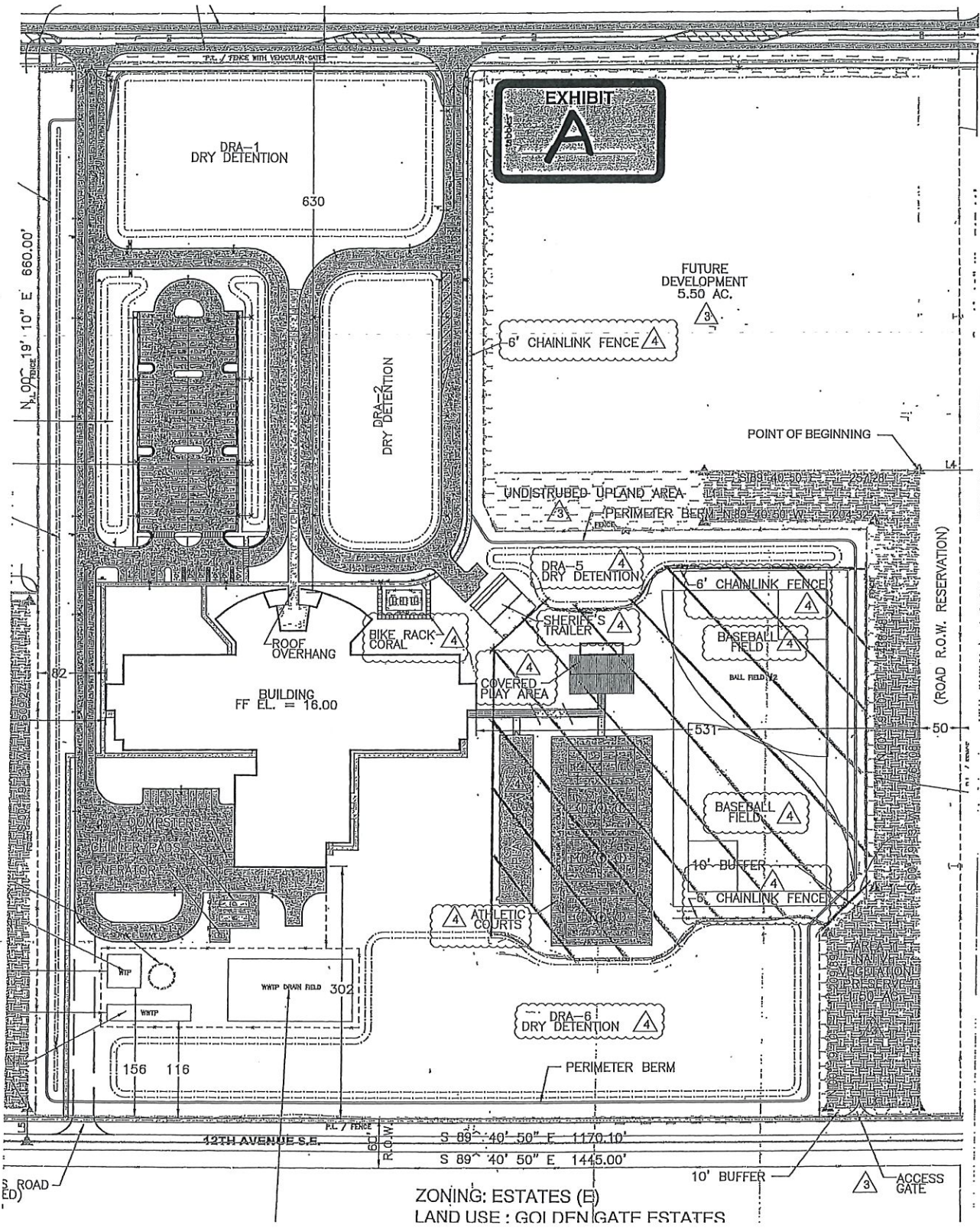
By: *Linda Abbott*
LINDA ABBOTT, Chair

Attest: *[Signature]*
DENNIS L. THOMPSON, Superintendent

School Board Attorney Approval:

By: *[Signature]*
Richard W. Withers

Date: December 19, 2007



ZONING: ESTATES (E)
 LAND USE: GOI DFN GATF ESTATES

LEASE AGREEMENT

(Pinecrest Elementary – Dreamland Park)

This Lease Agreement (“Agreement”), entered into this 8th day of September 2015, by and between Collier County, a political subdivision of the State of Florida, (“County”) and the District School Board of Collier County, Florida (the “District”), together the “Parties”.

WITNESSETH

WHEREAS, the Parties previously entered into that certain Interlocal Agreement Concerning Pinecrest Elementary School Public Park Facility for the installation of playground equipment and facilities on the campus of Pinecrest Elementary School (the “School”) to create a public recreational area, commonly known as Dreamland Park, attached hereto as Exhibit “A” (the “Original Agreement”);

WHEREAS, the County has removed the playground equipment and facilities that were initially installed on the School campus in accordance with the Original Agreement because that playground equipment and facilities were in poor condition after years of use by the general public; and

WHEREAS, the County now desires to install new playground equipment on the School Campus to restore Dreamland Park and also expand the area of its leasehold to accommodate the installation of a soccer field in accordance with site plan set forth and attached hereto as Exhibit “B” (the “Site Plan”); and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of restoring Dreamland Park and also improving and expanding the recreational facilities within the Immokalee community.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree and contract as follows:

SECTION I – RECITALS & TERMINATION OF ORIGINAL AGREEMENT.

1.01 The above recitals are true and correct and are incorporated herein by reference. The Parties acknowledge and agree that the Original Agreement is terminated in its entirety and null and void and that the terms of this Agreement shall govern.

SECTION II - LEASED PREMISES & TERM.

2.01 The District shall lease to the County certain real property owned by the District and located on the School site, as depicted and more particularly described on Exhibit “C” (the “Leased Premises”). The District agrees to lease to the County and the County agrees to lease from District the Leased Premises for a term of twenty (20) years from the date of execution of this Agreement by the District. The Parties recognize that they are providing needed public park facilities under the terms of this Agreement and that they may desire to extend or renegotiate this lease at its expiration, provided that the District does not need the Leased Premises for District purposes, operations, uses and/or programs.

SECTION III - CONSIDERATION.

- 3.01 The District shall not charge any fees to County for the use of the Leased Premises except for the cost of electricity arising from the County's use in the event that field lights and/or irrigation pumps or wells are installed (and separately metered) by the County to serve the Leased Premises.

SECTION IV – REPAIRS & MAINTENANCE

- 4.01 The County shall be responsible for all repairs and maintenance of all improvements and facilities located or installed by the County within the Leased Premises, including but not limited to, playground equipment, field/turf improvements, soccer goals, fencing, irrigation systems (well, pump and sprinklers), parking areas and/or field lighting serving the Leased Premises. Maintenance of the Leased Premises shall include, but not be limited to, mowing, fertilizing, irrigating and turf repair and such maintenance shall be scheduled in coordination with the School Principal or designee. The County shall maintain the Leased Premises in a clean and orderly manner that is free from trash and other debris after its uses. All repair and maintenance shall be in accordance with County Park standards and/or District, County, State and Federal legally required standards as appropriate and applicable.
- 4.02 The County shall have the right to replace or remove improvements and facilities from the Leased Premises provided that the District (or the Superintendent) approves the replacement or removal in writing and receives at least ninety (90) days notice of such a change. The County agrees to reasonably restore the Leased Premises in the event of any such

replacement or removal facility modification. The District's approval (or the Superintendent) shall not be unreasonably withheld with respect to any requests made by the County to make such facility modifications to the Leased Premises that do not conflict with School operations or the District plans for future development of the School site.

SECTION V – USE OF LEASED PREMISES.

5.01 The District shall have priority use of all fields, facilities and improvements on Leased Premises during regular school hours and also District after school programs or events provided that such after school programs or events are scheduled in writing at least thirty (30) days in advance with the Collier County Parks and Recreation Director or designee. The County shall have the right to use the fields, facilities and improvements on the Leased Premises after regular school hours, and other scheduled after school programs and events, Monday through Friday until 10:00 p.m. and also on weekends, Saturday and Sunday and also days when school is not in session (e.g. holidays and summer vacation) from the hours of 6:00 a.m. until 10:00 p.m. Use is restricted to recreational activities as scheduled by the County which may include youth sports activities. The County is responsible for providing any and all sports equipment and any other equipment or facilities required by after-hour users. The County is responsible for locking/unlocking gates at times when School staff or custodians are not scheduled for duty. The District shall have sole discretion over the control, operation and location of all fences and gates located on the Leased Premises. The County shall be given access through all gates necessary to use and maintain the Leased Premises in accordance with the terms of the Agreement. The County hereby expressly

acknowledges and agrees that the County (and/or its users of the Leased Premises) shall not be allowed to use the School bathroom facilities, parking areas or any other School facilities, equipment or improvements located outside of the Lease Premises area. The County also agrees to reimburse the District for the costs of repairing and restoring any damaged School property, facilities, equipment or other improvements that is reasonably proven as resulting from County users of the Leased Premises trespassing into other areas of the School campus and causing such damage or vandalism.

SECTION VI – SUPERVISION.

6.01 The County and the District shall each provide adequate personnel to supervise (and clean-up after) the use of the facilities during their respective times of use of the Leased Premises in a manner that promotes community health, public safety and proper care and preservation of the public facilities.

SECTION VII - CAPITAL IMPROVEMENTS.

7.02 The County may construct capital improvements and install additional equipment to improve the existing fields and facilities on the Leased Premises, including but not limited to, bathrooms, irrigation systems (well, pump and sprinklers), parking areas and/or field lighting, provided that such improvements or additions are not in conflict with School use and are approved by the District (or the Superintendent) in writing and in accordance with the terms of this Agreement. The County shall be solely responsible for any and all costs associated with such improvements or additions unless agreed to otherwise in writing by the District (or the Superintendent). The District (or the Superintendent) shall have the right to

review and approve, prior to construction, the plans, specifications and location for the placement of all equipment, facilities, and capital improvements upon the Leased Premises and such approval shall not unreasonably be withheld. In accordance with the terms of this Agreement, the District grants to the County a temporary construction easement, including the right of entry, upon the Leased Premises (and other District owned lands, as necessary) for the purpose of performing the required activities to construct any approved improvements or to install any approved equipment. In exercising the temporary construction easement, the County shall: minimize any and all disruptions of School operations to the extent reasonably possible; coordinate construction times with the District (or the Superintendent or the School Principal); comply with all applicable laws and regulations; and use diligent efforts to complete the project in a reasonable and timely manner. The temporary construction easement shall automatically terminate upon the completion of the construction or installation project.

SECTION VIII – SCHOOL ADDITIONS & PORTABLE CLASSROOMS.

- 8.01 The County acknowledges and agrees that the District shall have the right to build additions and/or install portable classrooms or make other improvements and modifications on the Leased Premises for school-related purposes. In the event that the District elects to make such improvements, installations and/or modifications, the District (or the Superintendent) shall notify the County with at least ninety (90) days written notice and shall make reasonable efforts not to adversely impact (or terminate) the County's use of the Leased Premises.

SECTION IX – INDEMNIFICATION & INSURANCE.

- 9.01 To the extent provided by law under Florida Statute Section 768.28, each Party agrees to hold harmless, indemnify and defend the other Party including its agents, officers, directors and employees for any and all claims, losses, penalties, demands, judgments, costs of suits, including attorney's fees, for any expense, damage or liability incurred, whether for personal injury, property damage, direct or consequential damages, or economic loss arising directly or indirectly arising from or in connection with its use of the Leased Premises under the terms of this Agreement, except for such damage or liability which is caused solely by the negligence of the other Party. This indemnification shall not be deemed a waiver of any limitation of liability to which either Party may be entitled under Florida Statutes Section 768.28.
- 9.02 The County and the District shall maintain insurance coverage in at least the minimum amounts and types as required under State law. The County and the District 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 X - TERMINATION.

- 10.01 The District or the County may, at any time, and for any reason, terminate this Agreement upon ninety (90) days written notice to the other Party.
- 10.02 In the event the Agreement is terminated, the County shall have the right to remove any and all structures, improvements and equipment that it has exclusively paid for, constructed or installed upon the Leased Premises upon providing forty-five (45) days written notice to the

District. The County agrees to restore the Leased Premises to its prior condition in the event of any such removal. With respect to capital improvements upon the Leased Premises that were paid for solely by the County and are permanent and not removable, the District shall reimburse the County for such improvements in accordance with their remaining depreciated value. The reimbursement shall be made during the next budget year and shall be in the form of actual cost of said capital improvements depreciated by ten percent (10%) per year from the date of construction; however, no reimbursement payments shall be required of the District after the improvements have been in use for ten (10) or more years.

SECTION XI - DISPUTE RESOLUTION.

11.01 In the event that the Parties disagree regarding the interpretation of this Agreement, or the fulfillment of obligations required hereunder, either Party may request an appeal to the Superintendent, or County Manager, or a mutually agreed upon independent mediator, as applicable.

SECTION XII - ASSIGNABILITY.

12.01 The Parties shall not assign any interest in this Agreement without the prior written consent of the other.

SECTION XIII - NOTICE.

13.01 Any notice required to be made under this Agreement shall be made in writing and either hand delivered or delivered by overnight courier or facsimile transmission, or sent by registered or certified mail, return receipt requested, and addressed to the following: School District of Collier County, c/o Superintendent, 5775 Osceola Trail, Naples, Florida 34109;

Collier County, c/o County Manager, 3301 East Tamiami Trail, Administrative Building,
Naples, Florida, 34112.

SECTION XIV - CHOICE OF LAW.

14.01 This Agreement shall be interpreted in accordance with the laws of the State of Florida. It is recognized that all Parties hereto have contributed substantially and materially to the negotiations and preparation of this Agreement, and that the Agreement shall not be interpreted more harshly against one party by virtue of its preparation.

SECTION XV – SEVERABILITY.

15.01 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal or enforceable provision had never compromised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION XVI - EFFECTIVE DATE.

16.01 The Effective Date of this Agreement shall be the date that the last signature as set forth below. However, the term for the Leased Premises shall begin to run from the date that the District signs this Agreement

SECTION XVII – MISCELLANEOUS

17.01 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the District and the County.

17.02 The captions and section numbers used in this Agreement are for purposes of convenience

and for reference only and shall not be used to define, limit or extend the scope or meaning of any part of this Agreement.

17.03 Whenever in this Agreement a party is or may be called upon to give its consent or approval to any action, said consent shall not be unreasonably withheld or delayed.

17.04 The Parties hereto agree to promptly sign all documents reasonably required to give effect to the provisions of this Agreement.

17.05 Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent, or create any partnership, joint venture or other association between the Parties.

17.06 In the event of default by a party hereto in its respective obligations hereunder, the non-defaulting party shall have all remedies available to it at law or in equity.

17.07 Each Party hereby represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

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

ATTEST

DWIGHT E. BROCK, Clerk

By: *Dwight Brock*
Deputy Clerk
Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY, FLORIDA.

By: *Tim Nance*
TIM NANCE, Chairman

Approved as to form and legal sufficiency:

Colleen M Greene
Assistant County Attorney

THE SCHOOL DISTRICT OF COLLIER
COUNTY, FLORIDA

By: *Kathleen Curatolo*
KATHLEEN CURATOLO, Chair

Attest: *Kamela Patton*
Dr. Kamela Patton, Superintendent

Approved as to form and legal sufficiency:

By: *Jon Fishbane*
Jon Fishbane, District General Counsel

Date: *July 22, 2015*

EXHIBIT A

INTERLOCAL AGREEMENT CONCERNING PINECREST ELEMENTARY SCHOOL PUBLIC PARK FACILITY

THIS INTERLOCAL AGREEMENT, entered into this _____ day of _____, 1994, by and between COLLIER COUNTY, a Political Subdivision of the State of Florida ("COUNTY") and the SCHOOL BOARD OF COLLIER COUNTY ("SCHOOL BOARD"), a body corporate as designated in Section 230.12, Florida Statutes.

W I T N E S S E T H:

WHEREAS, There is need for a public park in the southern part of the Immokalee Community, in Collier County, Florida; and

WHEREAS, a parcel of land ("Site") that is part of the Pinecrest Elementary School site (in the southern part of Immokalee) is an appropriate place for the needed public park, subject to installation of certain recreational facilities at that site, and

WHEREAS, the SCHOOL BOARD is willing and able to warrant that the site shall, for the term of this Agreement, be and remain available for use by the general public as a public "Community Park" under the provisions hereof, and

WHEREAS, the COUNTY is obligated under its Growth Management Plan to provide "Community Parks" that are open for use by the general public and

WHEREAS, the COUNTY desires that the Site be credited as a "Community Park" under the COUNTY's Growth Management Plan, and therefore the COUNTY will maintain park facilities to be installed on the Site, and

WHEREAS, this Agreement specifies the duties and responsibilities of the COUNTY and the SCHOOL BOARD regarding the subject Site and facilities to be constructed and maintained on the Site.

NOW THEREFORE, in consideration of the provisions specified herein, the COUNTY and the SCHOOL BOARD agree as follows:

1. TERM OF AGREEMENT: The SCHOOL BOARD hereby warrants that for so long as the Pinecrest Elementary School land is owned by the School District of Collier County or its successor in function, and the COUNTY repairs and maintains the playground equipment and park facilities (the "Improvements") as specified herein, the Site shall remain open and available for use by the public as a "Community Park." Should the entire school lands be sold, the SCHOOL BOARD does not warrant the continued use of the Site as a "Community Park" after any such sale.

2. PARK AREA: The specific land area ("Site") that the SCHOOL BOARD hereby warrants shall be and remain open and available to the general public for use as a Community Park is displayed on Exhibit "A" attached hereto and is made a part hereof.

3. ESTIMATED COSTS: The total estimated costs to acquire and install the original planned Improvements is \$45,000.00. No rest room facilities are planned at this time.

4. COUNTY'S AND SCHOOL BOARD'S MONETARY CONTRIBUTIONS: Prior to installation of any facilities, the COUNTY shall donate to the SCHOOL BOARD ten thousand dollars (\$10,000) toward the acquisition and installation costs of the Improvements. The COUNTY will also match citizen's contributions (contributions delivered to

the SCHOOL BOARD prior to completion of installation of the original park facilities), up to an additional five thousand dollars (\$5,000.00). The School Board will act as the fiscal agent for this project. All funds to be expended for the community park at Pinecrest Elementary School will be deposited in a school district account prior to the district advertising for bids to equipment suppliers.

The SCHOOL BOARD will (1) process a request for bids to supply the materials for the construction of the Improvements, (2) will solicit bids from suppliers, (3) will process and award the bid, and will contribute \$5,000.00, to acquire the equipment and materials for the Improvements. The balance of the cost of the materials will be paid for by the COUNTY and community members and organizations. It is contemplated that the design work and labor associated with construction of the Improvements will be donated by Schenkel Shultz Architects and community service organizations, respectively.

5. PHYSICAL ACCESS TO THE SITE: The SCHOOL BOARD warrants that the COUNTY shall have adequate physical access to the Site to enable the COUNTY to repair and maintain the Improvements, and that the public shall have open physical access to and use of the Site and facilities as a COUNTY "Community Park".

6. COUNTY'S REPAIR AND MAINTENANCE RESPONSIBILITIES:

(a). - The COUNTY is not obligated to acquire or install any facility. COUNTY employees, after proper installation thereof, shall repair and maintain all Improvements on the Site and shall

keep the Improvements in an operable and safe condition during their useful life. The COUNTY shall repair and maintain each initially installed Improvement and replacement Improvement, if any. The COUNTY is not obligated to pay for the replacement of any Improvement, but shall, at its expense, acquire and replace component part(s) of each Improvement as necessary to repair or maintain the facility.

(b). The COUNTY recommends that the play equipment purchased, either plastic, metal, or synthetic material, be of the same quality as that used in COUNTY parks or school sites.

7. The COUNTY shall not be responsible for the condition of any land or for design defect(s), if any..

8. INDEMNIFICATION OF PARTIES: To the extent permitted by law, the COUNTY and SCHOOL BOARD shall indemnify, defend, save, and hold harmless each other, their respective officers, agents and/or employees against all suits, claims, demands, and/or liability for property damage, bodily injury or death which may result from the negligent acts or omissions of the other party, which are alleged to have occurred concerning the maintenance, ownership, use or operation of the Site or the Improvements, or the failure to perform any duties that arise from this agreement. This indemnification provision shall not be construed as a waiver of any limitation of liability to which either party may be entitled under Florida Statutes 768.28.

9. NO WAIVER OF ANY LEGAL PROTECTION: Nothing herein waives any provision of Chapter 768.28, Florida Statutes, or any other

limitation of liability provision of any now or hereafter applicable law, rule and/or regulation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
TIMOTHY J. CONSTANTINE,
CHAIRMAN

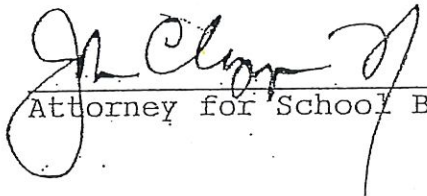
ATTEST:

(TITLE)

COLLIER COUNTY SCHOOL BOARD

By: Clyde C. Quinby
CLYDE C. QUINBY, CHAIR PERSON

Approved as to form and legal sufficiency:



Attorney for School Board

Approved as to form and legal sufficiency:

Thomas C. Palmer
Assistant County Attorney

20743_1.WP5

EXHIBIT B

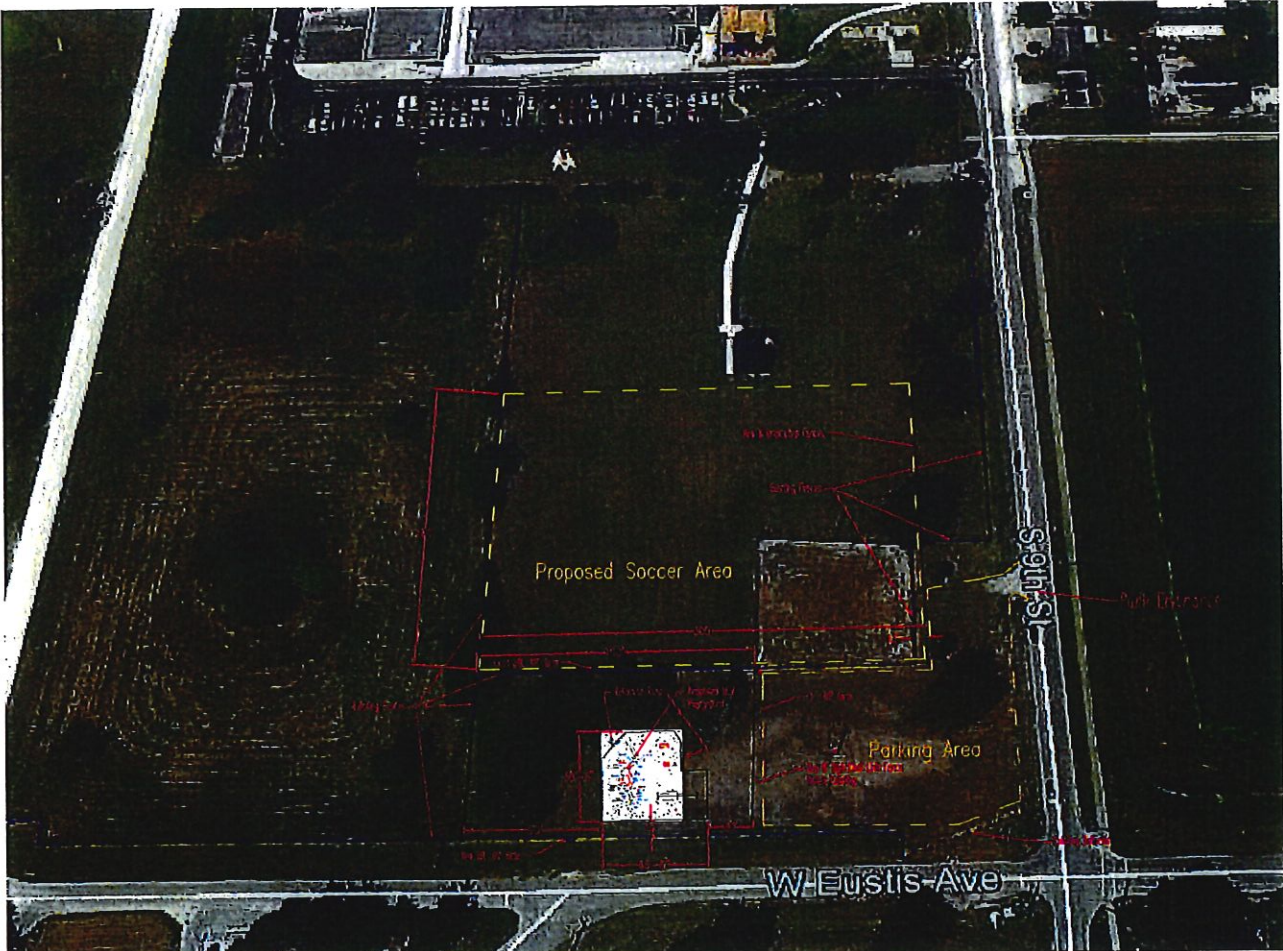
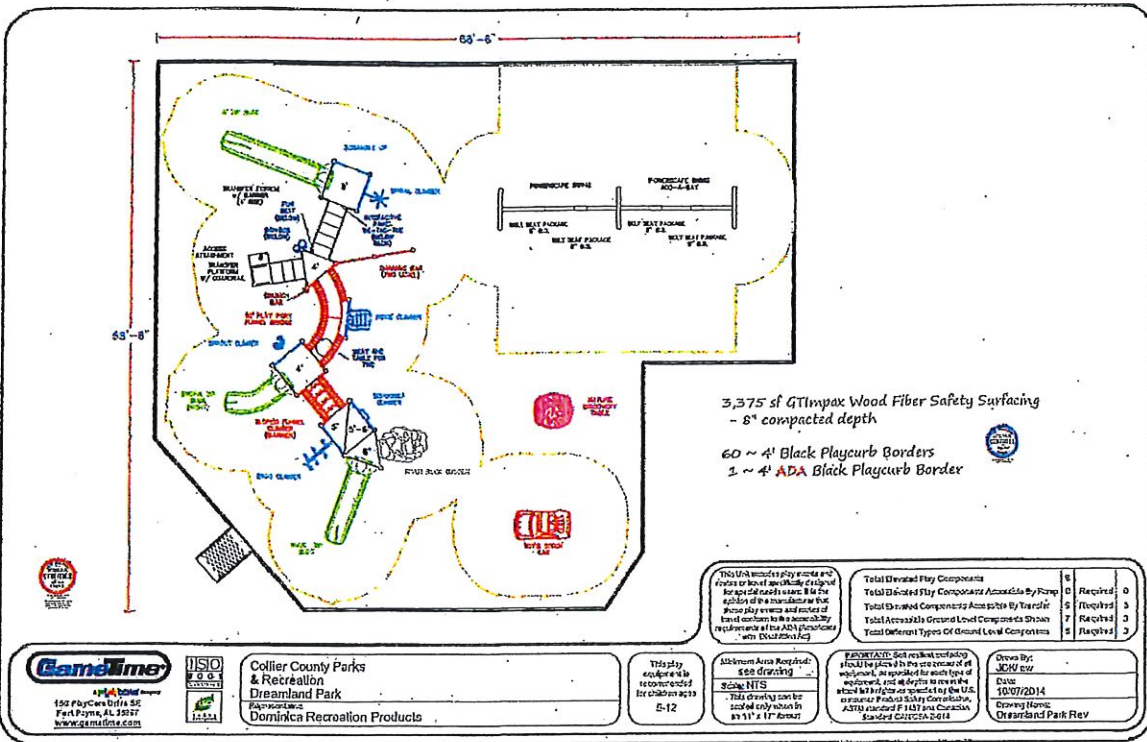
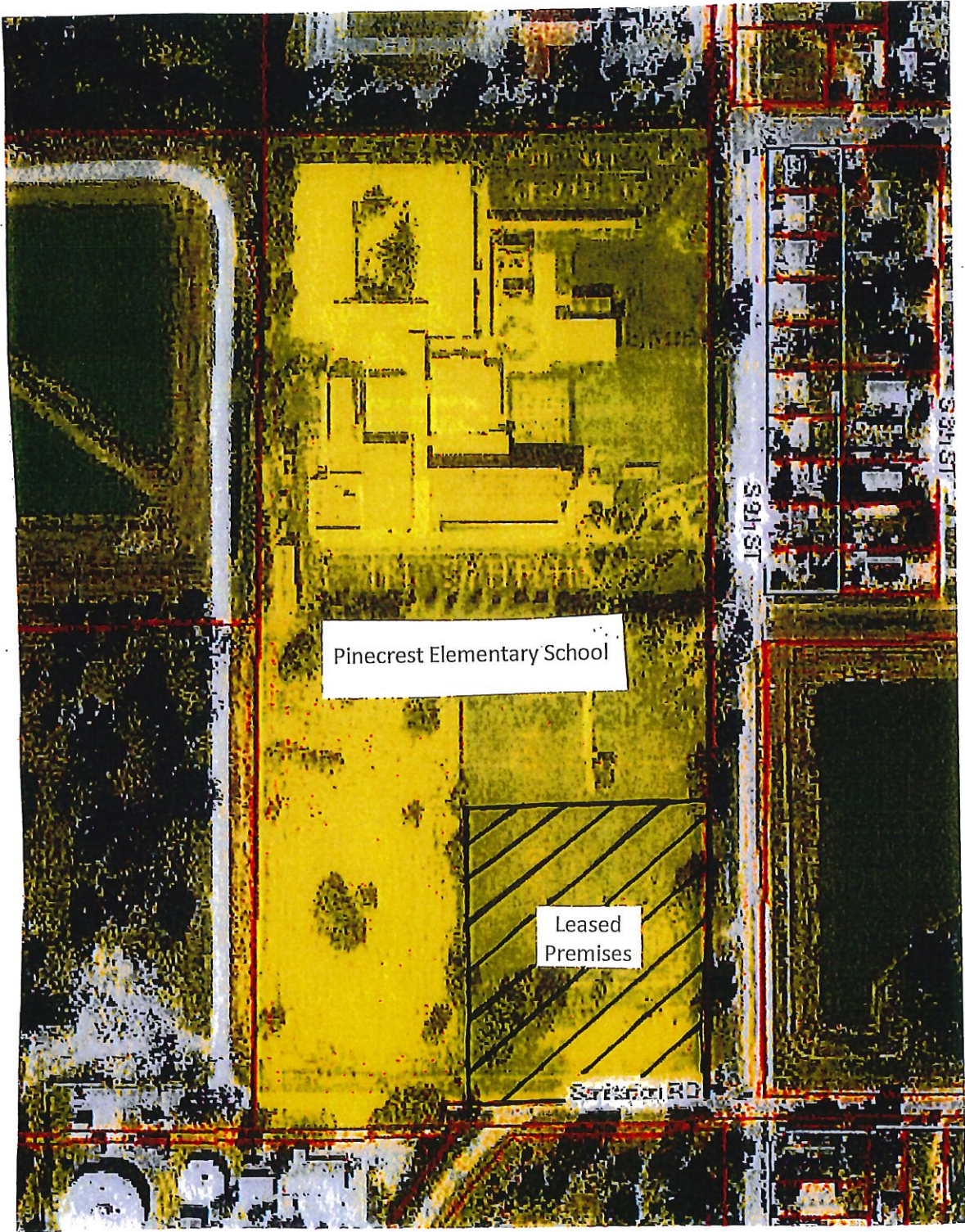


EXHIBIT C



This Agreement is made and entered into this 9th day of September, 2003 (the "Effective Date") by and between the Board of County Commissioners, Collier County, Florida, a political subdivision of the State of Florida (hereinafter called the "COUNTY"), and the District School Board of Collier County, Florida (hereinafter called the "SCHOOL BOARD").

WITNESSETH

WHEREAS, the COUNTY, in cooperation with the SCHOOL BOARD, wishes to upgrade and improve various SCHOOL BOARD recreation fields and/or facilities at Sabal Palm Elementary School as more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Upgrade Work") in exchange for usage of said fields and/or facilities for COUNTY recreational purposes; and

WHEREAS, the SCHOOL BOARD wishes to engage the services of a firm capable of performing the Upgrade Work and other related work on behalf of the SCHOOL BOARD (which firm is hereinafter called the "CONTRACTOR"); and

WHEREAS, the COUNTY desires to reimburse the SCHOOL BOARD for the Upgrade Work and have the SCHOOL BOARD engage said CONTRACTOR; and

WHEREAS, the SCHOOL BOARD is agreeable to and desirous of undertaking to cause the Upgrade Work to be completed; and

WHEREAS, the COUNTY is agreeable to and desirous of reimbursing the SCHOOL BOARD for the Upgrade Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the SCHOOL BOARD hereby agrees to undertake the services in connection with the Upgrade Work as outlined below, and both the COUNTY and the SCHOOL BOARD hereby covenant each to the other to implement the terms and provisions as hereinafter contained.

SECTION I. DESCRIPTION OF SERVICES AND TERMS OF USE

- 1.00 The above recitals are true and correct and are incorporated herein by this reference.
- 1.01 The identity and locations of the recreation fields and/or facilities where the Upgrade Work is to be provided shall be as per Exhibit "B" attached hereto, and incorporated herein by reference (the "School Property"). If additional locations are added to the School Property, they shall be mutually agreed upon in writing between the SCHOOL BOARD and the County Parks and Recreation Director or their designee.
- 1.02 The estimated cost for the Upgrade Work is Four Hundred Ten Thousand Seven Hundred and Eighty Two Dollars and Fifty Cents (\$410,782.50).
- 1.03 It is further agreed by the SCHOOL BOARD that the COUNTY shall have usage of the recreational facilities situated on the School Property, after school hours, Monday through Friday, 3:30 p.m. until 10:00 p.m.; 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, unless the SCHOOL BOARD provides the COUNTY with at least thirty days prior written notice of additional time and/or dates requested by SCHOOL BOARD for usage of such recreational facilities for SCHOOL BOARD special events scheduled after school hours and/or on weekends.
- 1.04 The COUNTY and the SCHOOL BOARD agree that the school restroom facilities with direct outside access shall be made available to the public during the periods when the recreational facilities situated on the School Property are in use by the COUNTY, on the days and time periods as permitted in Section 1.03 above.

1.03 THE COUNTY, at its expense, shall repair and maintain the fenced-in area for the recreational facilities situated on the School Property plus ten (10) feet beyond the fence, on the ball/baseball fields. Maintenance shall include but shall not be limited to, the following items: lighting, irrigation, mowing, clay work, pitcher's mounds, base areas, home plate area, dug outs, back-stop fencing and soccer fields. Repair and maintenance of these items shall be in accordance with COUNTY park standards. COUNTY shall be able to maintain and repair said areas during regular school hours on a schedule to be coordinated between the COUNTY representative or their designee and the SCHOOL BOARD representative or their designee.

SECTION II. TERMS

- 2.01 Except as this Agreement may otherwise be terminated, this Agreement shall remain in full force from the Effective Date and shall terminate Forty (40) years from the Effective Date unless otherwise extended as provided in Section 2.02 below (the "License Period").
- 2.02 On or before the expiration of the License Period, the parties may extend this Agreement by mutual agreement under all of the terms and conditions contained herein for an additional multi-year period to be determined by the COUNTY Parks and Recreation Director or their designee and the SCHOOL BOARD.
- 2.03 The COUNTY or SCHOOL BOARD may terminate this Agreement with reasonable cause or by mutual agreement prior to the expiration of this Agreement, upon sixty (60) days prior written notice each to the other. In the event of such termination by either party, within the initial 40 year term and after all improvements contemplated herein have been completely installed by the COUNTY and/or SCHOOL BOARD, as the case may be, the COUNTY shall be entitled to either: (i) reimbursement for the cost of improvements provided in EXHIBIT A, provided, however, the cost reimbursed to the COUNTY shall be reduced on a pro rata basis based upon the time period for which this Agreement is effective, or (ii) if the COUNTY is agreeable, the SCHOOL BOARD shall provide like facilities for COUNTY use for the remainder of the License Period on similar terms and conditions as contained in this Agreement as may be then agreed to by the COUNTY and SCHOOL BOARD. The COUNTY shall not be entitled to any compensation or usage of any replacement facilities after the expiration of the initial 40 year term. Further, the COUNTY shall hold no right, title or interest in and to the Upgrade Work or any other improvements situated on or affixed to the School Property, and at the request of the SCHOOL BOARD, shall promptly thereafter deliver to the SCHOOL BOARD a Bill of Sale quit-claiming all of the COUNTY's right, title and interest, if any, in and to all personal property located upon the School Property.

SECTION III. SCHOOL BOARD'S RESPONSIBILITIES

- 3.01 The SCHOOL BOARD shall assume the entire responsibility for contracting with the CONTRACTOR for the Upgrade Work described herein.
- 3.02 The SCHOOL BOARD shall be responsible for management and oversight of the Upgrade Work.
- 3.03 The SCHOOL BOARD agrees to assign a representative to oversee the Upgrade Work during the term of the installation of the Upgrade Work so that the COUNTY may effectively coordinate its services with SCHOOL BOARD. In this respect, the SCHOOL BOARD agrees to require its representative or agent to attend regular progress meetings as may be reasonably requested by the COUNTY.
- 3.04 The SCHOOL BOARD agrees to administer, in the form of plans, memoranda and reports, Upgrade Work clarifications and changes which may be necessary during the installation of the Upgrade Work. The SCHOOL BOARD can enter into any change order with the CONTRACTOR that does not directly involve the Upgrade Work and does not cause an increase in the Upgrade Sum (as hereinafter defined). If the cumulative effect of any such changes to the Upgrade Work causes the Upgrade Sum to be exceeded, the SCHOOL BOARD shall notify the COUNTY'S representative, and if the COUNTY approves such changes in writing, and agrees in writing to reimburse the SCHOOL

BOARD for the additional costs, the SCHOOL BOARD shall forthwith prepare change order and/or supplemental agreement documents as appropriate. The COUNTY additionally authorizes the SCHOOL BOARD to prepare, execute and implement minor change orders to the Contractor for work changes necessitated by the Project so long as the cumulative effect of any such change orders does not cause the Upgrade Sum to be exceeded.

- 3.05 The SCHOOL BOARD agrees to obtain from the CONTRACTOR waivers and releases of claims of lien as may be required under Florida Statutes Chapter 713 from persons and firms performing work or providing services or materials on or for the Upgrade Work

SECTION IV. COUNTY'S RESPONSIBILITIES

- 4.01 The COUNTY agrees to assign a representative to oversee the Upgrade Work during the term of the installation of the Upgrade Work so that the COUNTY may effectively coordinate its services with SCHOOL BOARD. In this respect, the COUNTY agrees to require its representative or agent to attend regular progress meetings as may reasonably be requested by the SCHOOL BOARD.
- 4.02 The COUNTY shall reimburse the SCHOOL BOARD, as set forth below in Section 7.01, for actual costs of the Upgrade Work up to and including the total sum as set forth in Section 1.02 above (the "Upgrade Sum").
- 4.03 In the event that the COUNTY desires additional improvements to be installed, over and above the Upgrade Work, it shall notify the SCHOOL BOARD in writing of its proposal. In such event, if the SCHOOL BOARD approves of such proposed additional improvements, then, supplemental agreement documents for this Agreement shall be issued by the COUNTY for said additional services, and the same shall be authorized in writing signed by both the COUNTY'S representative and the SCHOOL BOARD in compliance with the then current COUNTY purchasing policy.
- 4.04 The COUNTY shall regularly and periodically examine, with the SCHOOL BOARD'S representative, requests for payment (monthly pay estimates) as submitted to the COUNTY by the SCHOOL BOARD'S CONTRACTOR to determine that they are in order for payment and consistent with this Agreement, as amended. When such requests are deemed to be in proper order, the COUNTY shall certify that to the best of its knowledge, the quality and quantity of work performed is in accordance with this Agreement services and shall transmit them for payment to the COUNTY Finance Director as part of the payment process for the Upgrade Work.
- 4.05 Upon completion of the Upgrade Work, including all change orders and supplemental agreements thereto, make a final inspection of the Upgrade Work with the SCHOOL BOARD'S agent or representative.
- 4.06 The COUNTY shall have the right to inspect the Upgrade Work and shall have access to the School Property at all times during construction of the Upgrade Work.
- 4.07 The COUNTY reserves the right to make a final inspection and approval of the Upgrade Work prior to making payment.
- 4.08 The COUNTY shall, not later than sixty (60) days after completion of the Upgrade Work, at its expense, construct and install all pitcher's mounds, bases, and home plates on all softball and/or baseball fields to be constructed on School Property, and the SCHOOL BOARD shall have the right to inspect such work and determine whether the COUNTY has fully performed its obligations hereunder. The SCHOOL BOARD hereby grants the COUNTY a temporary license to enter upon the School Property in order to complete such improvements for such reasonable period of time as is necessary to complete the same.

SECTION V. INSURANCE

- 5.01 The COUNTY and the SCHOOL BOARD shall maintain insurance coverage during the License Period in the minimum amounts and types as required by Florida Law.
- 5.02 The COUNTY 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 VI. REPRESENTATIVES

- 6.01 The COUNTY Parks and Recreation Director, or their designee, either directly with the SCHOOL BOARD'S Director of Facilities Planning or their designee shall, respectively, act as the COUNTY'S and SCHOOL BOARD's contract authority and representatives under this Agreement

SECTION VII. PAYMENT

- 7.01 The COUNTY shall pay unto the SCHOOL BOARD the Upgrade Sum pursuant to Section 4.02 and 4.04 above. Payment will be made upon receipt of a proper invoice and in compliance with Section 218.70, Fla. Stats., otherwise known as the "Florida Prompt Payment Act."

SECTION VIII. MISCELLANEOUS

- 8.01 It is understood that this Agreement shall be executed by both parties prior to the SCHOOL BOARD and the COUNTY commencing with the work and services described herein.
- 8.02 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the SCHOOL BOARD and the COUNTY'S Parks & Recreation Director or their designee, in compliance with the then current COUNTY Purchasing Policy
- 8.03 The prevailing party in any action, or in any ancillary proceeding or an appeal, to enforce or interpret any of the terms or provisions of this Agreement shall be entitled, in addition to damages, injunctive relief or other relief, to recover from the other party all costs including, without limitation, costs and expenses of litigation and reasonable attorneys' fees.
- 8.04 The captions and section numbers used in this Agreement are for purposes of convenience and for reference only and shall not be used to define, limit or extend the scope or meaning of any part of this Agreement.
- 8.05 Whenever in this Agreement a party is or may be called upon to give its consent or approval to any action, said consent shall not be unreasonably withheld or delayed.
- 8.06 The parties hereto agree to promptly sign all documents reasonably required to give effect to the provisions of this Agreement.
- 8.07 This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- 8.08 Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.
- 8.09 Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent, or create any partnership, joint venture or other association between the parties.
- 8.10 In the event of default by a party hereto in its respective obligations hereunder, the non-defaulting party shall have all remedies available to it at law or in equity.

unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such legal or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

8.12 Each party hereby represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

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

AS TO COUNTY

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

ATTEST:
DWIGHT E. BROCK, CLERK

By: Marieliso De
Marieliso De
Attest as to Chairman's signature only.

Tom Henning
TOM HENNING, CHAIRMAN

Approved as to form and legal sufficiency

David Weigel
David Weigel
County Attorney

AS TO THE DISTRICT SCHOOL BOARD
OF COLLIER COUNTY:

SIGNED, SEALED AND DELIVERED

DISTRICT SCHOOL BOARD
OF COLLIER COUNTY,
NAPLES, FLORIDA

IN THE PRESENCE OF:

ATTEST:

SUPERINTENDENT OF SCHOOLS

Dan W. White
DR. DAN W. WHITE

Linda Abbott
LINDA ABBOTT, CHAIR

CHAPTER 7
DESCRIPTION OF SERVICES PROVIDED

<u>General Description of Services</u>	<u>Costs</u>
1. Substitute 4" lift of clay at baseball/softball infields in lieu of sprigged Bermuda grass and associate irrigation heads.	\$ 9,376.00.
2. Substitute approx. 1634SY asphalt paving and 1520SF concrete side walk between baseball/softball diamonds, including 6 each Japanese Privet trees, in lieu of Bermuda sprigged grass area.	\$30,679.43
3. Substitute separate CCP&R 20 hp pump station and CCPS 15 hp pump station in lieu of combination 25 hp pump station to operate total irrigation system.	\$22,731.00
4. Domestic water service to each of 4 dugouts with 1" hose bibs fastened to 4x4 p.t. wood posts.	\$2,128.00
5. Staking of 18 sports field light poles by Registered Land Surveyor.	\$2,700.00
6. Furnish and install Spots field lighting including installation of 10 poles with Musco Sports Cluster Level 2 fixtures and rough-in, including conduit, for 8 future poles & fixtures. Furnish and install transformer and power panels for present and future sports field lighting.	\$300,800.00
7. Add approx. 260 SF concrete pad for lighting control center.	\$780.00
8. Fencing upgrades including fencing enclosure with top at lighting control center, 15' fence between soccer fields and at North end of North soccer field, baseball/softball fencing including upgraded backstops, foul poles.	\$14,920.00
9. Builders Risk Insurance.	\$3,265.00
10. Bond	\$3,842.00
11. Subtotal Fee @ 5%	<u>\$19,561.07</u>
 Total	 \$410,782.50

LEASE AGREEMENT

(Veterans Memorial Elementary School)

This Lease Agreement ("Agreement") entered into this 26 day of September, 2017, by and between Collier County, a political subdivision of the State of Florida, ("County") and the District School Board of Collier County, Florida (the "District"), together the "Parties". For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree and contract as follows:

SECTION I - LEASED PREMISES.

1.01 The District shall lease to the County certain property owned by the District and located at Veterans Memorial Elementary School in Naples, Florida, consisting of approximately 4.5 acres and more particularly described on Exhibit "A" ("Leased Premises").

SECTION II - TERM.

2.01 The District agrees to lease to the County and the County agrees to lease from District the Leased Premises for a term of ten (10) years, commencing on September 25, 2017 and terminating on September 24, 2027. The Parties recognize that they are providing needed public park facilities under the terms of this Agreement and that they may desire to extend or renegotiate this lease at its expiration, provided that the District does not need the Leased Premises for educational facilities.

SECTION III - CONSIDERATION.

3.01 The County has constructed and maintains certain recreational facilities on the Leased Premises. The District shall not charge any fees to County for the use of any of these facilities, except for the cost of utilities arising from the County's use of such facilities.

SECTION IV – REPAIRS AND MAINTENANCE

4.01 The County shall be responsible for repairs and maintenance of all improvements and facilities located on the Leased Premises which shall include, but not be limited to, the following items: lighting, irrigation, mowing, and clay work. Repair and maintenance shall be in accordance with County Park standards and/or District, County, State and Federal legally required standards, as applicable.

4.02 The County shall have the right to replace or remove improvements and facilities on the Leased Premises, provided that the District approves the replacement or removal in writing and receives at least three (3) months notice of such a change. The County agrees to repair and restore the Leased Premises in the event of any such removal. The District's approval shall not be unreasonably withheld with respect to any requests made by the County to replace or remove the improvements or facilities located on the Leased Premises.

SECTION V - USE.

5.01 The District shall have priority use of all facilities on Leased Premises during regular school hours and for special school-related events or programs at times other than regular school hours, provided that such special events are scheduled in writing at least thirty (30) days in advance with the Collier County Parks and Recreation Director or designee. The County shall have the right to use the facilities on the Leased Premises after regular school hours, Monday through Friday until 10:00 p.m. and on weekends, Saturday and Sunday and also days when school is not in session (e.g. holidays and summer vacation) from the hours of 6:00 a.m. until 10:00 p.m.

SECTION VI – SUPERVISION & CLEAN-UP.

6.01 The County and the District shall each provide adequate personnel to supervise (and clean-up) the use of the facilities during their respective times of use of the Leased Premises in a manner that promotes community health, public safety and proper preservation of the public facilities. The District reserves the right to temporary or permanently restrict or prohibit use of the Leased Premises or any portion thereof, if the County (or its guests, users or invitees) fails to adequately supervise, preserve, maintain or clean-up the Leased Premises.

SECTION VII - CAPITAL IMPROVEMENTS.

7.01 The County may construct capital improvements and install additional equipment to improve the existing facilities on the Leased Premises provided that such improvements or additions are not in conflict with school use and are approved by the District in writing and in accordance with the terms of this Agreement. The County shall be solely responsible for any and all costs associated with such improvements or additions. The District shall have the right to review and approve, prior to construction, the plans, specifications and location for the placement of all equipment, facilities, and capital improvements upon the Leased Premises and such approval shall not unreasonably be withheld.

SECTION VIII - FENCING AND GATES.

8.01 The District shall have sole discretion over the control, operation and location of all fences and gates located on the Leased Premises. The County shall be given access through all gates necessary to use the Leased Premises in accordance with the terms of the Agreement.

SECTION IX – SCHOOL ADDITIONS & PORTABLE CLASSROOMS.

9.01 The County acknowledges and agrees that the District shall have the right to build additions and/or install portable classrooms or make other improvements and modifications on

the Leased Premises for school-related purposes. In the event that the District elects to make such improvements, installations and/or modifications, the District shall notify the County with at least ninety (90) days written notice and shall make reasonable efforts not to adversely impact (or terminate) the County's use of the Leased Premises.

SECTION X - INDEMNIFICATION.

10.01 To the extent provided by law, each Party agrees to hold harmless, indemnify and defend the other Party including its agents, officers, directors and employees for any and all claims, losses, penalties, demands, judgments, costs of suits, including attorney's fees, for any expense, damage or liability incurred, whether for personal injury, property damage, direct or consequential damages, or economic loss arising directly or indirectly arising from or in connection with the use of the Leased Premises under the terms of this Agreement, except for such damage or liability which is caused solely by the negligence of the other Party. This indemnification shall not be deemed a waiver of any limitation of liability to which either Party may be entitled under Florida Statutes.

10.02 The County and the District shall maintain insurance coverage in the minimum amounts and types as required under State law. The County and the District 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 XI - TERMINATION.

11.01 The District and the County may, at any time, and for any reason, terminate this Agreement upon ninety (90) days written notice to the other Party.

11.02 In the event the Agreement is terminated, the County shall have the right to remove any and all structures, improvements and equipment that it has constructed or installed upon the

Leased Premises upon forty-five (45) days of written notice to the District. The County agrees to restore the Leased Premises in the event of any such removal. With respect to those capital improvements upon the Leased Premises that were paid for solely by the County and are permanent and not removable, the District shall reimburse the County for such improvements in accordance with their remaining depreciated value. The reimbursement shall be made during the next budget year and shall be in the form of actual cost of said capital improvements depreciated by ten percent (10%) per year from the date of construction, however, no reimbursement payments shall be required of the District after the improvements have been in use for ten (10) years.

SECTION XII - EFFECT ON OTHER AGREEMENTS.

12.01 This Agreement is not intended to replace or otherwise amend or modify any agreements executed by the Parties other than that certain Lease Agreement for property located at Veterans Memorial Elementary School and dated September 25, 2007.

SECTION XIII - ARBITRATION.

13.01 In the event that the Parties disagree regarding the interpretation of this Agreement, or the fulfillment of obligations required hereunder, either Party may request an appeal to the Superintendent, or County Manager, as applicable. Should the problem not be resolved to the mutual satisfaction of any Party, it shall be submitted at the request of either Party to binding arbitration in front of a three person panel according to the rules of the American Arbitration Association.

SECTION XIV - ASSIGNABILITY.

14.01 The Parties shall not assign any interest in this Agreement without the prior written consent of the other.

SECTION XV - AMENDMENT.

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

SECTION XVI - CHOICE OF LAW.

16.01 This Agreement shall be interpreted in accordance with the laws of the State of Florida. It is recognized that all Parties hereto have contributed substantially and materially to the negotiations and preparation of this Agreement, and that the Agreement shall not be interpreted more harshly against one party by virtue of its preparation.

SECTION XVII – SEVERABILITY.

17.01 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal or enforceable provision had never compromised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION XVIII - EFFECTIVE DATE.

18.01 The Effective Date of this Agreement shall be the date that the last signature as set forth below.

SECTION XIX - NOTICE.

19.01 Any notice required to be made under this Agreement shall be made in writing and either hand delivered or delivered by overnight courier or facsimile transmission, or sent by registered or certified mail, return receipt requested, and addressed to the following: District School Board of Collier County, Florida, c/o Superintendent, 5775 Osceola Trail, Naples, Florida 34109;

Collier County, c/o County Manager, 3335 East Tamiami Trail, Administrative Building, Naples, Florida, 34112.

SECTION XX - BINDING ON THE PARTIES.

20.01 Each Party hereby represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

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



DWIGHT E. BROCK, Clerk
By: [Signature]
Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY, FLORIDA.
By: [Signature]
Penny Taylor, Commission Chair

Approved as to form and legality:

[Signature]
Jennifer A. Belpedio
Assistant County Attorney

THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY, FLORIDA

ATTEST:

[Signature]
Dr. Kamela Patton, Superintendent

By: [Signature]
Roy M. Terry, School Board Chair

Approved as to form and legal sufficiency:

By: [Signature]
Jon Fishbane, District General Counsel

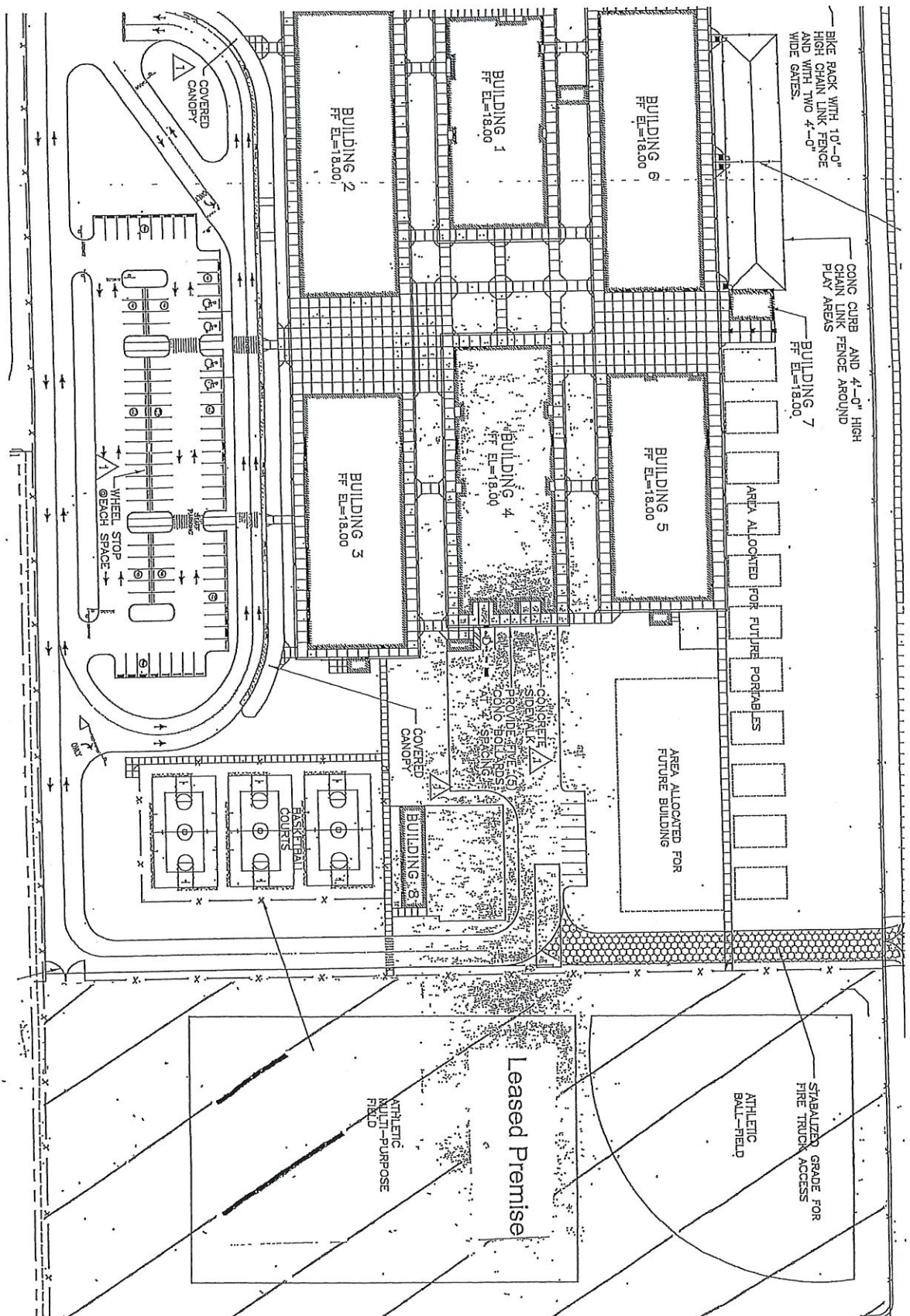


Exhibit A

COPY

AGREEMENT

FILE COPY

THIS Agreement, made and entered into this 13th day of June, 2000 by and between the Board of County Commissioners, Collier County, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY, and the DISTRICT SCHOOL BOARD OF COLLIER COUNTY, Florida, hereinafter called the SCHOOL BOARD.

WITNESSETH

WHEREAS, the COUNTY, in cooperation with the SCHOOL BOARD wishes to construct a parking lot to be used jointly, hereinafter referred to as the "Project", located on property owned by the SCHOOL BOARD and adjacent to Vineyards Community Park, and

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

WHEREAS, the SCHOOL BOARD desires to compensate and have the COUNTY engage said CONTRACTOR for the Project; and

WHEREAS, the COUNTY is agreeable to and desirous of undertaking such services with the SCHOOL BOARD in connection with the Project, and

WHEREAS, the SCHOOL BOARD is agreeable to and desirous of providing funding to the COUNTY in connection with the Project as described herein;

NOW, therefore, in consideration of the promises and mutual covenants hereinafter contained, the COUNTY hereby agrees to undertake said services in connection with the Project as outlined below, and both the COUNTY and the SCHOOL BOARD hereby covenant each to the other to implement the Project concurrently subject to the terms and provisions as hereinafter contained.

SECTION I. DESCRIPTION OF SERVICES AND TERMS OF USE

- 1.01 The location where services are to be provided shall be as per Exhibit "A", attached, and incorporated herein by reference.
- 1.02 A description of the services to be provided under this Agreement as well as the cost for each service shall be as per Exhibit "B", attached and incorporated herein by reference.
- 1.03 It is further agreed by the SCHOOL BOARD and the COUNTY that each shall have joint usage of the parking lot described in Exhibit "A".
- 1.04 The SCHOOL BOARD, after coordination with the COUNTY, shall repair and maintain the facilities listed in Article 1.01 above. Repair and maintenance shall include, but not be limited to such items as irrigation, landscaping, parking lot patching, sealing, striping, lighting, etc.
- 1.05 It is further agreed by and between the SCHOOL BOARD and COUNTY that, the cost of all maintenance and repairs shall be shared equally between the SCHOOL BOARD and the COUNTY.

SECTION II. TERMS

- 2.01 Except as this Agreement may otherwise be terminated, this 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 2.0.
- 2.02 On or before the expiration date of this Agreement, the Parties may extend this Agreement by mutual agreement under all of the terms and conditions contained herein for an additional multi-year period to be determined by the COUNTY Parks and Recreation Director or their designee and the SCHOOL BOARD.

FILE COPY

- 2.0 The COUNTY or SCHOOL BOARD may terminate this Agreement with reasonable cause or by mutual agreement prior to the expiration of this Agreement, upon sixty (60) days prior written notice each to the other. In the event of such termination by either party, the other party shall be entitled to pro-rata compensation for the cost of improvements provided, based on a fifteen (15) year depreciation schedule. The other party shall not be entitled to any compensation after the fifteenth year.

SECTION III. COUNTY'S RESPONSIBILITIES

- 3.01 The COUNTY shall assume the entire responsibility for contracting with and paying the CONTRACTOR for the Project described herein.
- 3.02 The COUNTY shall be responsible for management and oversight of the Project,
- 3.03 The COUNTY 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 COUNTY. In this respect, the COUNTY agrees to require its representative or agent to attend regular progress meetings as may be reasonably requested by the SCHOOL BOARD.
- 3.04 The COUNTY agrees to administrate, in the form of plans, memoranda and reports, Project clarifications and changes which may be necessary during the Project. If any such changes exceed the contract amount authorized by this Agreement, the COUNTY shall notify the SCHOOL BOARD's representative, and if the SCHOOL BOARD approves such changes in writing, and agrees in writing to share with the COUNTY for the additional costs, the COUNTY shall forthwith prepare Change Order and/or Supplemental Agreement documents as appropriate. The above notwithstanding, the SCHOOL BOARD additionally authorizes the COUNTY to prepare, execute and implement minor Change Orders to the Contractor for work changes necessitated by the Project so long as the contract amount authorized by this Agreement is not exceeded.
- 3.05 The COUNTY 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

- 4.01 With respect to specific services to be provided to the COUNTY by the SCHOOL BOARD under the terms of this Agreement, services are deemed to include but shall not necessarily be limited to the following items:
- 4.02 The SCHOOL BOARD agrees to assign a representative to the Project during the term of the Project so that the COUNTY may effectively coordinate its services with SCHOOL BOARD. 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 COUNTY.
- 4.03 The SCHOOL BOARD shall provide reimbursement to the COUNTY of fifty percent (50%) of the actual costs of the Project up to and but not exceeding the sum of one hundred thousand dollars (\$100,000.00).
- 4.04 In the event that the SCHOOL BOARD should desire additional services as necessary and mutually agreed upon by SCHOOL BOARD and COUNTY under this Agreement in addition to those identified in Exhibit "B", and which would exceed the contract sum of one hundred thousand dollars (\$100,000.00), Supplemental Agreement documents for this Agreement must be issued by the COUNTY for said additional services, and shall be authorized in writing signed by both the SCHOOL BOARD or its representative and the COUNTY in compliance with the then current COUNTY Purchasing Policies.
- 4.05 The SCHOOL BOARD shall regularly and periodically examine, with the COUNTY'S representative, requests for payment (monthly pay estimates) as submitted to the SCHOOL BOARD by the COUNTY to determine that they are in order for payment and consistent with the contract documents entered into between the COUNTY and the SCHOOL BOARD. When such requests are deemed to be in

proper order the SCHOOL BOARD shall certify that to the best of its knowledge, the quality and quantity of work performed is in accordance with the Project services and shall transmit them for payment to the SCHOOL BOARD Facilities Director as part of the payment process for the Project.

- 4.06 Upon completion of all work associated with the Project, including all Change Orders and Supplemental Agreements thereto, the SCHOOL BOARD shall make a final review of the Project with the COUNTY's agent or representative.
- 4.07 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.
- 4.08 The SCHOOL BOARD reserves the right to make a final inspection and approval of any work done for the Project prior to making payment.

SECTION V. INDEMNIFICATION

5.01 To the extent permitted by Florida law, the SCHOOL BOARD and the COUNTY 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 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

- 6.01 The COUNTY and the SCHOOL BOARD shall maintain insurance coverage in the minimum amounts and types as required by Florida Law.
- 6.02 The COUNTY 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

7.01 The COUNTY Parks and Recreation Director, or their designee, either directly with the SCHOOL BOARD Director of Facilities Planning or their designee shall, respectively, act as the COUNTY'S and SCHOOL BOARD's contract authority and representatives under this Agreement.

SECTION VIII. PAYMENT

8.01 After the COUNTY has paid the contractor, the SCHOOL BOARD shall pay unto the COUNTY fifty percent (50%) of the amount of COUNTY'S cost of services pursuant to Article 4.03 and 4.04 above in an amount not to exceed one hundred thousand dollars (\$100,000) subject to the conditions of 4.04.

SECTION IX. MISCELLANEOUS

- 9.01 This 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 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.
- 9.02 It is understood that this Agreement shall be executed by both parties prior to the SCHOOL BOARD and the COUNTY commencing with the work and services described herein.

9.03 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the SCHOOL BOARD and the COUNTY Parks & Recreation Director or its designee, in compliance with the then current COUNTY Purchasing Policy.

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

AS TO COUNTY:

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA



ATTEST
DWIGHT E. BROCK, CLERK

By: Ellie Hoffman

Attest as to Chairman's
signature only
Approved as to form and legal sufficiency

Timothy J. Constantine

TIMOTHY J. CONSTANTINE,
CHAIRMAN

6/13/00

for Tom Palmer

David C. Weigel
County Attorney

AS TO THE DISTRICT SCHOOL BOARD
OF COLLIER COUNTY:

SIGNED, SEALED AND DELIVERED

DISTRICT SCHOOL BOARD
OF COLLIER COUNTY,
NAPLES, FLORIDA

IN THE PRESENCE OF:

ATTEST:

SUPERINTENDENT OF SCHOOLS

Dan W. White

DR. DAN W. WHITE

Barbara J. Church

BARBARA J. CHURCH
CHAIR

Approved as to form and legal
sufficiency:

John Clapper III

John Clapper III, Esq.
School Board Attorney

Exhibit B

Project: Vineyard Parking Lot

Estimated Construction Cost

Site Design	\$ 50,000.00
Lighting Design	5,000.00
Paving, grading, drainage, fill	100,000.00
Lighting	20,000.00
Landscaping, Irrigation	10,000.00
Signals (turn lane, stripes)	10,000.00
Permitting Fees	4,000.00
TOTAL	<u>\$199,000.00</u>

**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.

OR: 3079 PG: 3206

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.

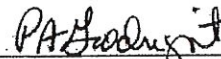
10. Except as modified by this Agreement, all terms of the 1998 Interlocal Agreement, as applicable to the parties herein, shall remain in effect.

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

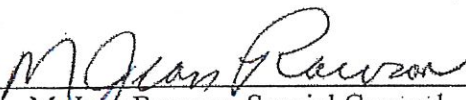
ATTEST:


Tara A. Norman

CITY OF NAPLES, FLORIDA

BY: 
Bonnie R. MacKenzie, Mayor

APPROVED AS TO FORM AND LEGALITY

BY: 
M. Jean Rawson, Special Counsel