

St. Lucie

PUBLIC SCHOOLS



327 NW Commerce Drive, Port St. Lucie, FL 34986
(772) 344-7100 www.stlucieschools.org

Each Child, Every Day

Facilities Services

Board Members

Kathryn Hensley, Chairman
Troy Ingersoll Vice Chairman
Debbie Hawley
Carol A. Hilson
Dr. Donna Mills,

Superintendent

E. Wayne Gent

TO: Brad Keen, City of Port St. Lucie Parks and Recreation

FROM: Marty Sanders, Executive Director of Facilities & Maintenance.

DATE: November 29, 2016

RE: Mutual Use agreement

Attached is a copy of the signed mutual use agreement

Thank you and the City for our continued support of our users.

MES/mtf

Enclosure: PSLE First Amendment to Lease Agreement

RECEIVED

DEC 05 2016

PARKS & RECREATION DEPT.



Accredited System-wide by the Southern Association of Colleges and Schools
The School Board of St. Lucie County is an Equal Opportunity Agency

COUNCIL ITEM 80
DATE 7/25/16

COUNCIL ITEM 100
DATE 7/11/16

ORDINANCE 16-44

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a First Amendment to Lease Agreement between the City of Port St. Lucie and the School Board of St. Lucie County, Florida, for said leased premises located at the former site of Port St. Lucie Elementary School, more particularly described in the First Amendment to the Lease Agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Section 2. This Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 25th day of July, 2016.



ATTEST:

Karen A. Phillips
Karen A. Phillips, City Clerk

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: [Signature]
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

Azlina Goldstein Siegel
Azlina Goldstein Siegel, Interim City Attorney

EXHIBIT

"A"

FIRST AMENDMENT TO LEASE AGREEMENT

WHEREAS, on or about November 29, 2011, the City of Port St. Lucie ("City") and the School Board of St. Lucie County ("Board") entered into a Lease Agreement for property located at athletic fields at the site of the former Port St. Lucie Elementary School, particularly described in the Exhibits attached to the Lease Agreement; and

WHEREAS, the City and the Board wish to amend the Lease Agreement to modify the term of the lease; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as the Lease Agreement.
2. Section 2 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:
 2. Term. This Lease shall be for a period commencing as of the Effective Date and terminating on midnight of the 15th day of June, 2021.
3. This First Amendment shall become effective when signed by all the parties and approved by the City Council of the City of Port St. Lucie.
4. Except as modified by this First Amendment, the Lease Agreement remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease Agreement, as amended, in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the 2011 Lease Agreement, this 23 day of August, 2016.

CITY OF PORT ST. LUCIE

By: [Signature]
Its: CITY MANAGER

Signed, sealed, and delivered in the presence of:

[Signature]

Witness

Print Name: Mary Ann Verillo

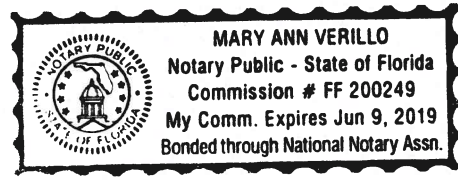
[Signature]

Witness

Print Name: Nancy Hodde

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of August, 2016, by JEFF BREMER, as CITY MANAGER of the City of Port St. Lucie, a Florida municipal corporation, on behalf of the City of Port St. Lucie. He/she is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: 06/09/2019

IN WITNESS WHEREOF, the parties have caused this First Amendment to the 2011 Lease Agreement, this 8th day of November, 2016.

SCHOOL BOARD OF ST. LUCIE COUNTY

By: Kathryn Hensley
Its: Chairman

Signed, sealed, and delivered in the presence of:

Christine L. Harrison

Witness

Print Name: Christine L. Harrison

Ava K. DeFonzo

Witness

Print Name: Ava K. DeFonzo

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 8th day of November, 2016, by Kathryn Hensley, as Chairman of the School Board of St. Lucie County, on behalf of the School Board of St. Lucie County. ~~He~~/she is X personally known to me or has produced N/A as identification.



Christine L. Harrison
Christine L. Harrison
Notary Public

My Commission Expires: 8-30-2018