

## INTERLOCAL AGREEMENT

**THIS AGREEMENT AMENDMENT**, made this 3rd day of September 2002, pursuant to the authority contained in Chapter 163 of the Florida Statutes, by and between the **SCHOOL BOARD OF POLK COUNTY, FLORIDA** (hereinafter referred to as "School Board") and the **CITY OF BARTOW**, a Florida municipal corporation (hereinafter referred to as "City").

### WITNESSETH:

**WHEREAS**, School Board has designed a master plan for the development of Bartow Senior High School, which said plan has been approved in concept by the City, and

**WHEREAS**, School Board and City agree to delineate certain duties and obligations pertaining to the implementation of the Master Plan for Bartow Senior High School, and

**WHEREAS**, engineering and design has been completed and the City and School Board have committed funding to implement Phase I construction of this project, and this project will commence work during the Summer, 2002 and be completed by year end, 2002, and

**WHEREAS**, the Department of Education's State Requirements for Educational Facilities Standards (SREF) establishes lighting standards for school parking areas, and

**WHEREAS**, the City has implemented a neighborhood improvement program which includes the installation of historical lighting fixtures in the City's neighborhoods.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

#### **1. Soccer Field Work:**

- 1.1. The School Board intends to construct soccer fields in a second phase of this project.
- 1.2. The grading of the soccer field area will be included within this phase of the project.
- 1.3. The School Board will be responsible for the cost of grading of the soccer fields.

#### **2. Student Parking:**

- 2.1. The School Board will construct a new student parking area in the northeast corner of the school board's property at Bartow High School, per the engineering plans for Phase I of this project.
- 2.2. The School Board must install lighting per the Department of Education's SREF standards. The lighting fixtures designed to comply with the Department of Education's

REC'D SEP 06 2002

State Requirements for Educational Facilities Standards for the parking lot would cost \$38,000.

- 2.3. The School Board agrees to modify the lighting plan to utilize the City's historical light fixtures in the parking lot. The school board will reimburse the City \$38,000 toward the cost of the City's historical fixtures and installation. This modification will require additional lighting fixtures in order to comply with the Department of Education SREF standards.
- 2.4. The School Board will install the conduit and base for all light fixtures per the City specifications.
- 2.5. If the cost of including the City's historical fixtures exceeds \$38,000, the City will bear the additional cost.
- 2.6. Upon completion of this project, the lighting for the parking area will be owned and maintained by the City.
- 2.7. The School Board will landscape the parking lot according to plans mutually approved by the City and the School Board. The School Board will postpone the landscaping portion of this project to allow it to be completed as a community/school fundraising effort to enhance community and student involvement. The fundraising campaign is expected to be completed during the 2002/03 school year and landscaping completed by December 2003.

### **3. Joint Use of Parking Lot**

- 3.1. The School Board agrees to provide the City with use of the lighted parking lot after school hours.

### **4. Jackson Avenue Road Improvements, Wilson Pond and Walking Path:**

- 4.1. The City will reimburse the school board for costs associated with road improvements to Jackson Avenue, Wilson Pond and the walking path surrounding the pond. The City will postpone completion of the Wilson Pond Walking Path until the City's 2003 Fiscal Year.

### **5. Project Management and Oversight**

- 5.1. School Board will provide oversight, management, and inspection.
- 5.2. City will participate in project meetings to review pay requests and any changes to the project during construction.

IN WITNESS WHEREOF, the parties have hereunto set their hands, as of the date first written above.

**CITY OF BARTOW, FLORIDA**

By A. Cal Adams  
A. Cal Adams, Mayor

Attest Linda R. Culpepper  
Linda R. Culpepper, City Clerk

(Seal)

**THE SCHOOL BOARD OF POLK COUNTY, FLORIDA**

By James A. Nelson  
James A. Nelson, Chairman

Attest R. J. Thomhill  
R. J. Thomhill, Secretary

(Seal)

Approved as to Form

By George P. Dunlap  
George P. Dunlap, City Attorney

Approved as to Form and Correctness

By C. Wesley Bridges II  
C. Wesley Bridges II, School Board Attorney

