

CONTRACT NO. ~~2003-204~~

BCC APPROVED 4/22/03

RECREATION FACILITY USE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of APRIL, 2003 by and between Venice Little League, Inc., a Florida non-profit corporation, hereinafter referred to as "User" and Sarasota County Government, a political subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, User and County are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of Sarasota County, Florida; and

WHEREAS, pursuant to First Amendment to Interlocal Agreement No. 98-008, as amended, Sarasota County operates the property and facilities located known as Venice Wellfield Park, located at 1300 Ridgewood Avenue, Venice, Florida 34292; and Chuck Reiter Stadium, located at 250 Fort Street, Venice, Florida 34285.

WHEREAS, the user desires to conduct National Little League activities and make improvements as approved by the County.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The County agrees to:
 - (a) Allow the use of the land and existing facilities described as:
Venice Wellfield Fields No. 4 and 5, and concession stand located between Fields No. 4 and 5; and at Chuck Reiter Stadium Fields No. 1, 2, 3, and 4, and concession stand.

under the express terms and conditions of this Agreement.
 - (b) Provide routine maintenance of the Recreation Facilities and materials for grounds upkeep.
2. The User agrees to:
 - (a) Administer Venice Little League activities at said facility in a safe and professional manner.
 - (b) Pay any and all utility bills in connection with its use of the premises, excluding monthly charges not related to actual use.
 - (c) Procure and maintain, during the life of this Agreement, commercial general liability coverage including but not limited to bodily injury, property damage,

contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate.

- (d) Procure and maintain, during the life of this Agreement, special form property coverage on all structures until the County takes possession and becomes the owner of each structure.
 - (e) All policies required by this Agreement are to be written on an occurrence basis and shall name Sarasota County, its Commissioners, Officers, Agents, Officials, Employees, and Volunteers as an additional insured as their interest may appear under this Agreement and shall agree to waive all rights of subrogation against Sarasota County, its Commissioners, Officers, Agents, Officials, Employees or Volunteers. The appropriate certificate of insurance is to be furnished to the Sarasota County Risk Management Division (1660 Ringling Boulevard, Sarasota, FL 34236) prior to commencement of use and within 30 calendar days of expiration of the insurance contract.
 - (f) Shall pay on behalf of or indemnify and hold harmless Sarasota County, its Commissioners, Officers, Employees, Officials, Agents and Volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the User arising out of or in any way connected with the terms of this Agreement. This section will extend beyond the term of the Agreement.
 - (g) Maintain any and all improvements that in the opinion of County are for the primary benefit of User. (i.e. fenced enclosure and racks, etc.)
 - (h) Any improvements will be subject to reviews and approval in writing by the General Manager of Sarasota County Parks and Recreation of final plans, as well as securing any required building permits, etc.
 - (i) Pick up all litter, trash, and debris that may be accumulated during activities involving the User and/or sponsored activities and perform clean up in accordance with Sarasota County Mandatory Recycling Ordinance No. 97-130, Section 106.
 - (j) Promote Sarasota County Ordinance No. 2000-076 designating athletic ballfields to be Smoke Free & Tobacco Free areas. Stress the importance of this ordinance to participants and spectators alike.
3. User warrants, represents and confirms to County, that it is a not for profit corporation organized and existing under the laws of the State of Florida. User shall not use the Premises for any purpose other than that of promoting community interest and welfare. The use of the premises shall be limited to athletic practice and games, meetings, clinics, and demonstrations, and other uses necessary and incidental thereto. No member of the public shall be arbitrarily excluded from membership in the

organization, nor arbitrarily prohibited from reasonable use and access to the Premises.

4. User is not permitted to assign or sublet the Premises or any portion thereof without prior written consent of County. County may withhold said consent for any reason whatsoever.
5. User shall obtain the prior written approval from the General Manager of Parks and Recreation and consent of County before making any improvements, additions or alterations to said premises. Said approval by County shall not constitute a waiver of permitting requirements contained in any Sarasota County Ordinance. All improvements, additions or alterations made by User shall become the property of Sarasota County and remain upon the Premises and be surrendered with the Premises at the termination of the Agreement.
6. User shall comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, and city government, where applicable, and of any and all departments and bureaus with regard to the use of the Premises, shall take such action as I necessary to prevent and correct any nuisance or other grievances in, upon, or connected with the use of the Premises during the term of this Agreement, and shall also comply promptly with all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires, all of the same to be done at the sole expense of User. County reserves the right to promulgate such reasonable rules and regulations relating to the use of the Premises as County may deem appropriate and for the best interest of the public.
7. County or any of its agents or employees shall have the right, upon reasonable notice, to enter upon the Premises at any time during the term of this Agreement to examine same for any purpose whatsoever.
8. User agrees to pay the cost of any legal proceedings, including all attorney's fees and costs, which are incurred by County on account of or because of the violation or alleged violation of any of the terms or provisions of this Agreement.
9. The rights of County under this Agreement shall be cumulative and the failure of County to exercise promptly any right hereunder shall not act to forfeit any of those rights.
10. This Agreement shall remain in effect, under the same terms and conditions, from year-to-year; provided that either party may terminate this Agreement without further obligation by giving to the other six months' notice in writing.
11. User shall furnish to the County an annual report of its activities upon the uses of the concerned premises, including therein a brief statement of the services or facilities which it has provided or made available on said premises for the use and enjoyment of

the general public, together with a statement of the approximate number of residents of Sarasota County or others who have used said premises. Said report shall also contain such further information as the County may reasonably require.

12. User shall furnish to the County a schedule of events which will include the number of fields, days and times of play, and leagues to be offered and this schedule shall be mutually agreed upon in writing before each new season begins.
13. The County shall have the right to use the Premises for recreational/sports activities during those times when the User is not using the Premises.
14. The County shall have the right to use the premises for purposes determined to be beneficial to the community and the County will notify the User in writing of such an event at minimum 30 days prior to said event.
15. Except as otherwise provided herein, all notices required or permitted under this Agreement shall be made in writing and shall be deemed given and served when deposited in the U.S. Mail, postage prepaid and certified and directed to the following addresses:

For the County:
South Park District Manager
Sarasota County Parks & Recreation
6700 Clark Road
Sarasota, FL 34241

For the User:
President, Jim Hitt
Venice Little League, Inc.
P.O. Box 2154
Venice, FL 34284

The parties may change their respective addresses by giving written notice of such change.

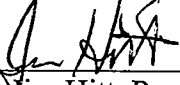
16. This Agreement contains and embodies all the representations, covenants, and promises made by the parties hereto, and no modifications or amendments hereof shall be valid unless in writing and executed by the parties hereto.
17. User assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Agreement.
18. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges, or interest to any third party.
19. User shall allow access to its records during normal business hours to the County, its employees and agents.

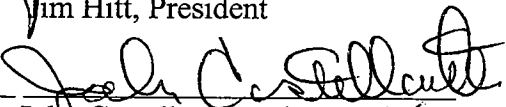
20. All rights of User under this Agreement shall be subject to that certain Recreational Facilities Interlocal Agreement dated November 17, 1992 between County and the City of Venice, as amended.

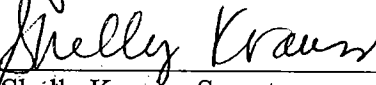
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

ATTEST:

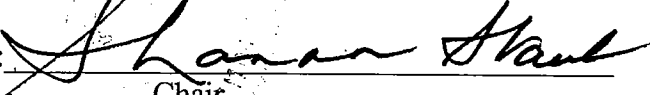
Venice Little League, Inc.

By: 
Jim Hitt, President

By: 
John Castellane, Vice President

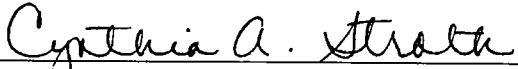
By: 
Shelly Krause, Secretary

**BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY, FLORIDA**

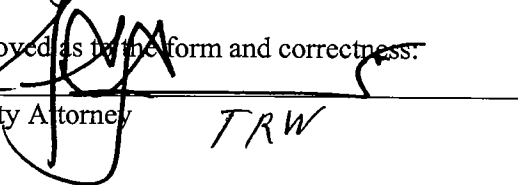
By: 
Chair

ATTEST:

KAREN E. RUSHING, Clerk of the
Circuit Court and Ex-Officio Clerk
of the Board of County Commissioners
of Sarasota County, Florida

By: 
Deputy Clerk

Approved as to the form and correctness:

By: 
County Attorney TRW

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
04/08/03

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER DJ / JOHNSON/JEFFERSON BOX 11270 BRADENTON FL 34282		COMPANY UNIVERSAL SPECIALTY UNDWTR INC 14310 N DALE MABRY HWY SUITE 301 TAMPA FL 33618	
PHONE (A/C, No, Ext): (941) 758-3861		LOAN NUMBER POLICY NUMBER 02/0361XL	
CODE: AGENCY CUSTOMER ID #: AVENLA0-7 INSURED VENICE LITTLE LEAGUE H PO BOX 2154 VENICE FL 34284		EFFECTIVE DATE 08/28/02 EXPIRATION DATE 08/28/03 <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 VENICE LITTLE LEAGUE - CONCESSION STAND & SHED

COVERAGE/PERILS/FORMS		AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDING/CONTENTS	SPECIAL FORM - REPLACEMENT COST		
CONCESSION STAND - BUILDING		\$100,000	\$1000
	CONTENTS	\$ 40,000	\$1000
SHED - BUILDING		\$ 5,000	\$1000
	CONTENTS	\$ 32,000	\$1000

REMARKS (including Special Conditions)

CANCELLATION
 THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 10 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS SARASOTA COUNTY PARKS & RECREATION 6700 CLARK RD, BLDG A SARASOTA FL 34241	MORTGAGEE	ADDITIONAL INSURED LOAN # AUTHORIZED REPRESENTATIVE Lauren Sellitti
	LOSS PAYEE	

LS (D)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT IN AND FOR
SARASOTA COUNTY, FLORIDA CIVIL ACTION

TOWN OF LONGBOAT KEY, FLORIDA,
CITY OF SARASOTA, FLORIDA,
CITY OF VENICE, FLORIDA, and
CITY OF NORTH PORT, FLORIDA,

Plaintiffs,

v.

CASE NO. 76-1503-CA-01

SARASOTA COUNTY, FLORIDA,

Defendant.

FILED FOR RECORD
MAY 3 2 15 PM '99

STIPULATED AGREEMENT FOR ENTRY OF ORDER SETTling DUAL TAXATION
DISPUTE BETWEEN THE CITY OF VENICE AND SARASOTA COUNTY

The City of Venice, Florida, (VENICE) and the County of Sarasota, Florida (COUNTY), hereby stipulate and agree as follows:

1. PAST FISCAL YEARS.

There is a dispute between VENICE and the COUNTY regarding sums claimed due and owing to VENICE for dual taxation in fiscal years 1985-1986, 1986-1987, 1987-1988 and 1988-1989. It is the intent of the parties that this stipulated agreement shall resolve the dual taxation issue between VENICE and COUNTY and finally terminate this litigation in the best interests of the residents and taxpayers of both the City of Venice and Sarasota County. VENICE and COUNTY stipulate and give to settle that dispute as follows:

A. BEACH RENOURISHMENT. COUNTY shall pay an amount not exceeding \$1,500,000.00 as the local share of the Venice Beach Renourishment Project, which has received partial Federal funding. COUNTY shall pay the local share in the manner required by the U.S. Corps of Engineers for such projects. If the Federal Government and the State of Florida have not made full funding commitments for the project by October 1, 1991, COUNTY shall, no later than December 31, 1991, pay VENICE \$750,000.00, less one-half of any amount already paid or payable for the Venice Beach Renourishment Project. No interest shall be due VENICE under this paragraph, unless there is a failure to pay VENICE any balance due on or before December 31, 1991, in which event interest shall accrue from that date.

B. CITY J...L. Sarasota County shall pay the entire actual cost of the holding area of the new Venice Police facility, not to exceed \$300,000.00. The actual amount to be paid shall be subject to County audit and a factual determination of the actual costs of this part of the Venice Police facility project.

C. CENTRAL DISPATCH OPERATION. The COUNTY shall pay all costs (capital and operating) to establish and operate a central dispatch facility for the Venice Fire Department and the South Sarasota County Fire and Ambulance Service. This facility shall commence operations on or before April 1, 1990, and any change in its location by the COUNTY shall not take place until VENICE has received at least 90 days notice and an opportunity to comment. The parties have projected a budget for the first full year of operations of \$276,590.00 including equipment and nine employees. The COUNTY obligation shall continue for a term of ten years. VENICE and the COUNTY shall enter into a separate Interlocal Agreement before April 1, 1990, which incorporates the above items and sets forth in more detail the terms and conditions of the central dispatch operations.

D. CASPERSEN BEACH ACCESS ROAD. The COUNTY shall design and construct a new access road to Caspersen Beach from U.S. 41 and an extension of Airport Avenue to connect with same. The road shall be generally adjacent to the Intracoastal Waterway. The design of those portions of the roadway which traverse Venice Airport property shall be subject to approval by VENICE. The COUNTY shall complete construction of the road from U.S. 41 through the planned Airport commercial area no later than December 31, 1993.

E. ROAD IMPROVEMENTS. The COUNTY shall construct Albee Farm Road and Auburn Road in accordance with the current County Comprehensive Plan and road improvement schedule.

F. VENICE BY-PASS PARK. The COUNTY shall improve Venice By-Pass Park generally in accordance with the current plans and schedule.

G. RECREATIONAL FACILITIES INTERLOCAL AGREEMENT. The COUNTY and VENICE shall enter into a twenty year Interlocal Agreement within 6 months of the full signing of this agreement

whereby the COUNTY shall operate and maintain the Venice Community Center, Venice Beach, Wellfield Recreational Complex, Brohard Park Beach, and the Venice Library. If the Boat Launch Ramp and Marina Park is constructed, it shall also be operated and maintained by the COUNTY.

H. WAIVER OF DUAL TAXATION CLAIMS. VENICE, in consideration of the foregoing, waives any and all claims against COUNTY for dual taxation for fiscal years 1985-86, 1986-87, 1987-88, and 1988-89, and COUNTY shall be deemed to have fully satisfied the judgment of the Circuit Court, as supplemented, in Circuit Court Case No. 76-1503-CA-01, with respect to VENICE.

2. FUTURE FISCAL YEARS.

VENICE and the COUNTY also wish to avoid disputes and litigation about possible dual taxation in future fiscal years commencing with fiscal year 1989-90. In order to reduce the likelihood of such disputes, the parties stipulate and agree as follows:

A. COUNTY BUDGET. COUNTY shall budget sufficient non-countywide revenues (e.g., COUNTY'S share, based on the population of the unincorporated area, of the local option gas tax levied pursuant to Section 336.025, Fla. Stat.; COUNTY'S share, based on the population of the unincorporated area, of the voted gas tax levied pursuant to Section 336.021, Fla. Stat.; and the COUNTY'S portion of the half cent sales tax derived on behalf of the unincorporated area, pursuant to Section 218.64, Fla. Stat.) to pay the cost of all engineering, construction, maintenance and repair services for "community and rural roads", which shall hereafter be defined as all roads in the unincorporated area which are not designated as arterials or collectors on the County Road System, pursuant to Chapters 334 and 335, Fla. Stat., and Chapter 14-12, F.A.C. In the absence of actual data to the contrary, it shall continue to be assumed that it costs COUNTY 1.5 times as much to repair and maintain said designated arterials and collectors of the County Road System ("feeder roads") as it costs COUNTY to repair and maintain "community and rural roads".

B. COUNTY IMPACT FEES. VENICE shall adopt a Resolution consenting to the imposition of road and park impact fees.

pursuant to Sarasota County Ordinance No. 89-97 and Sarasota County Ordinance No. 89-99, within the VENICE City limits after VENICE and COUNTY have reached an agreement on the following issues:

(1) Responsibility for legal defense of disputes relating to the Ordinances.

(2) VENICE'S role in determining fee structure and amount.

(3) VENICE'S role in determining project priorities.

(4) Administrative procedure and cost allocation for collecting the impact fees.

C. COUNTY PLANNER. The COUNTY shall give at least one year's notice before terminating the Interlocal Agreement for planning services with VENICE.

D. FUTURE DISPUTES. In the event VENICE should, in the future, identify any COUNTY service or program to be of no real and substantial benefit to the residents or property within VENICE, which service or program is financed from countywide revenues, VENICE and COUNTY shall follow the provisions of Section 125.01(6), Fla. Stat., to resolve the matter.

3. COURT ORDER AND ATTORNEY FEES.

VENICE and the COUNTY stipulate and agree to the entry of an order by the Circuit Court incorporating and adopting the provisions of this Stipulated Agreement. Each party shall bear its own costs and attorney fees to date. In the event that further legal proceedings are necessary to enforce the terms of this Stipulated Agreement or the Court Order incorporating same, then the prevailing party shall be entitled to recover its costs and reasonable attorney fees incurred in such proceedings.

IN WITNESS WHEREOF, the parties, by and through their respective governing bodies, have set their hands and seals on the day and year indicated below.

ATTEST:

B.N. Simons
City Clerk

Approved as to Form and Correctness:

Wayne C. Hall
Wayne C. Hall, City Attorney

CITY COMMISSION OF THE CITY OF VENICE

By: Harry E. Case
Mayor

10-26-89

Date signed by VENICE

STATE OF FLORIDA, COUNTY OF SARASOTA
I hereby certify that the foregoing is a true and correct copy of the original filed in this office.
Witness my hand and seal this NOV 29 1989
Karen E. Rushing, Clerk of Circuit Court

COPY

INTERLOCAL AGREEMENT

THIS AGREEMENT, by and between the CITY OF VENICE, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "City" and the COUNTY OF SARASOTA, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County",

W I T N E S S E T H:

WHEREAS, the City and County are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of the people of Sarasota County, Florida, including the City of Venice; and

WHEREAS, the City does not have a Department of Recreation to organize, plan and conduct recreational programs and activities; and

WHEREAS, the City owns and/or controls the operation of certain City properties, more specifically referred to as:

- Chuck Reiter Stadium, corners of Field, Cooper, Cockrill and Fort Streets;
- Venice Wellfield Park, Pinebrook Road;
- Hecksher Park, corner of Venice Avenue and Harbor Drive;
- Pinebrook South Recreation Area, Pinebrook Road;
- Venice Recreation Center, 391 Bahama Street;
- Venice Community Center, 326 S. Nokomis Avenue; and
- Venice Municipal Beach, The Esplanade,

hereinafter collectively referred to as "the recreation facilities"; and

WHEREAS, the City has developed and maintains the recreation facilities for the use and enjoyment of the people of the City of Venice and Sarasota County; and

WHEREAS, the County has employed a Recreation Supervisor at the request of the City to program the recreation facilities; and

WHEREAS, the common objective of providing, maintaining and conducting recreational facilities and programs may be best achieved in the most economical manner through joint and concerted action of the respective parties;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, it is agreed as follows:

1. The County shall employ qualified staff to plan, organize, conduct and maintain the above-mentioned City-owned or operated recreation facilities. The City shall make available to the County the equipment presently owned by the City which is used to maintain the recreation facilities, which equipment shall revert to the City upon termination of this Agreement.

2. The City shall provide water, sewer and garbage services to the recreation facilities at no cost to the County.

3. The County shall be responsible for carrying insurance upon the recreation facilities in such types and amounts as it determines to be necessary or desirable.

4. The County shall pay power and phone charges and other bills incidental to the proper care and upkeep of permanent improvements in connection with the recreation facilities.

5. The City and County may periodically make improvements to the recreation facilities, which improvements shall be mutually agreed upon as to desirability and responsibility and proposed improvements to the Venice Recreation Center shall be coordinated with the Board of Public Instruction.

6. It is mutually recognized that the recreation facilities are for the use and enjoyment of all the people in Sarasota County.

7. The County shall establish and be the recipient of any and all revenue produced by the recreation facilities except as otherwise determined by the County. Said revenue may include, but is not limited to, use fees, rentals, concessions, instruction fees and admissions.

8. The City shall not be responsible for any damages or cost incurred by any person arising out of the negligence of the County or the County's agents or employees in carrying out this Agreement, and the County shall not be responsible for any damages or cost incurred by any person arising out of the negligence of the City or the City's agents or employees in carrying out this Agreement.

9. The duration of this Agreement shall be from date of acceptance, to and including September 30, 1981, and shall be automatically renewed unless terminated under Paragraph 10 hereof.

10. Either the City or County shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party.

11. It shall be a condition precedent to the effectiveness of this Agreement that a certified copy of this Agreement be filed with the Clerk of the Circuit Court in and for Sarasota County.

12. This Agreement embodies the entire understanding of the respective parties hereto the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality executed by the respective parties.

13. This Agreement supercedes the Interlocal Agreement executed by the City and the County on October 15, 1978, and November 28, 1978, respectively.

IN WITNESS WHEREOF, THE CITY OF VENICE, FLORIDA, has caused this Agreement to be executed by its Mayor and affixed its official seal, attested to by its Clerk, pursuant to the authorization of the City Council, and SARASOTA COUNTY, FLORIDA, has caused this Agreement

to be executed by its Chairman and affixed its official seal, attested to by its Clerk, pursuant to the authorization of its Board of County Commissioners, on the day and year indicated below.

THE CITY OF VENICE, FLORIDA

Dated: July 25, 1980

By: Harry E. Case
Mayor

ATTEST:

[Signature]
City Clerk

Approved as to form and execution:

Charles F. Wheeler
Attorney for the City of Venice

SARASOTA COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

Dated: July 8, 1980

By: [Signature]
Vice-Chairman

ATTEST:

[Signature]
Deputy Clerk

Approved as to form and execution:

[Signature]
Attorney for Sarasota County Board of Commissioners

CS8-228. ~
(to CS0-112)

AMENDMENT TO AGREEMENT

THIS AGREEMENT, by and between the CITY OF VENICE, FLORIDA, a Municipal corporation, hereinafter referred to as "City" and the COUNTY OF SARASOTA, a Political subdivision of the State of Florida, hereinafter referred to as "County",

W I T N E S S E T H:

WHEREAS, the City entered into an Interlocal Agreement with the County relating to the County operation and maintenance of certain City owned recreational facilities, which Agreement was signed by Sarasota County on July 8, 1980, and by the City on July 25, 1980, (hereinafter referred to as the "Agreement").

WHEREAS, the parties wish to amend paragraph 3 of said Agreement relating to insurance.

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

1. Paragraph 3 of said Agreement is amended to read as follows:

The County shall be responsible for carrying insurance upon the recreation facilities in such types and amounts as it determines to be necessary or desirable except for physical damage to the real property improvements and personal property owned by the City, which shall be the responsibility of the City.

2. Except as amended herein, said Agreement shall remain in full force and effect and the parties shall be bound by all terms and conditions thereof.

3. It shall be a condition precedent to the effectiveness of this Agreement that a certified copy of this Agreement be filed with the Clerk of the Circuit Court in and for Sarasota County.

4. This Amendment to Agreement and the above referenced Agreement embody the entire understanding of the respective parties hereto concerning the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality executed by the respective parties.

IN WITNESS WHEREOF, THE CITY OF VENICE, FLORIDA, has caused this Agreement to be executed by its Mayor and affixed its official seal, attested to by its Clerk, pursuant to the authorization of the City Council, and SARASOTA COUNTY, FLORIDA, has caused this Agreement to be executed by its Chairman and affixed its official seal, attested to by its Clerk, pursuant to the authorization of its Board of County Commissioners, on the day and year indicated below.

THE CITY OF VENICE, FLORIDA

Dated: March 21, 1988

By: Harry E. Case
Mayor

ATTEST:

B. J. Simons
City Clerk

Approved as to form and execution:

Wayne C. Hill
Attorn for the City of Venice

SARASOTA COUNTY, FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS

Dated: 3-29-88

By: Jeanne M^cElmurray
Vice-Chairman

ATTEST:

Wayne Hartung
Deputy Clerk

Approved as to form and ^{content:} ~~execution:~~

J. H. [Signature]
Attorney for Sarasota County
Board of Commissioners

[Signature]
RISK MANAGEMENT

RECREATIONAL FACILITIES INTERLOCAL
AGREEMENT

THIS AGREEMENT, by and between the CITY OF VENICE, FLORIDA, a Municipal corporation of the State of Florida, hereinafter referred to as "City", and the COUNTY OF SARASOTA, FLORIDA, a Political Subdivision of the State of Florida, hereinafter referred to as "County",

W I T N E S S E T H:

WHEREAS, the City and the County are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of their citizens; and

WHEREAS, the County is currently operating and maintaining certain City owned recreational properties and facilities pursuant to an Interlocal Agreement between the City and the County relating to recreational facilities signed on July 25, 1980 by the Mayor of Venice and on July 8, 1980 by the Chairman of the County Board of County Commissioners (Contract No. 80-112), hereinafter referred to as the "existing Interlocal Agreement"; and

WHEREAS, that certain Stipulated Agreement For Entry Of Order Settling Dual Taxation Dispute between the City of Venice and Sarasota County, adopted by order of the Court on November 2, 1989 in the case of Town of Longboat Key, Florida, et al. v. Sarasota County, Florida, Case No. 76-1503-CA-01, Circuit Court, 12th Judicial Circuit in and for Sarasota County, hereinafter referred to as the "Stipulated Agreement," provides in Paragraph 1(G) for a twenty (20) year Interlocal Agreement for the County operation and maintenance of certain City owned recreational facilities; and

WHEREAS, the City and the County wish to supersede and replace the existing Interlocal Agreement with the Agreement set forth herein; and

~~WHEREAS, the City and County acknowledge the importance of providing affordable recreational programs that stress participation rather than revenue; and~~

WHEREAS, the parties have determined that all Sarasota County citizens would benefit by the consolidation of certain City and County recreational programs, activities and facilities under the direction of a single administrative unit; and

WHEREAS, the City and the County have the authority pursuant to the provisions of general law, including Section 163.01, Florida Statutes, to enter into this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, it is agreed as follows:

1. Those recreation areas or parts thereof, including the facilities thereon, identified in Exhibit "A" attached hereto and hereinafter referred to collectively as the "recreation areas," shall be the responsibility of the County to operate and maintain for the duration of this Agreement commencing on April 1, 1991. The recreation areas shall remain the property of the City, and any new facilities or improvements constructed thereon by the City or County shall likewise become the property of the City. The list of recreation areas shown on Exhibit "A" may be modified by additions or deletions as demand for services and facilities change, however, no additions or deletions shall be made without the mutual agreement of the City and the County. A list of any proposed additions or deletions shall be delivered by the proposing party to the governing body of the other party by March 1 of any year in which changes are proposed so that they may be considered during the budget review process for the next fiscal year's budget. Any additions or deletions to Exhibit "A" approved by the governing bodies of both the City and the County shall be filed with the Clerk of the Circuit Court.

2. The County shall maintain the recreation areas in good condition. The County shall employ sufficient qualified staff to develop, organize, promote and supervise recreational programs and activities at said facilities. Any disputes concerning the level of maintenance or the recreational programs shall first be addressed to the County Natural Resources and Recreational Advisory Board for recommendations. Such dispute shall be finally resolved by mutual agreement between the City and the County.

3. The County recognizes that the City is currently undertaking preparation of a Master Plan for Brohard Park. The County agrees that the City shall be the lead agency in the plan, but the County shall have the right to assist with planning, implementation, and financing of the plan. It is understood that Brohard Park is located on Venice Municipal Airport Property. The City shall be responsible for any fees or rental required by the FAA for the use of Venice Municipal Airport Property.

4. ~~The County shall pay all costs for the operation and maintenance of the recreation areas, including, but not limited to, electrical, telephone, water, wastewater and solid waste service. These services shall be paid for by the County in accordance with the normal charges in effect from time to time for municipal users of such services.~~

5. The County shall be responsible for carrying insurance upon the recreation areas and facilities in such types and amounts as it determines to be necessary or desirable, except for physical damage to the real property improvements and personal property owned by the City which shall be the responsibility of the City. This includes the option to self insure.

6. The City shall not be responsible for any claims, judgments,

damages or costs arising out of the negligence of the County or the County's agents or employees in carrying out this Agreement, and the County shall not be responsible for any claims, judgments, damages or cost arising out of the negligence of the City or the City's agents or employees in carrying out this Agreement.

7. The City and County may periodically wish to make improvements or add facilities to the recreation areas. Said improvements or facilities shall be mutually agreed upon as to desirability, responsibility, design, staffing and future maintenance considerations. Capital costs may be shared or fully underwritten by either the City, County or a private source. The City and the County shall mutually agree as to their responsibility for any indebtedness incurred for new facilities, including responsibility for such indebtedness in the event of termination of this Agreement. No lessee, licensee or holder of a Facility Use Agreement of any recreation area shall be permitted to construct or install additional capital facilities on a recreation area without the prior approval of the City and the County.

8. The County shall establish the rate of and be the recipient of any and all revenues produced by the recreation areas. Such revenue to be established by the County may include, but is not limited to: user fees, rentals, concessions, instruction fees and admissions. ~~In establishing these fees, the county recognizes the importance of providing affordable recreational opportunities for all residents.~~ Fees will therefore be kept at a level that encourages participation. All fees established by the County will be approved by resolution following an advertised public hearing.

9. The County shall obtain the advance approval of the City for major events scheduled by the County at the recreation areas located within the City where such events will have a material impact on traffic control or other City services. It shall be the responsibility of the County to coordinate with the City for the provision of public services such as: traffic control, street closings, security, and refuse collection which will be provided by the City on a reimbursable basis to the organization conducting the event. The City shall likewise notify the County of major events scheduled by the City at recreation areas within the City so that the County and City may coordinate regarding increased staffing, facilities, and so forth needed to accomodate the event.

10. There shall always be at least one (1) City resident appointed by the County Commission on the Natural Resources and Recreation Advisory Board upon nomination of the City Council.

11. The duration of this Agreement shall be for a period of twenty (20) years from April 1, 1991 until March 31, 2011, and this Agreement shall be automatically renewed for an additional twenty (20) year period unless terminated under Paragraph 12 hereof.

12. Either the City or County shall have the right to terminate

this Agreement by notification of intent by January 31 of any given year. Such notification shall include the reason termination is sought and a sixty (60) day period of time for response. If a solution satisfactory to both parties is not made within this time frame, the party giving notice may, following an advertised public hearing, vote to terminate this Agreement. A vote required to terminate this Agreement shall be a vote of the majority plus one of the governing body seeking termination. Cancellation of this Agreement shall then become effective on the first day of October of the year of notification.

13. This Agreement shall become effective when a certified copy of the fully executed Agreement is filed with the Clerk of the Circuit Court in and for Sarasota County.

14. This Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality executed by the respective parties.

15. This Agreement supersedes and replaces the existing Interlocal Agreement.

16. The parties hereto acknowledge and agree that, upon execution of this Agreement by both parties, this Interlocal Agreement shall fully satisfy the requirements of paragraph 1.g. of the Stipulated Agreement.

IN WITNESS WHEREOF, the CITY OF VENICE, FLORIDA has caused this Agreement to be executed by its Mayor and affixed its official seal, attested to by its City Clerk, pursuant to the authorization of the City Council, and SARASOTA COUNTY, FLORIDA, has caused this Agreement to be executed by its Chairman and affixed its official seal, attested to by its Clerk, pursuant to the authorization of its Board of County Commissioners, on the day and year indicated below.

CITY OF VENICE, FLORIDA

ATTEST:

B. N. Simanski
City Clerk

By: Harry E. Case
Mayor

Dated: 4-24-91

APPROVED AS TO FORM AND EXECUTION:

[Signature]
Attorney for City of Venice

SARASOTA COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:

Paula J. Hentzman
Clerk

By: [Signature]
Chairman

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

[Signature]
Attorney for Sarasota County Board
of County Commissioners

EXHIBIT "A"

TO

**CITY OF VENICE RECREATIONAL FACILITIES
INTERLOCAL AGREEMENT**

Chuck Reiter Park

Venice Wellfield Park

Hecksher Park

Venice Recreation Center

Venice Community Center

Venice Municipal Beach

Brohard Park, (excluding the Fishing Pier and restaurant concession)

Higel Park and Boat Ramp

Marina Park and Boat Ramp (Hatchet Creek) (if and when completed)

FIRST AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR THE
CONSOLIDATION OF CITY OF VENICE AND SARASOTA COUNTY
PARKS AND RECREATIONAL SERVICES

THIS FIRST AMENDMENT, by and between the City of Venice, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and the County of Sarasota, Florida, hereinafter referred to as "COUNTY."

WITNESSETH

WHEREAS, CITY AND COUNTY entered into an Interlocal Agreement Providing for the Consolidation of City of Venice and Sarasota County Parks and Recreation Services on November 17, 1992 ("Recreational Facilities Interlocal Agreement"); and,

WHEREAS, the Interlocal Agreement provides that those recreation areas identified in Exhibit "A" of the Interlocal Agreement shall be the responsibility of COUNTY to operate and maintain and that Exhibit "A" may be modified by additions or deletions as demand for services and facilities change on an annual basis; and,

WHEREAS, it is the intent of CITY AND COUNTY to revise the list of recreation areas identified in Exhibit "A" of the Interlocal Agreement in order to update the list.

Now, THEREFORE, in consideration of the foregoing and mutual covenant's contained, it is agreed as follows:

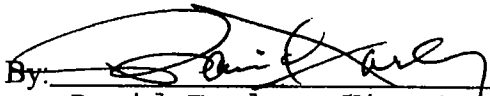
1. Incorporation of Prior Document: The Interlocal Agreement Providing for the Consolidation of City of Venice and Sarasota County Parks and Recreation Services, dated November 17, 1992, between CITY and COUNTY, a copy of which is on file at the office of the City Clerk, is made a part hereof by reference, and hereafter referred to as the "Recreational Facilities Interlocal Agreement".
2. Revisions to Exhibit "A": The list of City of Venice areas and facilities that have become the responsibility of Sarasota County to operate and maintain through the consolidation of parks and recreation services is hereby amended to delete reference to the Venice Recreation Center. The list is further amended by adding reference to Chauncy Howard Park and Service Club Park. A copy of the revised Exhibit "A" is attached hereto and made part hereof by reference.
3. Filing of Amendment: It shall be a condition precedent to the effectiveness of this First Amendment that a certified copy of this First Amendment be filed with the Clerk of the Circuit Court in and for Sarasota County.
4. Effect of Amendment: Except as expressly amended hereby, all other terms and conditions of the Recreational Facilities Interlocal Agreement shall remain in full force and effect.

5. Effective Date: This First Amendment to Recreational Facilities Interlocal Agreement Providing for the Consolidation of City of Venice and Sarasota County Parks and Recreation Services shall be effective on the date this First Amendment is executed by both parties hereto.

IN WITNESS WHEREOF, this First Amendment to Recreational Facilities Interlocal Agreement Providing for the Consolidation of City of Venice and Sarasota County Parks and Recreation Services, has been executed in duplicate, by the respective parties hereto.


THE CITY OF VENICE, FLORIDA

Dated: 24 September 1997

By: 
David Farley, Vice-Mayor

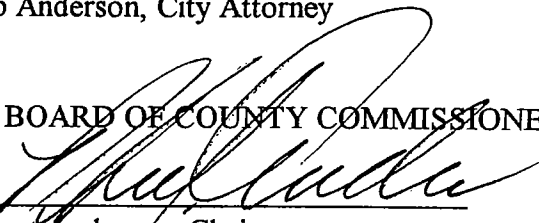
ATTEST:


Lori Stelzer, City Clerk


APPROVED AS TO FORM AND EXECUTION

Bob Anderson, City Attorney

SARASOTA COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

Dated: October 21, 1997

By: 
Robert Anderson, Chairman

ATTEST:


Deputy Clerk

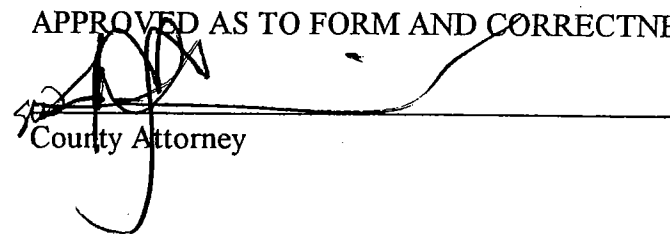
APPROVED AS TO FORM AND CORRECTNESS

County Attorney

EXHIBIT "A"

TO

**CITY OF VENICE RECREATION FACILITIES
INTERLOCAL AGREEMENT**

Brohard Park (excluding the Fishing Pier and Restaurant Concession)

Chauncy Howard Park

Chuck Reiter Park

Hecksher Park

Higel Park & Boat Ramp

Marina Park & Boat Ramp (Hatchett Creek, if and when completed)

Service Club Park

Venice Community Center

Venice Municipal Beach

Venice Wellfield Park

RECREATION FACILITY USE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of Sept., 1998 by and between Venice Little League, Inc., hereinafter referred to as "User," and Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, User and County are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of Sarasota County, Florida; and

WHEREAS, the City of Venice owns the property and facilities located at Wellfield Park, 1330 Ridgewood, Venice, Florida, and Chuck Reiter Stadium, 250 Fort Street, Venice, Florida; and

WHEREAS, County operates the above-referenced property and facilities pursuant to an Interlocal Agreement with the City of Venice dated November 17, 1992, as amended by the First Amendment dated October 21, 1997; and

WHEREAS, pursuant to an Agreement between the User and County dated May 17, 1994, County authorized User's use of Wellfield Park, Fields #1, #2, #3, #4 and #5, and Chuck Reiter Stadium, Fields #1, #2, #3 and #4; and

WHEREAS, User's athletic programs no longer include softball and, thus, User no longer requires the same number of fields; and

WHEREAS, the parties mutually agree and consent to terminating the May 17, 1994 Agreement and entering a new Recreation Facility Use Agreement encompassing the same Premises, less Fields #2 and #3 of Wellfield Park; and

WHEREAS, User desires to continue conducting athletic practices and games, meetings, clinics and demonstrations at Wellfield Park, fields #1, #4, #5 and Chuck Reiter Stadium, fields #1, #2, #3, and #4.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. For and in consideration of the sum of \$1.00, and the covenants and agreements hereinafter set forth,

County does hereby grant User use of the property described as follows:

Fields #1, #4, and #5 of Wellfield Park, located at 1300 Ridgewood, Venice, Florida, said park more particularly described as the West 1,000 feet of the South 2,200 feet of the West 1/2 of the SW 1/4 of Section 4 and the West 1/2 of the NW 1/4 of Section 9, Township 39 S, Range 19 E, Sarasota County, Florida containing 21 acres more or less; and

3. User agrees to:
- (a) Administer Venice Little League, Inc., activities on Premises in a safe and professional manner.
 - (b) Pay any and all utility bills in connection with its use of the Premises, excluding monthly charges not related to actual use.
 - (c) Procure and maintain, during the life of this Agreement, commercial general liability coverage including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$500,000 per occurrence, \$500,000 aggregate.
 - (d) Procure and maintain, during the life of this Agreement, special form property coverage on all structures until the County takes possession and becomes the owner of each structure.
 - (e) All policies required by this Agreement are to be written on an occurrence basis and shall name Sarasota County, its Commissioners, Officers, Agents, Officials, Employees and Volunteers as an additional insured as their interest may appear under this Agreement and shall agree to waive all rights of subrogation against Sarasota County, its Commissioners, Officers, Agents, Officials, Employees or Volunteers. The appropriate certificate of insurance is to be furnished to the Sarasota County Risk Management Division (1660 Ringling Boulevard, Sarasota, FL 34236) prior to commencement of use and within 30 calendar days of expiration of the insurance contract.
 - (f) Shall pay on behalf of or indemnify and hold harmless Sarasota County, its Commissioners, Officers, Employees, Officials, Agents and Volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the User arising out of or in any way connected with the terms of this Agreement. This section will extend beyond the term of the Agreement.
 - (g) Maintain any and all improvements that in the opinion of County are for the primary benefit of User.
(i.e. press boxes, batting cages, storage buildings for User-owned equipment, concession stands.)
4. User warrants, represents and confirms to County, that it is a not for profit corporation organized and existing under the laws of the State of Florida. User shall not use the Premises for any purpose other than that of

provisions of this Agreement.

10. The rights of County under this Agreement shall be cumulative and the failure of County to exercise promptly any right hereunder shall not act to forfeit any of those rights.
11. This Agreement shall remain in effect, under the same terms and conditions, from year-to-year; provided that either party may terminate this Agreement without further obligation by giving to the other six months' notice in writing.
12. The County shall have the right to use the Premises for recreational/sports activities during those times when the User is not using the Premises.
13. Except as otherwise provided herein, all notices required or permitted under this Agreement shall be made in writing and shall be deemed given and served when deposited in the U. S. mail, postage prepaid and certified and directed to the following addresses:

For County:
Sarasota County Parks & Recreation
6700 Clark Road
Sarasota, FL 34241

For User:
Venice Little League, Inc.
Post Office Box 2154
Venice, FL 34284

The parties may change their respective addresses by giving written notice of such change.

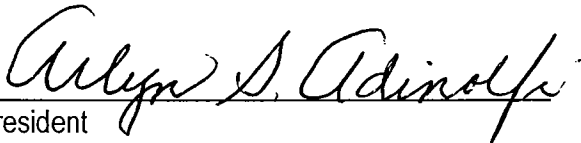
14. This Agreement contains and embodies all the representations, covenants, and promises made by the parties hereto, and no modifications or amendments hereof shall be valid unless in writing and executed by the parties hereto.

VENICE LITTLE LEAGUE, INC.
P. O. Box 2154
Venice, Florida 34284

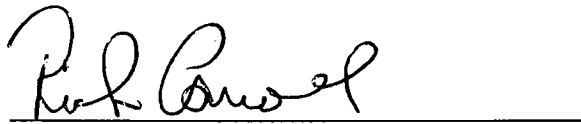
MEMORANDUM OF UNDERSTANDING

The Venice Little League, Inc. Board of Directors, at a scheduled meeting on _____, approved and authorized the execution of the RECREATION FACILITY USE AGREEMENT between Venice Little League, Inc., and Sarasota County with the following items of understanding:

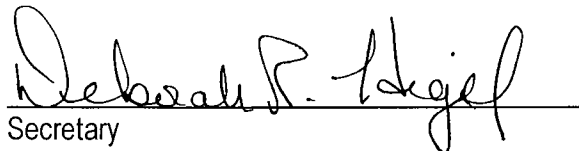
1. The League requests utility bills directly associated with its use of the Wellfield Complex and Chuck Reiter Stadium be presented for payment and/or approval on a monthly basis. The maximum period of time for consideration shall be on a quarterly basis.
2. The League, being the primary user and responsible for maintenance of items listed on page 3, 3(e), shall be entitled to charge fair and reasonable fees associated with utilization.



President



Vice President



Secretary

RECREATION FACILITY USE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of October, 1982 by and between Venice Little League, Inc.
_____, hereinafter referred to as the "User"
and the County of Sarasota, Florida, a political subdivision of the
State of Florida, hereinafter referred to as "County".

W I T N E S S E T H

WHEREAS, the User and County are mutually interested in and
concerned with providing and making available recreation programs, activ-
ities and facilities for the use and benefit of the people of Sarasota
County, Florida; and

WHEREAS, the County operates the property and facilities
located Chuck Reiter Stadium, Field & Cockrill Street,
Venice, Florida _____ an

WHEREAS, the User desires to conduct Youth Baseball
activities and make improvements as approved by the County.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The County agrees to:

- (a) Allow the use of the land as described and existing facilities under the express terms and conditions of this Agreement.
- (b) Provide routine maintenance of the Recreation Facility: materials for grounds upkeep, and litter pick-up, (other than those improvements as set forth in Paragraph 2.d.).

2. The User agrees to:

- (a) Administer activities at said facility in a safe and professional manner.
- (b) Pay any and all utility bills in connection with its use of the premises, excluding monthly charges not related to actual use.

(c) Obtain and pay for liability insurance in the sum of not less than \$100,000/\$300,000 insuring the User, and County from any and all liability, resulting from any act of the User, its agents, servants, employees, members, directors and officers, said insurance being required by the County. A copy of said insurance policy is to be furnished to the County, together with all renewal certificates thereof. The User shall annually convey by letter to the County the existence of insurance coverage required by this Agreement; said letter to be mailed to the Clerk to the Board of County Commissioners with a copy to the Director of Parks and Recreation. The User does hereby agree to indemnify and to hold the County harmless from any and all claims or liability from whatever source whatsoever resulting from the use by the User of the above described premises.

(d) Maintain any and all improvements that in the opinion of the County are for the primary benefit of the User (i.e. press boxes, storage buildings for User-owned equipment, concession stands).

3. The User shall not use the said premises for any purpose other than that of promoting community interest and welfare in accordance with Section 125.38, Florida Statutes. The use of said premises shall be limited to youth athletic practice and games, meetings, clinics, and demonstrations, and other uses necessary and incidental thereto. No member of the public shall be arbitrarily excluded from membership in the Venice Little League, Inc. organization, nor arbitrarily prohibited from reasonable use and access to the concerned premises.

4. The User shall obtain the prior written approval and consent of the County before making any improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be made shall become the property of the County and remain upon the premises and be surrendered with the premises at the termination of this Agreement.

5. The User shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government where applicable, and of any and all departments and bureaus with regard to the said use of the premises, and shall further take such action as is necessary to prevent and correct any nuisance or other grievances in, upon or connected with the use of said premises during the term of this Agreement, and shall also comply promptly with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, all of the same to be done at the sole expense of the User.
6. The County or any of its agents or employees shall have the right to enter upon the said premises at any time during the term of this Agreement to examine same for any purpose whatsoever.
7. The User agrees to pay the cost of any legal proceedings, including all attorney's fees and court costs, which are incurred by the County on account of or because of the violation or alleged violation of any of the terms or provisions of this Agreement.
8. The User shall have the privilege of erecting, building and fixing or placing any improvements in and upon the said premises provided permission in writing is obtained from the County.
9. The rights of the County under this Agreement shall be cumulative and the failure of the County to exercise promptly any right hereunder shall not operate to forfeit any of those rights.
10. This Agreement shall remain in effect, under the same terms and conditions, from year-to-year; provided that either party may terminate this Agreement without further obligation by giving to the other 6 months notice in writing.
11. The County shall be granted the use of the property for recreational activities through mutual agreement with the User at times when the User is not utilizing the facilities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day, and year first above written.

ATTEST:

By: Steve Cloud
Secretary

By: Richard J. Curcio
President



ATTEST:

SARASOTA COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: Wayne Hartman
Deputy Clerk

By: Mary Carlson, Jr.
Chairman

The foregoing Recreation Facility Use Agreement is hereby approved as to the form and execution:

Dated: 11-4-82

By: Thomas J. Carluffs
Staff County Attorney