



**TO:** Sarasota County School Board  
Todd Bowden, PhD, Superintendent

**THROUGH:** Scott Lempe, Deputy Superintendent

**FROM:** Kathie Ebaugh, AICP, Planning Director

**DATE:** March 7, 2017

**RE:** Parks Interlocal Agreement with Sarasota County Board of Commissioners

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At this afternoon's Sarasota County School Board meeting, you will be asked to approve a new Parks Interlocal Agreement (ILA). Prior to that meeting, staff wanted to give you an opportunity to review this new agreement and assess how it changes the existing agreement.

#### **Background**

In 1996, Sarasota County School District and Sarasota County Board of County Commissioners entered into an interlocal agreement which enabled the campuses of Sarasota Middle, Pineview, Booker Middle, and Venice Middle to be used for park and recreation purposes. While the agreement provided a foundation for shared facility use, the limited scope of the agreement has limited its use.

After an extensive review and evaluation of the existing agreement, staff determined that rather than amending the original agreement, it would be better to write a new agreement to replace the 1996 ILA.

Recognizing that school fields and facilities may provide the greater Sarasota County a great recreational and sports resource for our kids and all county residents, staff has sought to amend this agreement in order to achieve the following objectives:

1. Enable greater opportunities to use school facilities and fields for sport and recreational purposes;
2. Provide greater flexibility and availability to school campuses, not just the four specifically identified in the previous agreement;
3. Establish a well-defined and easily implemented way for sport leagues to have access to school facilities through the same public entity that currently maintains and manages public sport facilities and fields, namely Sarasota County Parks, Recreation and Natural Resources; ;
4. Ensure that school facilities that are used for sport and recreational purposes are maintained appropriately; and
5. Establish a framework for the joint use, maintenance, and management of school facilities as recreational and sport venues between Sarasota County Parks, Recreation and Natural Resources and Sarasota County Schools.

After two years of work having worked on a new agreement that meets these objectives, staff is pleased to present a new Parks Interlocal Agreement for your consideration.

## Summary of New Parks ILA

In order to better serve the community and maximize the potential capacity of athletic fields space and amenities within the County, staff have worked closely with School Board staff in the development of this new Interlocal Agreement. The agreement provides opportunities for Organized Recreational Programs to access School facilities and amenities throughout Sarasota County and contains the following key provisions:

1. The term of the Agreement is 10 years and shall be automatically renewed for two additional five-year terms unless terminated in writing by either party within 180 days of notice.
2. The County will have the right to issue permits to Organized Recreational Programs for use of the school facilities and/or amenities in an effort to meet the needs of the unincorporated County areas. The County may charge fees to the permitted organizations and will be the recipient of all revenues generated. The County will. In establishing the fees, the county recognizes the importance of providing affordable recreational opportunities for all residents.
3. The District Schools will have first priority for use of their respective school facilities and amenities, and the Designated School District Representative, typically the Principal, will have absolute discretion whether any request is approved.
4. The County may request use of the school facilities and the amenities at a District School Monday through Friday after 6:00 p.m. during the school year and at any time during scheduled school breaks, weekends and holidays. School facilities and amenities may be available prior to 6 p.m. on a case-by-case basis with approval. At all times, the decision of whether to allow use of school facilities is the discretion of the District.
5. All permits issued by the County for use of the school facilities and amenities shall include a statement that all users must comply with school regulations including:
  - Prohibiting alcohol, smoking and drugs on school property;
  - Prohibiting against conducting activities on school property during rain or other inclement weather;
  - Requiring that parking / driving takes place only in designated roadways and parking areas; and
  - Requiring the permittee to obtain proper insurance and that they indemnify the County and School Board.

## County Responsibilities under ILA:

1. On non-high school athletic fields, the County will be responsible for mowing and maintenance beyond School District service level.
2. The County will have the responsibility for ensuring the restroom facilities are cleaned and maintained at the designated District School(s) beyond the School District service level following each use by the County or its permittees.
3. Trash must be picked up and disposed properly after County use.
4. The County will be responsible for the repair and replacement of all school property damaged during use by County-organized recreational programs.
5. The County will not have to pay rent but will pay the designated school facility fees (electricity use, for example) as set forth in Sarasota County School Board Rental Fee Chart dated September 2016, which is Exhibit B in the agreement.

6. In the event portable restrooms are necessary, the County will be responsible for ordering the restrooms and for all costs associated with their use.

**School Board Responsibilities under Parks ILA:**

1. The School Board will 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.
2. Following any 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 to normal condition so as to resume use by County-organized recreational programs.
3. The School Board will provide all water (potable or irrigation), sewer and solid waste/recycling disposal services to the school facilities and amenities sufficient to enable County-organized recreation programs to conduct their activities.

**Shared County and School Board Responsibilities under Parks ILA:**

1. The School Board and the County will share equally the costs for the repair and replacement of turf on athletic fields used by the organized recreational programs. The School Board and County staff will meet on an annual basis to discuss the needs in order to properly plan and budget for such improvements.
2. If the County desires to construct or install capital improvements at a school facility, the construction, installation and the use of the improvements shall be subject to a separate interlocal agreement.

**Document Materials:**

1. The new Parks Interlocal Agreement.
2. The existing 1996 Parks Interlocal Agreement.
3. A summary that explains the differences between the two agreements.



**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:

Date: \_\_\_\_\_

\_\_\_\_\_  
School Board Attorney

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 ADA, 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

Space/area (minimum rental period is 1 hour)	For Profit Organizations Category A			Non Profit Organizations Categories B,C,D		
	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.

CONTRACT NO. 96-281  
BCC APPROVED 6/25/96

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of JUNE, 1996, by and between Sarasota County, a political subdivision of the State of Florida (the "County") and The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "School Board").

W I T N E S S E T H:

WHEREAS, the School Board and the County are desirous of entering into a joint agreement in accordance with Chapter 163, Florida Statutes, to share school athletic facilities (the "Facilities") for Sarasota County Athletic Organizations (the "Athletic Organizations"); and

WHEREAS, the County is desirous of handling the scheduling of the Facilities for the Athletic Organizations; and

WHEREAS, the County has the authority pursuant to the provisions of Section 125.01(p), Florida Statutes, to enter into agreements with other governmental agencies; and

WHEREAS, the School Board has the authority pursuant to the provisions of Section 230.23(4)(j), Florida Statutes, to enter into agreements with other governmental agencies; and

WHEREAS, the County, pursuant to its Comprehensive Plan, has established Recreation Level of Service (LOS) standards which the County intends to meet, in part, through the joint use of the Facilities located at the schools listed in Exhibit "A," attached hereto.

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

1. Under the terms and conditions stated herein, the School Board agrees to permit the Athletic Organizations to utilize the Facilities of the schools listed in Exhibit "A" and to allow the County to handle the scheduling for such utilization by the Athletic Organizations.

2. The School Board and the County hereby agree to the following priorities in usage for the Facilities:

A. Sarasota County students shall have priority during school hours of the respective schools listed in Exhibit "A" (Monday through Friday) and other predesignated hours as established by the School Board in a notice given two (2) weeks in advance to the County on the School Board's E-mail Computer Scheduling System.

B. Any and all notices given by one party pursuant to the terms of this Agreement shall, in addition to paragraph 2.A., be put in writing and delivered to the other party. Notwithstanding the foregoing, notice via E-mail constitutes actual notice. The addresses of the parties are as follows:

The County: County Administrator  
1660 Ringling Boulevard, 2nd Floor  
Sarasota, FL 34236

The School Board: Superintendent  
The School Board of Sarasota  
County, Florida  
1960 Landings Boulevard  
Sarasota, FL 34231-3331

C. The Athletic Organizations shall have use of the Facilities after school hours, Monday through Friday, and all reasonable hours on the weekends and holidays, unless the School Board has established predesignated hours for use of the Facilities during such times, and has given notice as required by paragraph 2.A.

3. Each of the schools listed in Exhibit "A" will appoint a representative and the County shall appoint a representative from the County Parks & Recreation Department to meet when necessary to further establish and coordinate usage of the Facilities.

4. At those Facilities where restrooms are available, the County shall provide staff to monitor and supply the restrooms during the times for which the County has scheduled the Facilities to be used by the Athletic Organizations.

5. The County will work with the Athletic Organizations to establish the responsibility for repair and replacement of all items and equipment damaged or destroyed by fire, theft, vandalism or other casualty during the Athletic Organizations' usage time. The School Board shall be responsible for mowing and general upkeep of the playing fields including maintenance of existing irrigation systems.

6. The parties agree that, as between the parties, responsibility for claims for damages for personal injuries or property damage shall be based on which party has control of the Facilities at the time of the incident giving rise to the claim. Control shall be established by the schedule of operation as modified by any predesignated hours for school use, as provided for in Paragraph 2. Notwithstanding the above, the County hereby agrees, to the extent permissible under Section 768.28, Florida



Statutes, to defend, indemnify and hold harmless the School Board from and against any and all claims, demands, and actions, including all expenses and attorney's fees, arising or growing out of the County's use of the Facilities provided that any such claim, demand, and action is caused by the negligent act or omission of the County, its agents, employees, licensees or invitees.

7. Prior to being granted permission to use the Facilities, the Athletic Organizations shall submit proof of insurance, and agree to defend, indemnify and hold harmless the County and the School Board against any claims, demands and actions. As the scheduling entity, the County shall require the Athletic Organizations to execute the School Board's agreement for use of buildings and grounds attached hereto as Exhibit "B" prior to the use of the Facilities.

8. The County shall consider its usage of the Facilities in determining if the Recreational Level of Service (LOS) standards established in Apoxsee, the Revised and Updated Sarasota County Comprehensive Plan, have been achieved.

9. This Agreement may be terminated by either party upon sixty (60) days written notice of termination to the other party.

10. This Agreement represents the entire agreement of the parties hereto and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing and signed by the parties.

11. A fully executed copy of this Agreement shall be filed with the Clerk of the Circuit Court for Sarasota County.

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

DOCUMENT APPROVED FOR  
LEGAL CONTENT:

BY: JAM 5-23-96  
Matthews, Hutton & Eastmoore  
General Counsel for the School  
Board of Sarasota County, Florida

THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

BY: Caroline G. Zuckey  
Caroline G. Zuckey, Chair

ATTEST:  
KAREN E. RUSHING, CLERK

BY: Jan W. Owens  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: Eugene A. Matthews  
Eugene A. Matthews, Chair

APPROVED AS TO FORM AND EXECUTION:

BY: \_\_\_\_\_  
Attorney for Sarasota County  
Board of County Commissioners



APPROVED AS TO FORM AND CORRECTNESS  
[Signature]  
COUNTY ATTORNEY [Signature]

**EXHIBIT "A"**

**SCHOOLS TO BEGIN IN 1996**

Sarasota Middle School  
Pine View School  
Booker Middle School  
Venice Area Middle School

**SCHOOLS TO BE IMPLEMENTED IN THE FUTURE**

Alta Vista Elementary School  
Ashton Elementary School  
Emma E. Booker Elementary School  
Brentwood Elementary School  
Englewood Elementary School  
Fruitville Elementary School  
Garden Elementary School  
Gocio Elementary School  
Gulf Gate Elementary School  
Lakeview Elementary School  
Oak Park School  
Nokomis Elementary School  
North Port Glenallen Elementary School  
North Port Toledo Elementary School  
Phillippi Shores Elementary School  
Southside Elementary School  
Taylor Ranch Elementary School  
Tuttle Elementary School  
Venice Elementary School  
Wilkinson Elementary School  
Brookside Middle School  
Laurel Middle School  
McIntosh Middle School

**EXHIBIT "B"**  
**RELEASE AND INDEMNIFICATION FOR USE OF**  
**BUILDING AND/OR GROUNDS OWNED BY**  
**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

This Release and Indemnification is executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ (the "Athletic  
Organization").

**R E C I T A L S:**

1. The School Board of Sarasota County, Florida (the "School Board") wishes to allow reasonable access and use of its school athletic facilities when such use is not in conflict with the School Board's primary educational goals.

2. The School Board and Sarasota County (the "County") have entered into an interlocal agreement for the sharing of school athletic facilities; whereas, under the interlocal agreement the County is responsible for scheduling the use of the School Board's athletic facilities.

3. The Athletic Organization, whose principal place of business is located at \_\_\_\_\_,  
\_\_\_\_\_, Florida, wishes to use the athletic facilities of \_\_\_\_\_,  
(Facility Name)  
as more particularly described on Exhibit "1" attached hereto, for the purpose of \_\_\_\_\_ for the period from \_\_\_\_\_, 19\_\_\_\_, through \_\_\_\_\_, 19\_\_\_\_, during the hours of \_\_\_\_\_.

4. The Athletic Organization acknowledges that the School Board allows, via scheduling through the County, the use of the athletic facilities designated herein subject to the requirements set forth in the School Board Rules and specifically Rule 6.501 (a copy of which is attached hereto as Exhibit "2").

5. The Athletic Organization acknowledges that neither the School Board nor the County make any warranties, either specified or implied, as to the appropriateness or suitability of the athletic facilities designated herein for use intended by the Athletic Organization.

6. The Athletic Organization agrees to pay any and all fees for use of the athletic facilities designated herein in the amount and manner specified in School Board Rule 6.501(3).

7. The Athletic Organization agrees to affirmatively disclaim any affiliation with the School Board or the County in any print materials distributed in connection with its use of the athletic facilities designated herein.

8. The Athletic Organization agrees to abide by all laws and codes of conduct established by the State of Florida and the School Board respectively.

9. The Athletic Organization agrees to provide the School Board through the County with proof of general liability and/or special events insurance coverage with a minimum single limit of \$200,000.00. All insurance certificates shall be endorsed to include the School Board and the County as "additional insureds." A certificate evidencing such coverage shall be required prior to any use of the athletic facilities.

10. The Athletic Organization agrees to release, indemnify and save the School Board and the County harmless from and against any and all liability and costs arising from injury to persons or property arising out of the Athletic Organization's use of the athletic facilities. The Athletic Organization shall pay for attorneys fees incurred by the School Board of the County in the defense of any and all actions, suits or proceedings which may be brought against the School Board or the County, or in which the School Board or the County may be impleaded or joined with others as a result of the Athletic Organization's use of the athletic facilities designated herein, and shall satisfy, pay and discharge any and all such judgments, orders and decrees that may be recovered against Athletic Organization or the School Board or the County, in any such action or proceedings.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_

BY: \_\_\_\_\_

Its: \_\_\_\_\_

"ATHLETIC ORGANIZATION"

Key Provisions in Interlocal Agreement	Proposed 2017 Interlocal Agreement	1996 Interlocal Agreement
School Board has first priority use of school facility	Yes	Yes
County has access to school facilities Mon. - Fri. after 6pm during school year and also in the daytime on school breaks, weekends and holidays	Yes	Yes
Makes school facility use by Organized Recreational Programs possible throughout the County at the discretion of the Designated School District Representative, typically the school's principal	Yes, Countywide	Only at Sarasota Middle, Pineview, Booker Middle and Venice Middle, lists 23 others for the future
Establishes process for County to submit a School Facility Use Request Form to request use for an Organized Recreation Program.	Yes	No official form; email sufficient
Minimum notice of request for use	one month	two weeks
Prohibits outdoor recreation at school facilities during rain.	Yes	Not addressed in document
Requires County to include in permits to Organized Recreation Programs a statement that all users must comply with School Board regulations.	Yes	Requires representative of Organized Recreation Program to sign 3-page form including compliance with regulations.
Defines County responsibility for mowing and maintenance of school fields used by County beyond the School District's level of service.	Yes	States School Board has responsibility for mowing and upkeep of the playing fields.
Defines County responsibility for cleaning school restrooms used by County beyond the School District's level of service.	Yes	States "County shall provide staff to monitor and supply the restrooms during times used by athletic organizations"
Defines County responsibility to properly dispose of trash following use of school facilities.	Yes	Not addressed in document
Establishes County responsibility for repair of damage as a result of use by an Organized Recreation Program.	Yes	Yes
Provides School Board Rental Fee Chart to establish costs for use of school facilities.	Yes	Not an exhibit but referred to in agreement
Requires County responsible to arrange and pay for portable restrooms, if needed.	Yes	Not addressed in document
Designates School Board responsibility for implementing requirements of the Americans with Disabilities Act as it pertains to school facilities and amenities.	Yes	Not addressed in document
Designates School Board responsibility for providing all water (potable and irrigation), sewer and solid waste/recycling disposal services to the school facilities sufficient to enable Organized Recreational Programs to conduct their activities.	Yes	Not addressed in document
Establishes that the School Board and the County will share equally the costs for repair and replacement of athletic field turf used by the Organized Recreational Programs.	Yes	No
Provides for an annual meeting of the School Board staff and County staff to discuss needs and plan and budget for improvements.	Yes	Indicates School Board staff and County staff will "meet when necessary"
Indicates County may charge fees to Organized Recreational Programs and will be the recipient of all revenues generated.	Yes	Not addressed in document
Term of Agreement	Ten Years with two additional 5-year terms	Open-ended with termination by either party with 60 days notice

