

**INTERLOCAL AGREEMENT
FOR USE OF OPEN SPACE PLAYING FIELD AND AMENITIES
AT HERON CREEK MIDDLE SCHOOL**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into by and between the School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida, (the “School Board”) and Sarasota County, Florida, a political subdivision of the State of Florida (the “County”).

W I T N E S S E T H:

WHEREAS, the School Board owns certain property located at 6501 West Price Boulevard, North Port, Florida, designated as the Heron Creek Middle School (the “Middle School Property”); and

WHEREAS, the Middle School Property contains an open-space playing field located inside the running track (the “Middle School Playing Field”), restrooms and a parking area that the County desires to make available to organized youth athletic programs that promote physical fitness and team sports in the City of North Port; and

WHEREAS, the School Board is agreeable to making the Middle School Playing Field and certain amenities available to the County for use by organized youth athletic programs; and

WHEREAS, the County and the School Board desire to enter into an interlocal agreement setting forth the duties and responsibilities of the parties for the maintenance and use of the Middle School Playing Fields and certain amenities.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the School Board and the County mutually covenant and agree as follows:

1. **Term.** Subject to the provisions of this Agreement, the County shall have the right to use the Middle School Playing Field plus the restrooms and parking area (the “Amenities”) on the Middle School Property, as depicted on Exhibit “A”, attached hereto and incorporated herein, for a four-month period, commencing July 1, 2013.
2. **Usage and Scheduling.**
 - a. The School Board shall have first priority for use of the Middle School Playing Field and the Amenities during normal school hours when school is in session and to support after hours school events that end prior to 6 p.m. Monday through Thursday or end prior to 5 p.m. on Friday.
 - b. The County shall have use of the Middle School Playing Field and the Amenities during scheduled school breaks, Monday through Thursday after 6 p.m. (Friday after 5 p.m.), weekends and holidays, unless the County’s representative is provided five (5) days notice from the School

Board's representative that the Playing Field is needed for school activities during that timeframe.

- c. The County and the School Board shall each designate a representative to coordinate use of the Middle School Playing Fields and Amenities outside the above mentioned prioritized times.

3. **Maintenance Responsibilities.**

- a. Throughout the term of this Agreement, the County shall be responsible for mowing, providing ant treatment to (per county Integrated Pest Management Program), sod maintenance leveling (filling in the holes) the Middle School Playing Field so as to be suitable for recreational activities. Upon expiration of this Agreement, the County shall restore the Playing Field to the condition it was in on July 1, 2013. Provided, however, if damage to the Playing Field occurs during the term of this Agreement as the result of natural events such as storms or hurricanes, the County shall not be required to restore the Playing Field to its prior condition.
- b. The School Board shall be responsible for all other repairs, improvements and maintenance related to the Middle School Playing Field and the Amenities.
- c. The County shall have the responsibility for custodial support/cleaning of the restroom facility in Appendix A following each use by the County or its lessees.

4. **Indemnification.** To the extent permitted by law, each party agrees to hold the other harmless from any and all claims, actions or suits which might arise out of its own neglect or default of this Agreement. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of either the County or the School Board or to affect, limit or reduce the protection afforded either governmental entity under Florida law.

5. **Notice.** Any and all notices required or desired to be given pursuant to the term of this Agreement shall be in writing and delivered as follows:

County:
County Administrator
Sarasota County Government
1660 Ringling Boulevard
Sarasota, Florida 34236

School Board:
Superintendent
The Sarasota County School Board
1960 Landings Boulevard
Sarasota, Florida 34231

6. **Entire Agreement.** This Agreement represents the entire agreement between the parties and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing and duly executed by the parties.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by the respective undersigned duly authorized officials as of the date and year first above written.

ATTEST:
KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Date: _____

Approved as to form and correctness:

County Attorney

ATTEST:

Clerk

SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

Approved as to form and correctness:

School Board Attorney

By: _____
Chair

Date: _____

Approved for Legal Content
June 6, 2013, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH