

**Prepared by and Return to:**

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**INTERLOCAL AGREEMENT**

**Cocoa High School Track Funding**

**THIS INTERLOCAL AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (“**Effective Date**”) between the **CITY OF COCOA**, a Florida municipal corporation (“**City**”), and the **SCHOOL BOARD OF BREVARD COUNTY, Florida** (“**School Board**”).

**W I T N E S S E T H:**

**WHEREAS**, the City is authorized to do all things whatsoever necessary and expedient for promoting or maintaining the general welfare, comfort, education, morals, peace, government, health, trade, commerce, or industries of the City or its inhabitants, and is expressly authorized by law to expend funds for any municipal purpose; and

**WHEREAS**, the City Council of the City of Cocoa has determined that the quality of education, specifically physical education, available to the inhabitants of Cocoa can be strengthened and improved through the construction and maintenance of a new rubberized track for the Cocoa High School (“**Track Improvements**”); and

**WHEREAS**, City finds that it is in the best interests of its high-school aged residents to contribute financially to the construction of the Track Improvements; and

**WHEREAS**, the City desires to enter into this Interlocal Agreement for purposes of authorizing the contribution of \$85,000.00 to the School Board for the construction and installation of the Track Improvements; and

**NOW, THEREFORE**, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the City and the School Board agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:
  - 2.1 **Approval.** The approval of this Agreement by both the City Council of the City of Cocoa and the School Board of Brevard County, Florida.
  - 2.2 **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chairman of the School Board of Brevard County, Florida.
  - 2.3 **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.
3. **STATUTORY AUTHORITY.** This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).
4. **TRACK IMPROVEMENTS.**
  - 4.1 **Contribution for the Cocoa High School Track Improvements.** The City agrees to contribute and deliver to the School Board the amount of \$85,000.00 (eighty-five thousand dollars) for the construction and installation of the Track Improvements at the Cocoa High School (the “Contribution”). The City shall deliver the one-time Contribution to the School Board within thirty (30) days of the Effective Date of this Agreement. The expenditures eligible to be funded by the Contribution shall include installation and construction of a new rubberized track, including all demolition of existing structures and surfaces, grading and other necessary make-ready work. Within thirty (30) days of completion of the Track Improvements, the School Board shall submit to the City an invoice with supporting justification of expenses associated with the Track Improvements. Should the total cost of the Track Improvements not exceed \$85,000.00 (the Contribution), the School Board shall refund any remaining surplus funds back to the City at the time the invoice is delivered to the City. Notwithstanding the foregoing, the School Board agrees that the Track Improvements must be completed and have received a satisfactory final inspection within two years of the Effective Date of this Agreement. Should the School Board fail to complete the Track Improvements and receive final inspection within such time, the City may, in its sole discretion, require the School Board to refund any unused portion of the \$85,000.00 (the Contribution) to the City. The City shall provide written notice to the School Board if a refund is

required hereunder by the City, and the School Board shall then pay the refund within thirty (30) days of receipt of the written notice.

4.2 **Publicity.** Upon completion of the Track Improvements and to the extent the School Board and/or Cocoa High School produces and publishes any advertisements or programs identifying the fundraising sponsors for such Improvements, the School Board and/or Cocoa High School shall reference and include the City's Contribution to the Improvements.

5. **MISCELLANEOUS TERMS AND CONDITIONS.**

5.1 **Governmental Disputes.** In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

5.2 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

5.3 **Effective Date.** The effective date of this Agreement shall be the date that this executed Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

5.4 **Indemnification.** To the extent allowed in Florida Statute 768.28, the School Board agrees to indemnify and hold harmless the City from any and all liability and/or claims of any kind arising out of the School Board's own negligence associated with the construction of the Track Improvements.

Neither party intends, and this Agreement shall not be construed, to waive sovereign immunity or the monetary limits, or the type of damages recoverable, under section 768.28, Florida Statutes, as that section may be amended from time to time.

5.5 **Governing Law, Venue and Attorney's Fees.** All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the Laws of the State of Florida. Venue shall be in Brevard County, Florida, and any trial shall be non-jury. In the event of any litigation between the Parties arising out of this Agreement, each Party will bear its own attorney's fees and costs.

5.6 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be sent to the following:

School Board:

Susan Hann, P.E.,  
Assistant Superintendent Facilities Services  
2700 Judge Fran Jamieson Way  
Viera, Florida 32940

City:

City of Cocoa  
Attn: City Manager  
65 Stone Street  
Cocoa, Florida 32922

5.7 Independent Contractor. Neither the School Board nor the School Board's employees are employees of the City. The School Board controls and directs the means and methods by which the Track Improvements are accomplished. The School Board is solely responsible for compliance with all labor and tax laws pertaining to the School Board, its officers, agents and employees.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals this day and year first above written.

**CITY OF COCOA, FLORIDA**

By: \_\_\_\_\_  
**JAKE WILLIAMS, Jr., Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**CARIE SHEALY**  
**City Clerk**

Approved by the City Council on: \_\_\_\_\_

**SCHOOL BOARD OF BREVARD COUNTY,  
FLORIDA**

**By:** \_\_\_\_\_  
**Misty Belford, Chairperson**

**ATTEST:**

**By:** \_\_\_\_\_  
**Mark W. Mullins, Ed.D. Superintendent**

Approved by the School Board of Brevard County, Florida on: December 15, 2020