

**INTERLOCAL AGREEMENT
BETWEEN THE SCHOOL BOARD OF POLK COUNTY
AND THE CITY OF FROSTPROOF**

THIS AGREEMENT is made and entered into by the SCHOOL BOARD OF POLK COUNTY (hereafter known as SCHOOL BOARD or "Lessor"), and the CITY OF FROSTPROOF (hereafter known as CITY or Lessee). This Agreement makes null and void any prior agreements to include the Ground Lease Agreement dated the 14th day of December, 1999. The Ground Lease Agreement will hereby be terminated on the 31st day of October, 2007.

WHEREAS, the SCHOOL BOARD and the CITY agree that it is in the best interests of the SCHOOL BOARD, the CITY, and the citizens of Frostproof to maximize the utilization of certain facilities owned by the CITY known as the Frostproof Sports Complex (hereafter known as COMPLEX) and described in 'Exhibit A', and

WHEREAS, the COMPLEX property described in 'Exhibit A' is owned by the School Board; and

WHEREAS, as the Lessee, the CITY according to the terms of the Ground Lease Agreement, has maintained the COMPLEX and the SCHOOL BOARD uses the property for baseball, softball, tennis, and other recreational purposes; and

WHEREAS, the SCHOOL BOARD and the CITY agree that it is in the best interests of the SCHOOL BOARD, the CITY and the citizens of Frostproof for the SCHOOL BOARD to continue use of the COMPLEX and assume responsibility for the Lessee's responsibilities as agreed to in the Ground Lease Agreement for the COMPLEX.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The recitals set forth above are true and correct and are incorporated into this Agreement.
2. The SCHOOL BOARD shall assume responsibility for the Complex.
3. The CITY shall pay monthly utility and maintenance bills up to \$15,000 annually to be revisited on an annual basis as utility costs change.
4. The SCHOOL BOARD agrees to provide the Frostproof Youth Ball, Inc. adequate availability of the COMPLEX, including concessions when the City coordinates with Frostproof High School.
5. The establishment of an oversight committee to include a delegate from each of the following: the City of Frostproof (i.e. the City Manager or appointed representative), the Frostproof community, the Principal of Frostproof High School, Polk Leisure Services, the Facilities Department of the School Board, and the School Board Grounds Department.
6. To the extent permitted by law, and without waiver of sovereign immunity, each party hereto agrees to hold harmless the other and to indemnify each other from and against any and all manner and types of claims, damages, losses, lawsuits (including trial and appellate level attorney's fees), and other manner of actions that result from any act or omission to act committed by the party required to give indemnification

hereunder. Notwithstanding the indemnity and hold harmless provision contained herein, neither party waives sovereign immunity by virtue of this Agreement and all sovereign immunity is claimed by the parties hereto to the fullest extent available under Section 768.28, Florida Statutes, as it may be amended from time to time, and any other applicable provision of law. Specifically, the limits of liability expressed in Section 768.28, Florida Statutes, shall be applicable and shall remain in effect, and are not waived hereby. The CITY shall obtain insurance in an amount and with deductible limits acceptable to the SCHOOL BOARD to cover such occurrences together with any property damage arising out of this Agreement.

7. All notices and other communications under this Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, (3) overnight delivery service, prepaid, or (4) electronic mail, when sent to the following persons or their replacements:

SCHOOL BOARD:

C. Wesley Bridges, II
General Counsel
The School Board of Polk County
P.O. Box 391
Bartow, FL 33831
(863-534-0773)
Email: wes.bridges@polk-fl.net

Sally Myers
Property Management Manager
Facilities & Operations
The School Board of Polk County
P.O. Box 391
Bartow, FL 33831
863-534-0618
Email: sally.myers@polk-fl.net

CITY:

Tenny R. Croley
City Manager
City of Frostproof
PO Box 308
Frostproof, FL 33843
Email: Tcroley@cityoffrostproof.com

8. A waiver by either the SCHOOL BOARD or the CITY of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
9. This agreement may not be modified in any way unless such modification is in the form of a written amendment properly executed by all parties to this Agreement.
10. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the

Agreement did not contain the particular portion or provision held to be void. The parties hereto further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined void.

11. This Agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment or Addenda to this agreement.

12. This Agreement shall be reviewed on an annual basis to determine its relevancy.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed by their duly authorized representatives on the dates appearing below:

ATTEST:

By: Ann Bass
Ann Bass, City Clerk

City of Frostproof

By: Larry Sullivan
Mayor Larry Sullivan

Date: 1-7-08

Approved as to form and legal sufficiency

By: Brian W. Haas
Brian W. Haas, City Attorney

Date: 1-7-08

ATTEST:

Gail F. McKinzie
Gail F. McKinzie, Superintendent

The School Board of Polk County,
Florida

By: Lori Cunningham
Lori Cunningham, Chairman

Date: 1/31/08

Date: 1/31/08

Approved as to form and legal sufficiency

By: [Signature]
School Board Attorney

Date: 22 Jan 08

SCHEDULE "A"

**The SE-1/4 of NW-1/4 of NE-1/4 of Section 29, Township 31 South, Range 28 East,
Polk County, Florida, less and except right-of-ways.**