

Revised 11/12/09

**INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT is made this 5 day of January, 2010, between The School Board of Sarasota County, Florida (the "School Board"), a body corporate under the laws of the State of Florida, and the City of Venice, Florida, (the "City") a municipal corporation.

WHEREAS, the School Board anticipates completion of construction of a high school with an auditorium on its property in Venice, Florida (the "Venice High School") on or before December 31, 2014; and

WHEREAS, the City is desirous of upgrading the auditorium on the campus of Venice High School to a Performing Arts Center and to share its use; and

WHEREAS, the School Board and the City are desirous of entering into an Interlocal Agreement in accordance with Chapter 163, Florida Statutes, to share the cost of construction and the use of the Venice Performing Arts Center on the campus of Venice High School.

NOW THEREFORE, for and in consideration of the premises and the covenants herein contained, the School Board and the City do mutually covenant and agree as follows:

1. The School Board shall construct the upgrades to its planned auditorium at Venice High School as listed in Attachment A hereto.

2. The City shall pay the sum of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) to the School Board for the upgrades which sum includes Two Hundred Ten Thousand Dollars (\$210,000) in architectural and engineering fees.

The City shall remit such sum to the School Board as follows:

- a. Two Hundred Ten Thousand Dollars (\$210,000) representing architectural/engineering fees on or before January 31, 2010
- b. One Million Eight Hundred Twenty Two Thousand Five Hundred Dollars (\$1,822,500.00) on or before December 31, 2010.
- c. One Million Eight Hundred Twenty Two Thousand Five Hundred Dollars (\$1,822,500.00) on or before December 31, 2011.
- d. One Million Eight Hundred Twenty Two Thousand Five Hundred Dollars (\$1,822,500.00) on or before December 31, 2012.
- e. One Million Eight Hundred Twenty Two Thousand Five Hundred Dollars (\$1,822,500.00) on or before December 31, 2013.

3. In addition to constructing the Venice Performing Arts Center, the School Board shall also separate electrical service and construct a separate chiller unit relative to the existing Venice High School music suite (the "Music Suite"), designated as building 42 on the current Venice High School campus, for the exclusive use of performing arts organizations.
4. In addition to amounts specified in paragraph 2 above, the City shall pay the School Board a sum of no greater than One Hundred Fifty Thousand Dollars (\$150,000.00) for the retrofits of the Music Suite described in paragraph 3 above. The School Board will inform the City of the sum required after the City receives a total of the contractor's submitted invoices for completing the work on the music suite. The City shall remit such sum to the School Board on or before December 31, 2012.
5. The School Board and the City agree that the design and construction of the Venice Performing Arts Center and the Music Suite shall be under the direction of, and shall be the sole responsibility of, the School Board.
6. The School Board and the City agree to the following priorities and usage of the Venice Performing Arts Center:
  - a. Sarasota County students shall have priority during school hours and at other predesignated hours as established by the School Board with the consent of the City pursuant to subsection (c) below.
  - b. The City shall have priority use of the Venice Performing Arts Center after school hours and during weekends and holidays unless the School Board has established predesignated hours for use of the Venice Performing Arts Center during such times as are established under paragraph 6 (a) above. City use of the Venice Performing Arts Center during school hours shall be accommodated as the demands of the School Board permit.
  - c. The School Board shall appoint a representative from Venice High School, and the City shall appoint a representative to communicate and meet when necessary to establish usage times and coordinate usage of the Venice Performing Arts Center consistent with this Agreement.
7. Prior to completion of the Venice Performing Arts Center, the City and School Board shall execute a Use Agreement governing the specific terms and conditions regarding the use of the facility. The initial term of said Use Agreement shall not be less than thirty (30) years. Among other things, the Use Agreement shall provide that the City or any other party using the Venice Performing Arts Center

shall pay the School Board the customary fees for usage of school facilities pursuant to School Board fee schedule which may be amended from time to time.

8. The parties anticipate there will be a separate Lease Agreement, in a form acceptable to the School Board, entered into between the School Board and the Venice Symphony governing the use and occupation of the Music Suite. The City shall have no responsibility under this lease nor will the City be a party to the lease.
9. Notices given under this Interlocal Agreement shall be in writing and delivered as follows:
  - a. Notice to the City:  
City Manager  
City of Venice, Florida  
401 West Venice Avenue  
Venice, FL 34285
  - b. Notice to the School Board:  
Superintendent  
The School Board of Sarasota County, Florida  
1960 Landings Blvd.  
Sarasota, FL 34231
10. This Interlocal Agreement represents the entire agreement of the parties and no prior or subsequent oral agreement shall be binding upon any of the parties until reduced to writing and signed by the parties.
11. A fully executed copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court for Sarasota County, Florida.

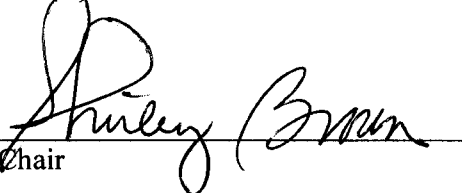
IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by the respective undersigned duly authorized officials as of the day and year first above written.

Document approved as to form:

MATTHEWS EASTMOORE  
Attorney for the School Board  
of Sarasota County, Florida

By: 

THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

By:   
Chair

Date: 1-7-2010

Document approved as to form:

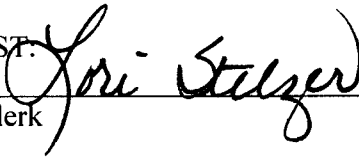
  
\_\_\_\_\_  
City Attorney

CITY OF VENICE, FLORIDA

By:   
\_\_\_\_\_  
Mayor

Date: 1/12/10

ATTEST:

  
\_\_\_\_\_  
City Clerk

**Attachment A  
To the Interlocal Agreement  
Between the School Board of Sarasota County  
and The City of Venice  
VENICE PERFORMING ARTS CENTER  
FACILITY DESCRIPTION**

General / Public Lobby Area

The Performing Arts Center will have approximately 30,000 square feet. It will include an upscale entrance lobby that will house restroom facilities and concessions at the orchestra and balcony level, a combined box office and manager's office.

Auditorium

The orchestra and balcony levels will be entered through sound / light lock vestibules. A total seating capacity of 1,000 patrons will be approximately subdivided into 750 seats on the orchestra level, and 250 seats on the balcony level. Balcony seating can be accessed through an elevator or stairs from the ground floor lobby up to a balcony lobby, through sound/light lock vestibules into the auditorium.

A sound / lighting control booth will be located at the rear of the theater and a mix location at orchestra level. A follow spot booth will be located at the rear of the theater above the balcony seating.

A series of catwalks within the ceiling plenum of the auditorium will accommodate access to additional lighting and the follow spots, sound and lighting equipment. In addition to two stage lighting catwalks over the seating area and a balcony rail stage lighting position, two upper and lower box boom lighting positions will be located on the sides of the auditorium.

At the front of the stage, there will be an orchestra pit with a lift that will accommodate three positions; 1) at the highest position will increase the size of the stage floor, 2) provide additional seating within the auditorium at orchestra level, or 3) an orchestra pit.

Stagehouse

The proscenium opening will be fifty feet wide by thirty feet tall with a left/center/right speaker cluster located above. The stagehouse will be of similar height, width, and depth as North Port High School's stagehouse. The performance area within the stagehouse will consist of approximately 50 feet wide by 32 feet deep with 26 feet wing space on the stage left side and 32 feet

on stage right. It will house a single purchase counterweighted stage rigging system, motorized stage fire curtain system, and portable orchestra shell.

Stage equipment access lofts will be provided on both sides of the stagehouse and will include a dimmer room located on stage right. A gridiron will be provided approximately 75 feet above stage level. The facility will accommodate large travelling shows as well as smaller performances. The theatre systems will include all the necessary equipment for a complete stage rigging, curtain and track system, a stage lighting dimming, distribution, control, and fixtures system, a performance sound and video system, a motorized orchestra pit elevator, and a portable orchestra shell with movable towers and permanent ceiling pieces integrated into the stage rigging system.

#### Back of House Area

Backstage will include male and female principal rooms and chorus dressing rooms with toilet facilities and showers, a Green Room, wardrobe room, piano storage, receiving area with loading dock and scene shop.

#### Quality Assurance

A consultant has been hired to ensure the successful design and construction for all acoustical and theatrical related materials, equipment, and performance related items.

AMENDMENT TO INTERLOCAL AGREEMENT

This Amendment is entered into this 5<sup>th</sup> day of June, 2012, by and between the School Board of Sarasota County, Florida ("School Board"), a body corporate under the laws of the State of Florida, and the City of Venice ("City") a municipal corporation.

WHEREAS, the School Board and City entered into an Interlocal Agreement dated January 5, 2010, regarding upgrades to the auditorium and Music Suite on the Venice High School campus ("Interlocal Agreement"); and

WHEREAS, in an effort to provide certain utilities in a more efficient manner to the Music Suite, the parties now wish to amend the Interlocal Agreement as set forth below.

NOW THEREFORE, in consideration of the promises stated herein, the parties do hereby agree as follows:

1. Paragraph 3 of the Interlocal Agreement is deleted in its entirety and replaced by the following:


"3. In addition to constructing the Venice Performing Arts Center, the School Board shall also separate electrical service relative to the existing Venice High School music suite ("Music Suite"), designated as building 42 on the current Venice High School campus. The School Board will redesign its utilities plan so that it will tie the Music Suite into Venice High School's central energy plant and install a separate water flow meter for the Music Suite. The Music Suite shall be for the exclusive use of performing arts organizations."

2. The parties acknowledge and agree that the remainder of the terms of the Interlocal Agreement shall remain in full force and effect during the term of this Amendment. Where there is any conflict between the terms of this Amendment and the Interlocal Agreement, the terms of this Amendment shall control.

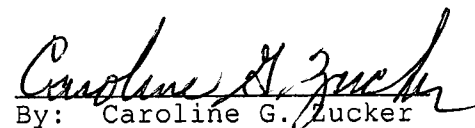
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Document approved as to form:

MATTHEWS EASTMOORE  
Attorneys for The School Board  
Of Sarasota County, Florida

  
By: Arthur S. Hardy, Esq.

THE SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA

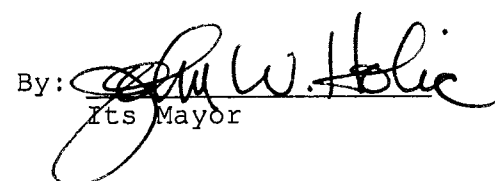
  
By: Caroline G. Lucker  
Chair

Date: 6-5-12

Document approved as to form:

  
City Attorney

CITY OF VENICE, FLORIDA

By:   
Its Mayor

Date: 6/12/12

ATTEST:

  
City Clerk

Approved By City Council

Date: 6/12/12



**SECOND AMENDMENT TO INTERLOCAL AGREEMENT**

This Second Amendment is entered into this 19th day of February, 2013, by and between the School Board of Sarasota County, Florida ("School Board"), a body corporate under the laws of the State of Florida, and the City of Venice ("City") a municipal corporation.

WHEREAS, the School Board and City entered into an Interlocal Agreement dated January 5, 2010, regarding upgrades to the auditorium and Music Suite on the Venice High School campus ("Interlocal Agreement"); and

WHEREAS, the School Board and City entered into an Amendment to Interlocal Agreement dated June 5, 2012, amending Paragraph 3 of the Interlocal Agreement; and

WHEREAS, due to design changes, the parties now desire to amend the time for a certain payment to be made by the City to the School Board under Paragraph 4 of the Interlocal Agreement.

NOW THEREFORE, in consideration of the promises stated herein, the parties do hereby agree as follows:

1. The final sentence of Paragraph 4 of the Interlocal Agreement is deleted in its entirety and replaced by the following:


"The City shall remit such sum to the School Board on or before December 31, 2013."

2. The parties acknowledge and agree that the remainder of the terms of the Interlocal Agreement and the Amendment to Interlocal Agreement shall remain in full force and effect during the term of this Second Amendment. Where there is any conflict between the terms of this Second Amendment and the Interlocal Agreement and the Amendment to Interlocal Agreement, the terms of this Second Amendment shall control.


IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

Document approved as to form:

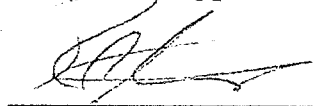
MATTHEWS EASTMOORE  
Attorneys for The School Board  
Of Sarasota County, Florida

  
By: Arthur S. Hardy, Esq.

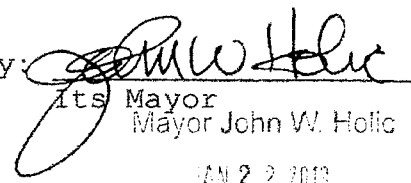
THE SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA

  
By: Jane Goodwin  
Chair  
Shirley Brown, Vice Chair  
Date: 2/19/13

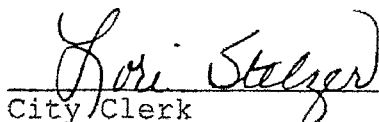
Document approved as to form:

  
City Attorney

CITY OF VENICE, FLORIDA

By:   
Its Mayor  
Mayor John W. Holic  
Date: JAN 22 2013

ATTEST:

  
City Clerk

Approved By City Council

Date: 1/22/13

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT**

This Third Amendment is entered into this 21st day of January, 2014, by and between the School Board of Sarasota County, Florida ("School Board"), a body corporate under the laws of the State of Florida, and the City of Venice ("City") a municipal corporation.

WHEREAS, the School Board and City entered into an Interlocal Agreement dated January 5, 2010, regarding upgrades to the auditorium and Music Suite on the Venice High School campus ("Interlocal Agreement"); and

WHEREAS, the School Board and City entered into an Amendment to Interlocal Agreement dated June 5, 2012, amending Paragraph 3 of the Interlocal Agreement; and Amendment 2 to the Interlocal Agreement dated February 19, 2013, amending Paragraph 4 of the Interlocal Agreement ("Amendments");

WHEREAS, due to design changes, the parties now desire to amend the time for a certain payment to be made by the City to the School Board under Paragraph 4 of the Interlocal Agreement as amended.

NOW THEREFORE, in consideration of the promises stated herein, the parties do hereby agree as follows:

1. The final sentence of Paragraph 4 of the Interlocal Agreement as amended is deleted in its entirety and replaced by the following:


"The City shall remit such sum to the School Board on or before December 31, 2014."

2. The parties acknowledge and agree that the remainder of the terms of the Interlocal Agreement and the Amendments to Interlocal Agreement shall remain in full force and effect during the term of this Third Amendment. Where there is any conflict between the terms of this Third Amendment and the Interlocal Agreement and the Amendments to Interlocal Agreement, the terms of this Third Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first above written.

Document approved as to form:

MATTHEWS EASTMOORE  
Attorneys for The School Board  
Of Sarasota County, Florida

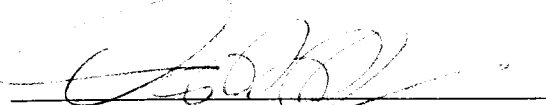
  
By: Arthur S. Hardy, Esq.

THE SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA

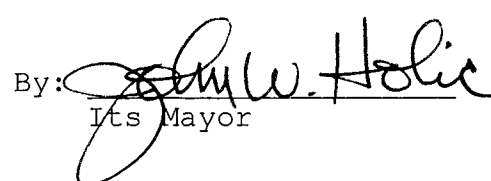
  
By: Jane Goodwin  
Chair

Date: 1-21-14

Document approved as to form:

  
City Attorney

CITY OF VENICE, FLORIDA

By:   
Its Mayor

Approved By City Council

Date: 1/28/14

ATTEST:

Date: 1/28/14

Dori Steyer  
City Clerk