



City of Gulf Breeze

OFFICE OF THE CITY CLERK

June 3, 2014

VIA EMAIL TRANSMISSION

WyrosdickT@mail.santarosa.k12.fl.us

AND REGULAR U.S. MAIL

Superintendent Tim Wyrosdick
Santa Rosa County School District
5086 Canal Street
Milton, Florida 32570

RE: Agreement between City of Gulf Breeze and School Board of Santa Rosa County
for Use of Tennis Courts at Gulf Breeze High School

Dear Superintendent Wyrosdick:

Please find enclosed an original "Agreement between School Board of Santa Rosa County, Florida and City of Gulf Breeze, Florida for Temporary Use of Tennis Courts at Gulf breeze High School" that has been executed by the City of Gulf Breeze. Please furnish the City a copy of the completely executed Agreement once it has been executed by the School Board.

Thank you for your assistance with this matter.

Sincerely,

Stephanie D. Lucas
City Clerk

:sdl

Enclosure

cc: Edwin A. Eddy, City Manager (via eaeddy@gulfbreezefl.gov)
Matt E. Dannheisser, City Attorney (via mdannheisser@dannheisserlaw.com)
Paul R. Green, School Board Attorney (via pgreen@johnsongreenlaw.com)

AGREEMENT BETWEEN SCHOOL BOARD OF SANTA ROSA COUNTY,
FLORIDA AND CITY OF GULF BREEZE, FLORIDA FOR TEMPORARY USE OF
TENNIS COURTS AT GULF BREEZE HIGH SCHOOL

Whereas, municipal tennis courts within the City of Gulf Breeze (City) have been damaged by flooding and are unusable until repaired and restored, and

Whereas, the City has requested that the School Board of Santa Rosa County, Florida (Board) permit the general public the use of tennis courts while the City's courts are being repaired, and

Whereas, the Board is agreeable to the request of the City, subject to certain terms and conditions as more fully set forth herein.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties who stipulate and agree as follows:

1. The temporary use of the tennis courts shall commence immediately.
2. The tennis courts and ancillary parking areas may be used during reasonable hours over the summer months when school is not in session.
3. If the City desires use of the courts after the beginning of the 2014-2015 school year, the parties will enter into good faith negotiations to provide said use during non-school hours, or during such other times if reasonable safeguards are in place to prevent access by the general public to the campus and/or unsupervised contact between the general public and students at the school.
4. The City will defend, indemnify and hold harmless the Board from liability for damages to persons or property that might arise from the public use of the tennis courts.

5. The City shall be responsible for and repair any damage to the courts that might occur during the public's use, save and except normal reasonable wear and tear.

6. The tennis courts shall be subject to the same rules and regulations as other outdoor facilities of the Board and it shall be the responsibility of the City to enforce those rules during the periods of public access.

This agreement shall terminate at such time as the City's courts have been repaired and the City agrees to diligently proceed with said repairs.

IN WITNESS WHEREOF, the parties have set their hands and seals on this _____ day of _____, 2014.

Santa Rosa School Board of Santa Rosa County, Florida:

Attest, Superintendent of Schools

Tim Wyrosdick, Superintendent

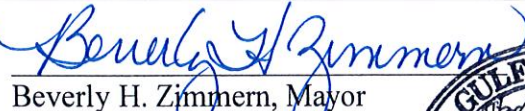
Diane Scott, Chairman

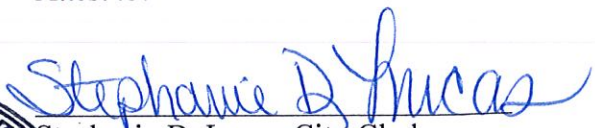
Witness

Witness

City of Gulf Breeze, Florida:


Attest to:


Beverly H. Zimmern, Mayor


Stephanie D. Lucas, City Clerk


Witness




Witness