

**INTERLOCAL AGREEMENT  
BETWEEN SEMINOLE COUNTY AND THE SEMINOLE COUNTY SCHOOL BOARD  
RELATING TO ADMINISTRATION OF THE SCHOOL BOARD'S SHARE OF FUNDS  
UNDER THE CENT FOR SEMINOLE LOCAL SALES SURTAX  
FOR THE SCHOOL BOARD'S EDUCATION IMPROVEMENT PROJECTS**

THIS INTERLOCAL AGREEMENT, is made and entered into this 11<sup>th</sup> day of March, 2002, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereafter referred to as the "COUNTY") and the **SEMINOLE COUNTY SCHOOL BOARD**, a school district created by Florida law, whose address is 400 East Lake Mary Boulevard, Sanford, Florida 32773 (hereafter referred to as "SCHOOL BOARD").

**WITNESSETH:**

**WHEREAS**, in May and June of 2001, the County entered into an Interlocal Agreement with the Seminole County School Board and the seven (7) municipalities within Seminole County, which Interlocal Agreement is entitled the "Seminole County Transportation and Education Infrastructure Plan Interlocal Agreement" (the "2001 Interlocal Agreement"), and relates to the improvements to be funded with local government infrastructure sales surtax proceeds and the distribution of revenues to fund the improvements, as approved by the voters in a referendum conducted on September 4, 2001; and

**WHEREAS**, the SCHOOL BOARD is a party to the 2001 Interlocal Agreement, and is bound by the terms of the 2001 Interlocal Agreement and by the applicable provisions of State law; and

**WHEREAS**, the Education Improvement Projects are, pursuant to the 2001 Interlocal Agreement, to be implemented by the SCHOOL BOARD, which implementation shall include any and all phases and aspects of the Projects from planning and design through construction and operation; and

**WHEREAS**, the SCHOOL BOARD's share of revenues collected from the local government infrastructure sales surtax constitutes funds of the SCHOOL BOARD, pursuant to the 2001 Interlocal Agreement; and

**WHEREAS**, the COUNTY and the SCHOOL BOARD desire to cooperate with regard to accomplishing the Education Improvement Projects for the benefit of the citizens of Seminole County, and require a mechanism to provide funds from the local government infrastructure sales surtax consistent with the terms of the 2001 Interlocal Agreement which are, have been, or will be on deposit with the COUNTY, and which have been or will be distributed to the SCHOOL BOARD so that the SCHOOL BOARD can effectively implement the Education Improvement Projects; and

**WHEREAS**, the SCHOOL BOARD's Education Improvement Projects and Share of Revenues as set forth in the 2001 Interlocal Agreement is attached hereto as Exhibit "A" to this Agreement; and

**WHEREAS**, this Interlocal Agreement serves a public purpose and is authorized pursuant to the provisions of *Chapters 125, 163, and 166, Florida Statutes*, and other applicable law,

**NOW, THEREFORE**, in consideration of the promises, covenants and commitments contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged as to both parties, the

parties agree as follows to the funding of the Education Improvement Projects by the local government infrastructure sales surtax proceeds and the implementation of the Education Improvement Projects by the SCHOOL BOARD.

**Section 1. Recitals.** The above recitals are true and correct and form a material part of this Interlocal Agreement upon which the parties have relied.

**Section 2. Term.** This Interlocal Agreement shall become effective upon approval by the governing bodies of the COUNTY and the SCHOOL BOARD, and shall remain in effect through contract close out between the SCHOOL BOARD and all of its contractors relative to the Education Improvement Projects, or through the conclusion of disbursement and expenditure of the full SCHOOL BOARD share of revenues, whichever occurs later.

**Section 3. Disbursement of Funds by the County.** The total financial obligation of the COUNTY under this Interlocal Agreement is that the COUNTY shall promptly distribute funds derived from the SCHOOL BOARD's share of revenues from the local government infrastructure sales surtax as those funds become available. The distribution of these funds shall include the interest income, if any, applicable to the SCHOOL BOARD's share of revenues while in the possession of the COUNTY. Such funds shall be utilized by the SCHOOL BOARD for funding capital costs directly relating to the Education Improvement Projects, consistent with *Section 212.055, Florida Statutes (2001)*. The funds may be used only for programs or projects which directly advance the Education Improvement Projects. Should an audit reveal that any funds distributed pursuant to this agreement were expended or applied for purposes or services other than as authorized by the 2001 Interlocal Agreement or this agreement,

then the SCHOOL BOARD shall promptly, from funds other than those distributed pursuant to this agreement, reimburse the COUNTY or the SCHOOL BOARD's Capital Outlay Fund in the amount the audit determined to be improperly spent or applied.

**Section 4. Plenary Status of Education Improvement Projects.** For all purposes, the Education Improvement Projects as described in the attached Exhibit "A" shall be solely and exclusively projects of the SCHOOL BOARD. The SCHOOL BOARD shall determine the design standards and all related and similar matters for the Projects consistent with State law and the terms of this Interlocal Agreement. However, the Projects shall be consistent with the purposes, terms, and conditions set forth in the 2001 Interlocal Agreement. The parties desire to cooperate in the successful implementation of the Projects, but the COUNTY's actions pursuant to this Interlocal Agreement and all other matters that the COUNTY may accomplish relative to the Projects shall be for the COUNTY's purposes, and not the SCHOOL BOARD's. The COUNTY shall not be deemed a partner or co-venturer as to the Projects or any portion or part of the Projects. The SCHOOL BOARD shall implement the Projects through the use of in-house or contractual services with regard to design, permitting, value engineering, land acquisition, construction, maintenance of access, landscaping, and construction engineering and inspection as well as any and all related services and activities in any way associated with the Projects.

**Section 5. School Board's Duties.** In addition to all other covenants, obligations, duties and responsibilities set forth in this Interlocal Agreement, during the course of this Agreement, the SCHOOL BOARD shall:

(a) Provide for any and all services necessary from design through construction of the Education Improvement Projects in accordance with any and all other applicable provisions of law.

(b) Furnish to the COUNTY a full and final accounting of all costs, disbursements and receipts in accordance with generally accepted accounting and auditing principles.

(c) Submit schedules and status reports for the Education Improvement Projects two (2) times per year in such formats and time frames as may be mutually agreed upon.

**Section 6. County's Duties.** During the course of this Interlocal Agreement, the COUNTY shall:

(a) Cooperate with the SCHOOL BOARD in the review of any matters relating to the Projects.

(b) Serve as administrator of the 2001 Seminole County Transportation and Education Infrastructure Plan Interlocal Agreement as set forth in that Agreement, including, but not limited to, providing for interpretations, reasonable enforcement and implementation, coordination of overall program reporting, and projections of fund availability as may be required.

(c) Promptly distribute funds derived from the SCHOOL BOARD's share of revenues from the local government infrastructure sales surtax as those funds become available.

**Section 7. Remedies.** Each party shall have any and all remedies as permitted by law. The parties agree, however, to provide for positive dialogue and

communications if disputes or disagreements arise as to the interpretation or implementation of this Interlocal Agreement and agree to comply with the alternative dispute resolution processes set forth in any interlocal agreement relating to said subject.

Section 8. **Force Majeure.** In the event any party hereunder fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other Act of God or force majeure then said party shall not be in default hereunder.

Section 9. **Binding Effect.** This Interlocal Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

Section 10. **Assignment.** This Interlocal Agreement shall not be assigned by either party with the prior written approval of the other.

Section 11. **Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received by them in conjunction with this Interlocal Agreement or the Education Improvement Projects.

Section 12. **Records and Audits.** The parties shall maintain any and all records, documents, papers, and other evidence pertaining to the work performed under this Interlocal Agreement. Such records shall be available at reasonable times and places during the term of this Interlocal Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law, including but not limited to *Chapter 119, Florida Statutes*, and generally accepted

accounting and auditing principles. Financial statements usable for fiscal year end purposes shall be provided annually to the COUNTY.

**Section 13. Notices.**

(a) Whenever either party desires to give notice to the other, notice may be sent to:

For the COUNTY: **County Manager**  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

With copies to: **Public Works Director**  
Reflections Plaza  
520 Lake Mary Boulevard  
Suite 200  
Sanford, Florida 32773

For SCHOOL BOARD: **Superintendent**  
400 East Lake Mary Boulevard  
Sanford, Florida 32773

With copies to: **Deputy Superintendent for Operations**  
400 East Lake Mary Boulevard  
Sanford, Florida 32773

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. All notices shall be effective upon receipt.

**Section 14. Liability.** Neither party assumes any responsibility or liability for the acts or omissions of the other party. The parties recognize that the COUNTY assumes no operational level duties or responsibilities with respect to and that the SCHOOL BOARD assumes total responsibility for the planning, design, construction, maintenance, use and all other aspects of the Education Improvement Projects funded hereunder. The parties do not intend for this agreement or the 2001 Interlocal Agreement to provide benefits to or create any rights in third parties.

**Section 15. Compliance with Laws and Regulations.** In performing under this Interlocal Agreement, the parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance required by this Agreement. Any violation of such laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Interlocal Agreement, and shall entitle the non-violating party to terminate this Interlocal Agreement immediately upon delivery of written notice of termination to the violating party, provided that a written notice of violation and a reasonable opportunity to cure has been first given.

**Section 16. Heading.** All sections and description headings in this Interlocal Agreement are inserted for convenience only, and shall not affect the construction or interpretation of this Agreement.

**Section 17. Entire Agreement.** This Interlocal Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and may not be modified or amended except by a written instrument equal in dignity to this Agreement, and executed by the parties to be bound by the amendment to the Agreement.


**Section 18. Counterparts.** This Interlocal Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

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



ATTEST:

SEMINOLE COUNTY SCHOOL BOARD

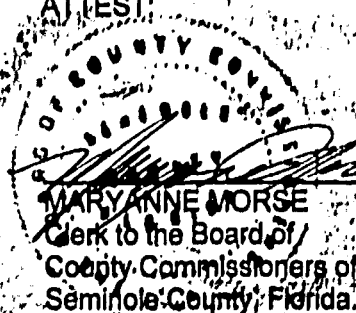
  
KAREN PONDER, Clerk to the  
Seminole County School Board

By:   
SANDY ROBINSON, Chairman

Date: 3/5/02

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By:   
DARYL G. MCLAIN, Chairman

Date: 03/11/02

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

  
County Attorney

As authorized for execution by the Board  
of County Commissioners at its 2-12,  
2002, regular meeting.

2/11/02

Attachments

Exhibit A

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**EXHIBIT A**  
**Cent For Seminole Local Sales Surtax**

**School Board**

Educational Facility Projects	PROPOSED NEW CONSTRUCTION/EXPANSION - RENOVATION SCOPE			PRELIMINARY COST ESTIMATE
	DESCRIPTION	NO. ADDED CLASS-ROOMS	ORIG. CONST. DATE FOR RENOVATION SITES	
ALTAMONTE ELEM	Convert open plan to self-contained classrooms; add media center; add classrooms	20	1974	\$8.5M
FOREST CITY ELEM	Convert open plan to self-contained classrooms; add media center; add classrooms	20	1971	\$8.5 M
SABAL POINT ELEM	Convert open plan to self-contained classrooms; add media center; add classrooms	10	1974	\$6.5 M
STERLING PARK ELEM	Convert open plan to self-contained classrooms; add media center; add classrooms	10	1974	\$6.5 M
WINTER SPRINGS ELEM	Convert open plan to self-contained classrooms; add media center; add classrooms	10	1974	\$6.5 M
EASTBROOK ELEM	Convert open plan to self-contained classrooms; add classrooms	10	1970	\$6.5 M
LAKE MARY HIGH	Renovate and upgrade classrooms; add performing arts center/classrooms; upgrade media center	8	1979	\$20 M
OVIEDO HIGH	Renovate classrooms; add physical education facility, band and chorus rooms and general classrooms	10	1967	\$30 M
NEW MIDDLE SCHOOL	To provide relief for Greenwood Lakes, Millennium, and Sanford Middle	50	New Site	\$22 M
NEW ELEMENTARY	To provide relief in the Oviedo area	35	New Site	\$11 M
RED BUG ELEM	Convert open plan to self-contained classrooms; add classrooms	15	1972	\$7 M
	PROJECTS TOTAL			\$133 M
School Board Revenue Share relating to funding of the above projects.	Per Section 2(b) and Exhibit A of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.			25%
Projects may be added or deleted pursuant to the provisions of Section 3 (a) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County approval of such project change(s), an update to this Exhibit page shall be entered into the public record.	Scopes may be expanded, reduced, or otherwise altered pursuant to the provisions of Section 3(b) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County concurrence in such scope change(s), an update to this Exhibit page shall be entered into the public record.			Costs are provided as estimates only. Changes to costs do not require a formal update to this Exhibit to be issued, unless a project or scope revision is also involved.

This Exhibit page For Seminole County School Board Valid As Of  
March 5, 2002.

Sem. Co. Review/Approval  
Initials:

DPW  
CM OR BCC CHAIR

*psh*

BK 0 2 8 0 PG 1 8 7 7

**EXHIBIT A**  
**Cent For Seminole Local Sales Surtax**

**Distribution Of Net Revenues For Educational Facility Projects**

<b>Year*</b>	<b><u>% to School Board</u></b>	
1/2002	45%	<ul style="list-style-type: none"> <li>Revenues received monthly by Seminole County.</li> <li>Upon receipt of monthly revenue distribution from the State Dept. of Revenue, the applicable % will promptly be remitted to the School Board by Seminole County.</li> </ul>
2/2003	45%	
3/2004	45%	
4/2005	25%	
5/2006	25%	
6/2007	25%	
7/2008	25%	
8/2009	8% **	
9/2010	8% **	
10/2011	8% **	
<b>Overall</b>	<b>25%</b>	

**\*Year = 1 Year of the Life of the 1% Local Government Infrastructure Sales Surtax Levy, which is a calendar year.**

**\*\* During Year 7, a projection update of net revenues shall be prepared by Seminole County and provided to the School Board for review. As part of the projection update, the percentages for Years 8 through 10 will be recalculated so as to yield a projected distribution to the School Board at the end of the 10 years of 25% of the overall net revenues.**

**A similar projection update shall be prepared and reviewed during Year 9, including a recalculation of the final year's percentage which would be used for the first 11 months of Year 10. The last monthly distribution of Year 10 shall be adjusted as necessary to yield a final distribution to the School Board at the end of the 10 Years of 25% of the overall net revenues.**

**An update to this Exhibit page shall be entered into the public record in conjunction with the determination during Years 7 and 9 of the recalculated percentages which would apply to the ensuing Years.**

**This Exhibit page For Seminole County School Board Valid As Of**  
**March 5, 2002.**

**Sem. Co. Review/Approval**

**Initials:**

**DPW**  
**CM OR BCC CHAIR**

*[Signature]*