

**Cost-Sharing Agreement
Regarding Lift Station and Force Main
for Island Village Montessori School**

This Cost-Sharing Agreement Regarding Lift Station and Force Main for Island Village Montessori School (the "Agreement"), is entered into as of the Effective Date (as defined herein), by and between the **City of Venice, Florida** (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 401 West Venice Avenue, Venice, FL 34285, and **Island Village Montessori Charter School, Inc.** ("IVMS"), a Florida not-for-profit corporation, whose mailing address is 2001 Pinebrook Road, Venice, FL 34292. The City and IVMS are collectively referred to herein as the "Parties."

WHEREAS, IVMS is the owner of a certain parcel of land located in the City of Venice, Florida, identified by Sarasota County Tax Parcel Id No. 0386090002 (the "Property"), that includes an existing school, which receives sanitary sewer services from the City through an existing lift station and force main on the Property; and

WHEREAS, the existing force main and lift station on the Property were previously turned over to the City, and the City operates and maintains this existing sewer infrastructure; and

WHEREAS, IVMS is seeking to expand the existing school on the Property, which will require certain improvements to be made to the existing sewer infrastructure on the Property as generally shown on Exhibit "A" to this Agreement; and

WHEREAS, the City has determined it is in the City's best interest for the existing sewer infrastructure on the Property to be improved beyond what would be required to service the expanded school on the Property; and

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

Section 1 - Recitals

The above recitals are true and correct and are hereby incorporated fully by reference.

Section 2 - Purpose

The purpose of this Agreement is to outline the Parties' respective responsibilities and obligations regarding the proposed improvements to the existing sewer infrastructure on the Property.

Section 3 – IVMS’ Responsibilities

1. IVMS will be responsible for obtaining all necessary boundary and topographic surveys for the design, permitting, and construction of the proposed improvements to the existing sewer infrastructure on the Property.
2. IVMS will be responsible for all costs associated with the design, engineering, and permitting for the proposed improvements to the existing sewer infrastructure on the Property including, but not necessarily limited to, the following:
 - a. Engineering/Design associated with the sizing of the lift station, force main, and pumps.
 - b. Development of utility construction plans for the improvements to the existing sewer infrastructure in accordance with City of Venice Utility Standards.
 - c. Applying for and obtaining permits from the City of Venice and the Florida Department of Environmental Protection (“FDEP”) for the proposed improvements to the existing sewer infrastructure on the Property.
 - d. Acquisition of the pumps.
3. IVMS shall grant any and all necessary access and utility easements (if any) to the City to authorize the City and its contractors to make any and all improvements to the existing sewer infrastructure which the City is responsible for pursuant to this Agreement, and to further allow for the City to continue to operate and maintain the sewer infrastructure on the Property, as improved.
4. IVMS will be responsible for obtaining as-built surveys for any and all improvements to the existing sewer infrastructure on the Property. IVMS shall further be responsible for preparing and submitting record drawings to the City of Venice and the FDEP for said improvements.

Section 4 – City’s Responsibilities

1. The City will be responsible for preparing any and all access and utility easements necessary for the construction of any improvements to the existing sewer infrastructure on the Property, as provided for herein, and the ongoing operation and maintenance of the sewer infrastructure on the Property by the City in perpetuity.
2. Subject to receiving all necessary easements from IVMS (if any), and the issuance of all permits required for the proposed sewer infrastructure improvements, the City will perform the following activities on the Property, at the City’s cost:
 - a. Acquisition and installation of the proposed force main.
 - b. Acquisition and installation of the proposed force main tap.
 - c. Installation of the pumps acquired by IVMS as set forth above.
 - d. Acquisition and installation of any additional wet well modifications deemed necessary (excluding pumps).
 - e. Acquisition and installation of electric/communications modifications to the improved sewer system on the Property.
 - f. Acquisition and installation of any valve vault box modifications.

- g. Conduct force main and pump start-up testing.
 - h. Cap and plug the existing force main on the Property.
3. The City will be responsible for the ongoing operation and maintenance of the sewer infrastructure on the Property, as improved, as provided for under this Agreement.

Section 5 – Indemnification

To the extent permissible under Florida law and without waiving any applicable rights of sovereign immunity, the Parties mutually agree to indemnify, defend, and hold harmless each other against any and all claims, liabilities, losses, and damages whatsoever related to this Agreement arising from injury to persons or property occasioned wholly or in part by any negligent act or omission of the indemnifying Party.

Section 6 – Termination

Each Party acknowledges that the other Party will incur costs associated with this Agreement. Accordingly, the Parties acknowledge that this Agreement may not be terminated without the written consent of the other Party except as provided for herein.

This Agreement may be terminated by either Party with cause by providing the other Party written notice stating the reason for termination and providing the receiving party thirty (30) days to resolve the issue giving rise to the cause for termination. If after thirty (30) days, the matter remains unresolved, the Agreement may be immediately terminated.

Section 7 - Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. When designating such notice or communication, if to the City, notice should be directed to the City Manager; if to IVMS, notice should be directed to Director of Operations and Human Resources.

Section 8 - Governing Law

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any dispute related to this Agreement shall be in Sarasota County, Florida.

Section 9 – Successors and Assignment

The covenants contained in this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs, legal representatives, and assigns to the Parties. However, neither Party may assign or transfer its responsibilities or obligations made under this Agreement without the prior written consent of the other Party.

Section 10 - Entire Agreement

This Agreement represents the entire understanding of the Parties hereto and there is no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

Section 11 - Amendment

This Agreement may be amended or supplemented in writing if approved by both Parties.

Section 12 - Severability

If any provision of this Agreement may be found to be invalid or unenforceable for any reason, such invalidity shall not affect the other remaining provisions of this Agreement which can be given effect without the invalid provisions.

Section 13 - Effective Date

This Agreement shall become effective upon the date of execution by the last Party hereto (the "Effective Date").

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

CITY OF VENICE, FLORIDA

ATTEST:

City Clerk

Approved as to form:

City Attorney

By: _____
Ron Feinsod, Mayor

Date: _____

ISLAND VILLAGE MONTESSORI
CHARTER SCHOOL, INC.

Witnesses:

Josephine A. Holman
Josephine A. Holman
Print Name

Aimee HEDER
Aimee HEDER
Print Name

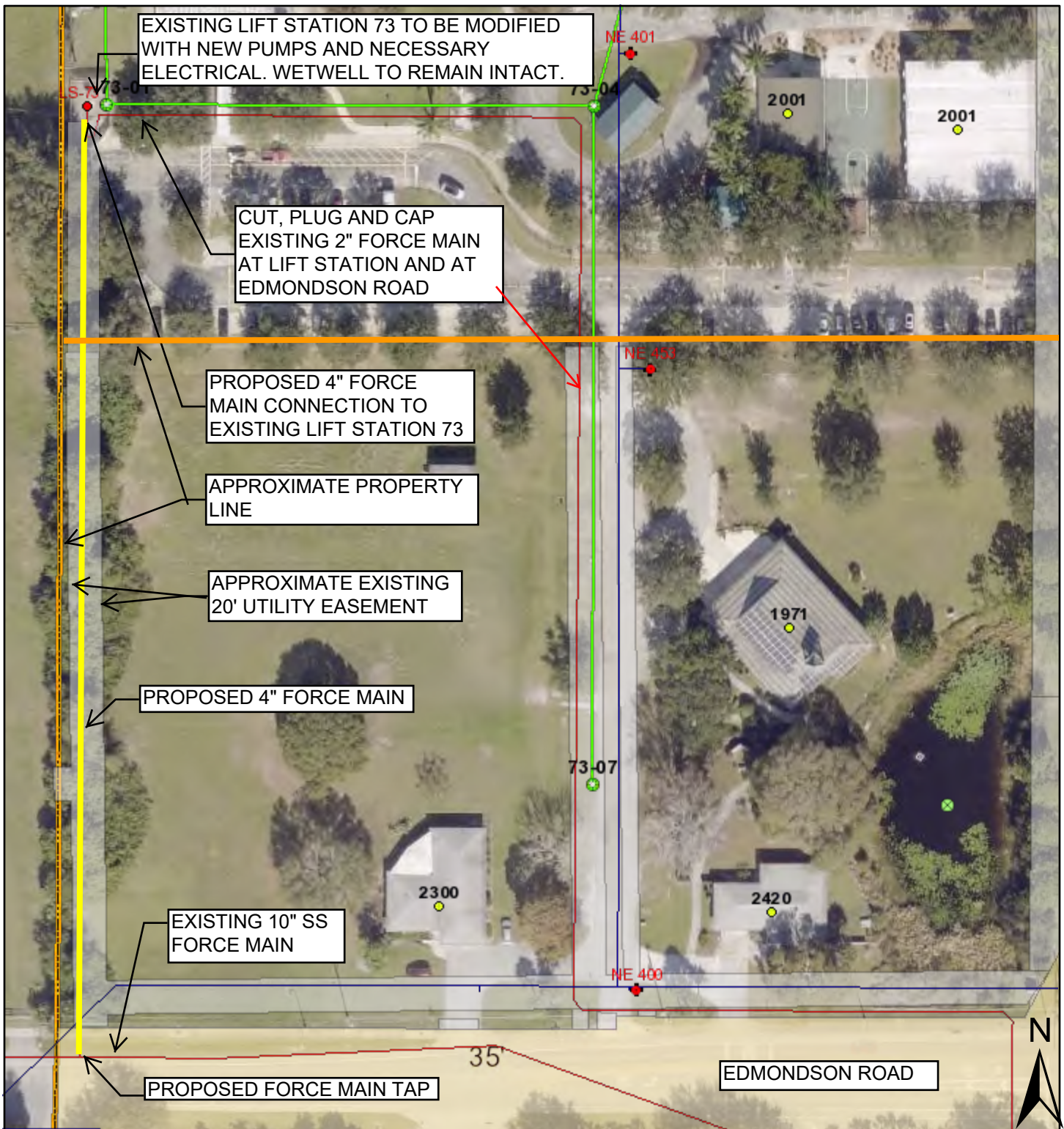
By: Michelle Vitiello

Print Name: Michelle Vitiello

Title: Director of Operations and Human Resources

Date: 1-11-00

EXHIBIT "A"



ISLAND VILLAGE MONTESSORI SCHOOL
FORCE MAIN RELOCATION

