

JOINT USE INTERLOCAL AGREEMENT

Between

THE CITY OF CLEARWATER,

And

THE CITY OF SAFETY HARBOR

This Joint Use Interlocal Agreement ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Clearwater, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "Clearwater", and the City of Safety Harbor, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "Safety Harbor," (each being referred to individually herein as "Party", and collectively as the "Parties").

WITNESSETH:

**WHEREAS**, in addition and supplemental to their other powers, Safety Harbor and Clearwater, pursuant to Chapter 163, Part I, Florida Statutes, as amended, commonly known as the "Florida Interlocal Cooperation Act of 1969", are authorized and empowered to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will best accord with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, Clearwater has certain existing athletic facilities upon which it conducts youth athletic multi-purpose field programs, hereinafter referred to as "Facilities"; and

**WHEREAS**, Safety Harbor would like for its residents to have the option of participating in city-wide multi-purpose field youth athletics within the current programs, Countryside Junior Cougars, Inc., Chargers Soccer Club, Inc., and Clearwater Youth Lacrosse, Inc. and/or similar city-wide programs and/or their successor programs (the "Youth Athletic Programs"); and

**WHEREAS**, it is mutually beneficial for the parties to allow for the joint use of the facilities and participation in the Youth Athletic Programs.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Consideration. In consideration for residents of Safety Harbor to be able to participate in the Youth Athletic Programs and use the Facilities as described hereunder, Safety Harbor shall contribute a total of Three Hundred Fifty Thousand and xx/100 Dollars (\$350,000.00) toward the capital improvements described herein during the Term, payable in seven (7) annual installments of Fifty Thousand and xx/100 Dollars (\$50,000.00) each, to be paid annually over the first seven (7) years of the Agreement. The first payment will be made on the Effective Date of the Agreement (as defined below) and each subsequent payment will be due annually on the anniversary of the Effective Date.
2. Term. The term of this Agreement shall commence and be effective as of the date Clearwater files this Agreement with the Pinellas County Clerk of Court pursuant to Section 163.01(11), Florida Statutes (the "Effective Date"), and shall continue for a period of thirty (30) years unless terminated sooner pursuant to the terms set forth herein.
3. Capital Improvements and Maintenance. Clearwater will cause the construction of certain capital improvements to the Facilities as shown on the conceptual drawings, attached as Exhibit "A" and incorporated herein by reference (hereinafter, "the Improvements"). Clearwater shall be solely responsible for and in control of all construction and site work related to the Improvements, including but not limited to procurement and selection of a general contractor and/or subcontractor(s), selection of a manufacturer, preparation of the specifications and site plans for the Improvements, ensuring that all necessary licenses and permits are obtained for the completion of the Improvements, and remittance of all payments in connection with the work. Clearwater shall be solely responsible for maintaining the Improvements and Facilities, and agrees to provide irrigation, mowing, sod, control of insects, fertilization, maintaining the parking area, restrooms and other buildings and otherwise maintain the Facilities at Clearwater's sole expense. Utility costs associated with the Facilities shall be part of the maintenance costs. In the event the Improvements are not undertaken within two (2) years of the Effective Date, Safety Harbor may terminate this Agreement and be refunded any contributions paid to date. In the event the Improvements are not fully and finally constructed within five (5) years of the Effective Date, Safety Harbor may terminate this Agreement and be refunded 83.3% of any contributions paid to date.

4. Taxes. Clearwater shall be responsible for all real and personal property taxes as may be assessed against the Facilities during the term of this Agreement.
5. Conducting Programs and Use of Facilities. Clearwater shall retain full control in conducting its programs and overseeing its Facilities. Clearwater agrees to make the programs and Facilities available for use by Safety Harbor residents participating in the Multi-Purpose Field Youth Athletic Programs during the term of this Agreement in the same manner and at the same rates charged to City of Clearwater residents, including, but not limited to, rates for recreation cards and program application fees. If for any reason the Multi-Purpose Field Youth Athletic Programs are not offered in Clearwater then Clearwater will make its best efforts to provide equal or better programming to replace the Multi-Purpose Field Youth Athletic Programs to be used under the same terms and conditions. .
6. Restrictions on Use. Safety Harbor's use hereunder is not transferable. Use of the Facilities by private parties or organizations or by business enterprises for profit, other than Clearwater authorized programs is prohibited without prior written consent of Clearwater. The Parties mutually agree to make no unlawful, improper, or offensive use of the Facilities and to abide by applicable law. In addition, the Parties, and all their respective invitees will abide by all policies of Clearwater, including those which prohibit the consumption of tobacco products or alcohol beverages on the Facilities property. If at any time, Clearwater, in its sole discretion, determines that a use of the Facilities or the surrounding areas by Safety Harbor will cause a threat to the safety of the public, or damage to the Facilities if use is permitted to continue, the specific use that causes the disruption, interference or threat may be terminated immediately without notice.
7. Supervision of Programs. The supervision of the Youth Athletic Programs shall remain the sole responsibility of Clearwater.
8. No Indemnity. Pursuant to § 768.28(19) each Party agrees to be responsible for its own negligence. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity to which either Party is entitled or the extent of any limitation of liability to pursuant to § 768.28, Florida Statutes. Furthermore, this provision is not intended to nor shall be interpreted as limiting or in any way affecting any defense either Party may have under §

768.28, Florida Statutes, or as consent to be sued by third parties. This provision shall survive expiration or termination of this Agreement.

9. Assignment. This Agreement may not be assigned. Any attempt to assign this Agreement, in whole or in part, or any benefits hereunder, shall render this Agreement null and void in its entirety, excepting provisions expressly intended to survive expiration or termination.
10. Termination. This Agreement may be terminated immediately by either Party for cause, upon written notice to the defaulting Party of a default of any of the terms and conditions of this Agreement, if said default is not cured within ninety (90) days of such notice.
11. Unforeseen Questions. Clearwater and Safety Harbor agree that in the event of unforeseen questions arising out of use of the Facilities or otherwise arising under this Agreement, the Parties will first make a good faith effort to resolve such questions in writing between the Safety Harbor City Manager and the Clearwater City Manager, or their respective designees for resolution of such questions concerning this Agreement, unless otherwise required to be reviewed by either or both of the respective City Council/Commission of the Parties as provided for in their City Codes or other applicable law.
12. Headings. The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe, any provision hereof.
13. Notices. Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid), when actually received or on the fifth (5th) business day after the day on which such notice is mailed and properly addressed, whichever is earlier.

**To Safety Harbor:**

Attn: Matt Spoor, City Manager  
750 Main Street

**To the Clearwater:**

City of Clearwater  
112 S. Osceola Ave.

Safety Harbor, FL 34695

P.O. Box 4748  
Clearwater, Florida 33756-4748  
Attn: Kevin Dunbar  
Director of Parks & Recreation

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF SAFETY HARBOR, FLORIDA

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

Mayor Ayoub

ATTEST:



Karen Sammons, City Clerk

APPROVED AS TO FORM:



City Attorney

Countersigned:

\_\_\_\_\_  
George N. Cretekos  
Mayor

CITY OF CLEARWATER, FLORIDA

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

William B. Horne II  
City Manager

Approved as to form:

Attest:

---

Matthew M. Smith  
Assistant City Attorney

---

Rosemarie Call  
City Clerk