

**INTERLOCAL AGREEMENT
BETWEEN THE SARASOTA COUNTY SCHOOL BOARD AND SARASOTA COUNTY
REGARDING USE OF SCHOOL FACILITIES AND AMENITIES
FOR ORGANIZED RECREATIONAL PROGRAMS**

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").

WITNESSETH:

WHEREAS, the School Board and the County acknowledge the advantages and the importance of providing adequate facilities and amenities for Organized Recreational Programs that serve a public purpose in promoting affordable recreational programs for families in the community; and

WHEREAS, the School Board and the County are mutually interested in providing and in making available School Facilities and Amenities for use by Organized Recreational Programs pursuant to the provisions of this Agreement; and

WHEREAS, the County, pursuant to its Comprehensive Plan, has established Recreational Level of Service (LOS) standards which the County intends to meet, in part, through the joint use of the Facilities and Amenities located at Sarasota County public schools; and

WHEREAS, in June, 1996, the School Board and the County entered into an Interlocal Agreement (the "1996 Interlocal") providing for the County's management and scheduling of the use of certain School Facilities and Amenities by Organized Recreational Programs; and

WHEREAS, in recognition of the growing community need for recreational facilities and Amenities for Organized Recreational Programs, the School Board and the County desire to replace the 1996 Interlocal with a more comprehensive Interlocal Agreement that will better address the citizens' needs and more clearly state the responsibilities and obligations of the parties; and

WHEREAS, the School Board and the County have the authority pursuant to the provisions of general law, including Section 163.01, Florida Statutes, to enter into this Agreement.

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

SECTION 1. RECITALS. The above recitals are true and correct and by this reference, are incorporated herein.

SECTION 2. DEFINITIONS.

- 2.1 Amenities - Items such as benches, bleachers, water fountains, goals, sports lighting, dugouts, fencing, parking lots, playground equipment and restrooms.
- 2.2 Designated District School – The Sarasota County public school for which a Facility Use Request has been issued.
- 2.3 District School – A public school under the auspices of the Sarasota County School Board, located within the Sarasota County School District.
- 2.5 Organized Recreational Program - County-supported or sponsored program that provides recreational benefit to the citizens of Sarasota County.
- 2.6 Repair and Replacement - The restoration of minor building materials, elements, components and fixtures beyond normal use and wear and tear.
- 2.7 School Facilities - Outdoor playfields and playgrounds; tennis courts, basketball courts, gymnasiums, and other sport venues.
- 2.8 Vandalism - Willful or malicious damage to school property.

SECTION 3. RIGHT TO ISSUE PERMITS.

Subject to the provisions of this Agreement, the County shall have the right to issue permits to Organized Recreational Programs for use of the School Facilities and/or Amenities.

SECTION 4. USAGE AND SCHEDULING.

- 4.1 The District Schools shall have first priority for use of their respective School Facilities and Amenities.
- 4.2 At least 1 month in advance of the requested use, the County shall submit a School Facility Use Request, attached hereto as Exhibit A, to the representative of the Designated District School (the “Designated School Representative”), indicating the Organized Recreational Program, the contact person for the Program, the requested School Facilities, dates and times. The Designated School Representative shall respond within 10 school district business days of receipt of the Facility Use Request. The Designated School District Representative shall have absolute discretion whether any request is approved. Requests made with less than 1 month notice shall be considered on a case by case basis.
- 4.3 Subject to Section 4.2 and 4.3, The County may request use of the School Facilities and the Amenities at a District School Monday through Friday after 6:00 p.m. while school is in session; at any time during scheduled school breaks, weekends and holidays. School Facilities and Amenities may be available prior

to 6 pm while school is in session on a case-by-case basis with the approval of the Designated School Representative.

- 4.4 No Organized Recreational Programs shall be conducted on Playing Fields during rain. The County shall advise all users of the Playing Fields that such use shall cease when it starts to rain or when there is any indication of inclement weather, thunder or lightening detected in the area. At such time, all players, spectators, volunteers and County personnel shall leave the school property.
- 4.5 All permits issued by the County for use of the School Facilities or Amenities shall include, but not be limited to: (i) a statement that all users of school property must comply with School District regulations, including the prohibition against smoking, alcohol, and drugs on school property and the prohibition against conducting activities on school property during rain or other inclement weather; (ii) a statement that no parking or driving is allowed outside designated roadways and parking areas, if any; and (iii) a requirement that the permittee insure and indemnify the County and the School Board and name the County and the School Board as additional insured.
- 4.6 The County and the School Board shall each designate a representative to coordinate use of the school facilities and Amenities outside the above mentioned prioritized times.

SECTION 5. MAINTENANCE AND RESPONSIBILITIES

5.1 County Responsibilities.

- 5.1.1 The County shall be responsible for any mowing and maintenance it may require that is beyond the School District's level of service; for providing pest treatment (per county Integrated Pest Management Program) and sod maintenance leveling (filling in holes) following use of the playing fields by a County permittee. Provided, however, if damage to any 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 damaged playing field to its prior condition.
- 5.1.2 Following each use of a Designated District School by the County or its permittee, the County shall be responsible for any cleaning of the restroom facilities that is required beyond the School District's level of service. The County may fulfill this responsibility either through the payment of monthly invoices from the School Board, payable by credit card or purchase order, through the use of County or contractual staff or by scheduling cleaning jointly with the School Board.
- 5.1.3 Following every County-permitted use, the County shall ensure that all trash related to the use is picked up and properly disposed.

- 5.1.4 The County shall be responsible for the Repair and Replacement of all school property damaged as the result of use by Organized Recreational Programs. Nothing herein shall prevent the County from seeking payment for such Repair and Replacement from the Organized Recreational Program or any other responsible party.
- 5.1.5 The County shall pay the Designated School Rental Fees, not including hourly rate field, as set forth in Sarasota County School Board Rental Fee Chart, dated October 2016, as may be amended from time to time, attached hereto as "Exhibit B" and by this reference, incorporated herein.
- 5.1.6 In the event portable restrooms are necessary, the County shall be responsible for ordering the restrooms and for all costs associated with their use.

5.2. SCHOOL BOARD RESPONSIBILITIES.

- 5.2.1 The School Board shall be responsible for all repairs, improvements and maintenance related to the School Facilities and Amenities not otherwise specifically stated as the responsibility of the County in Section 5.1 of this Agreement.
- 5.2.2 Following an event in which the County Commission declares a state of emergency, the School Board shall notify the County when the School Facilities and Amenities are sufficiently restored so as to resume normal operations.
- 5.2.3 The School Board bears the responsibility of implementing all requirements of the American with Disabilities Act (ADA) as it pertains to School Facilities and Amenities. Any complaint received by the County in regard to ADA accessibility will be referred to the School Board liaison for action. The County accepts no liability in regard to ADA compliance.
- 5.2.4 The School Board shall provide, at its sole expense, all water (potable and irrigation), sewer and solid waste/recycling disposal services to the School Facilities and Amenities sufficient to enable the Organized Recreational Programs to conduct their activities. Nothing in this agreement will require the School Board to upgrade its current service levels.

SECTION 6. SHARED RESPONSIBILITIES.

- 6.1 As mutually determined to be necessary, the School Board and the County shall share equally costs for the Repair and Replacement of athletic field turf used by the Organized Recreational Programs pursuant to this Agreement. The School Board and County shall meet on an annual basis to discuss the needs in order to properly plan and budget for such improvements.
- 6.2 If the County desires to construct or install capital improvements at a School Facility, such construction, installation and the use of the improvements shall be subject of a separate interlocal agreement.

SECTION 7. REVENUES.

The County shall establish and be the recipient of any and all revenues generated by fees paid by the Organized Recreational Programs for use of School Facilities or Amenities. Such revenues may include, but are not limited to: permit fees, rentals, facility fees, concessions, maintenance fees, grants, donations and admissions. In establishing these fees, the County recognizes the importance of providing affordable recreational opportunities for all residents. Fees will, therefore, be kept at a level that encourages participation while maintaining cost effectiveness.

SECTION 8 - TERM OF AGREEMENT.

The term of this Agreement shall be for ten (10) years, commencing on the date of the last signatory hereto and shall be automatically renewed for two additional five (5) year terms unless terminated in writing by either party with 180 days' notice. Additionally, either party may terminate this agreement at any time, without cause, upon giving the other party 180 days written notice.

SECTION 9. INSURANCE AND INDEMNIFICATION.

School Board and the County agree to indemnify and save harmless the other party, its agents, officials and employees up to the limits set forth in Section 768.28, Florida Statutes against all injuries, deaths, losses, damage claim suits, liabilities, judgments, costs, attorney fees and expenses which may accrue against the other party as a consequence of the intentional or negligent acts of the indemnifying party's employees, agents, licensees or invitees at the School Facilities and Amenities. Provided, however, nothing contained in this Section shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either party under the Florida Constitution or general law. Further, the parties acknowledge that the County and the School Board are self-insured. In the event of any threatened or impending action that may give rise to a claim under the terms of this Section or suit or other proceedings, the party seeking indemnification for such claim must promptly give notice to the other party in writing by Certified Mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the indemnifying party. School Board agrees to maintain property insurance on all School Facilities and Amenities and to be financially

responsible for claims and costs related to damage caused by Vandalism to such facilities, open space and Amenities. This Section shall survive termination of this Agreement.

SECTION 10. DISPUTE RESOLUTION.

In the event of a dispute between the School Board and the County regarding any provision of this Agreement, the School Board Superintendent and the County Administrator or their representatives shall review such dispute and options for resolutions. Their decision shall be final. This same process shall be utilized when seeking clarification or interpretation of any provision in this Agreement. In the event the dispute is not resolved administratively, either party may take appropriate legal action. This section shall be the alternative dispute resolution to Section 164.1041, Florida Statutes.

SECTION 11. NOTICE.

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

SECTION 12. FORCE MAJEURE.

12.1 Except for any payment obligation by either party, if either the County or the School Board is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or the School Board to correct the adverse effect of such event of Force Majeure.

12.2 An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the County or the School Board from performing any of its obligations (other than the payment obligations) under this Agreement:

12.2.1 Strikes and work stoppages unless caused by a negligent act or omission of either party;

12.2.2 Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, explosions, landslides, earthquakes, epidemics, quarantine, pestilence and extremely abnormal and excessively inclement weather;

12.2.3 Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrection, riots, civil disturbances, or national or international calamities; and

12.2.4 Suspension, termination or interruption of utilities necessary to the performance of the obligation.

12.3 In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Agreement.

SECTION 13. REVISIONS TO FACILITY USE REQUEST FORM.

The Facility Use Request Agreement Form, attached hereto as Exhibit A, may be modified administratively in writing by the School Board Superintendent or designee and County Administrator or designee. This Agreement may be otherwise amended or modified only by an instrument of equal formality executed by the respective parties.

SECTION 14. REPEAL.

This Agreement shall supersede and cancel that certain Interlocal Agreement providing for scheduling of school facilities for Organized Recreational Programs, dated June 25, 1996, and any amendments thereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK.]

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: _____
Chairman

By: _____
Deputy Clerk

Date: _____

Approved as to form and correctness:

County Attorney

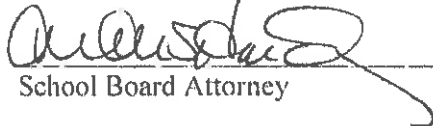
SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

ATTEST:

Clerk

By: _____
Chair

Approved as to form and correctness:


School Board Attorney

Date: _____

Exhibit A

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
FACILITIES SERVICES
7889 FRUITVILLE RD., SARASOTA, FL 34240
(941) 316-8143
SCHOOL FACILITY USE REQUEST

School Name: _____ Date(s) of Use: _____

Name of Organization Requesting Use: Sarasota County Parks, Recreation & Natural Resources

Field(s) Requested: _____

Building(s)/Room(s) Requested: _____

Start Time(s): _____ AM/PM End Times(s): _____ AM/PM

Facility/Field Request Area (Description):

Equipment Requested (Description):

Sarasota County Designee (Print)

Sarasota County Designee Signature

Date:

Principal or Designee Name (Print)

Principal or Designee Signature:

Date:

The School Board of Sarasota County, Florida, complies with State Statutes on Veterans' Preference and prohibits discrimination in its educational programs, services or activities, or employment conditions or practices on the basis of race, color, religion, gender, sexual orientation, age, ethnic or national origin, genetic information, marital status, qualified disability defined under the ADAAA, or on the basis of the use of a language other than English, except as provided by law. The School Board also ensures equal access to school facilities for the Boy Scouts of America and other patriotic youth groups.

EXHIBIT B

Sarasota County School Board Rental Fee Chart as of September 2016

<i>For Profit Organizations Category A</i>				<i>Non Profit Organizations Categories B,C,D</i>		
Space/area (minimum rental period is 1 hour)	Hourly Rate Fields (this portion stays at the school. Only charge ELECTRIC in next column if lights are used)	Hourly Rate ELECTRIC (this portion returned to the district)	Hourly Rate CHARGE (charge this to customer)	Hourly Rate Fields (this portion stays at the school. Only charge ELECTRIC in next column if lights are used)	Hourly Rate ELECTRIC (this portion returned to the district)	Hourly Rate CHARGE (charge this to customer)
Classroom		\$53.00	\$68.00		\$53.00	\$58.00
***Football stadium/soccer	\$60.00	\$43.00	\$60.00 or \$103.00	\$30.00	\$43.00	\$30.00 or \$73.00
***Baseball/softball	\$60.00	\$43.00	\$60.00 or \$103.00	\$30.00	\$43.00	\$30.00 or \$73.00
Track	\$30.00	\$43.00	\$30.00 or \$73.00	\$15.00	\$43.00	\$15.00 or \$58.00
Cafeteria		\$53.00	\$68.00		\$53.00	\$58.00
Computer lab		\$53.00	\$68.00		\$53.00	\$58.00
Gymnasium		\$53.00	\$68.00		\$53.00	\$58.00
Kitchen		\$53.00	\$68.00		\$53.00	\$58.00
Media Center		\$53.00	\$68.00		\$53.00	\$58.00
*Performing Arts		\$53.00	*\$53-\$150		\$53.00	*\$53-\$150
*Auditorium		\$53.00	*\$53-\$85		\$53.00	*\$53-\$85
Swimming Pool		\$10.00	\$25.00		\$10.00	\$15.00
Portable Classroom		\$10.00	\$25.00		\$10.00	\$15.00
Field Non Competition	\$15.00		\$15.00	\$5.00		\$10.00
**Parking lots	\$20-\$65	\$10.00	**\$20-\$75	\$20-\$65	\$10.00	**\$20-\$75

* For these spaces the school is responsible for selecting the appropriate rate. Minimum charge is 53/per hour

**Parking lots are only rented if they are the PRIMARY area for the rental ex. Car wash

*** If field marking is required additional charge is \$125 per event

Other Notes:

1. A 7% sales tax will be added to all contracts with organizations which cannot provide a tax exemption certificate.
2. Custodial fees for overtime or dedicated event services should be charged at a rate of \$40.00 per hour.
3. Food service personnel must be present if a kitchen is rented. They are charged at a rate of \$40.00 per hour.
4. Stage manager, sound technician or other personnel needed for auditorium or PAC center should be charged at a rate of \$40.00 per hour.
5. The site cost center head may determine security is necessary during an event. School Board security monitors should be charged at a rate of \$40.00 per hour.