

**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”).

**WITNESSETH:**

**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 and green space around 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; 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. **Recitals.** The above recitals are true and correct and by this reference are incorporated herein
2. **Term.** Subject to the provisions of this Agreement, the County shall have the right to issue permits to organized youth athletic programs for use of the Middle School Playing Field plus the restrooms and parking area (the “Amenities”) on the Middle School Property, as more particularly described on Exhibit “A”, attached hereto and incorporated herein, for a four-month period, commencing on the date of the last signatory hereto. If the condition of the field diminishes significantly, as determined by the School Board, this Agreement may be terminated at the School Board’s sole discretion by written notice to the County and the County shall return the field to the condition it was in on September 1, 2015. This Agreement may be renewed/extended by mutual written agreement of the parties.

3. **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 6:00 p.m. Monday through Friday. The School Board agrees to share with the County the School Board monthly events calendar no later than the first day of the prior month to assist in scheduling use of the facilities.
- b. The County shall have use of the Middle School Playing Field and the Amenities Monday through Friday after 6:00 p.m. while school is in session; during scheduled school breaks; weekends and holidays, unless the County's representative is provided five (5) days' notice from the School Board's representative that the Middle School Playing Field is needed for school activities during that timeframe.
- c. No athletic practice activities or athletic games shall be conducted on the Middle School Playing Field during the rain. The County shall advise all users of the Middle School Playing Field and Amenities that such use shall cease when it starts to rain or there is any indication of inclement weather, thunder or lightening detected in the area. All players, spectators, volunteers and County personnel shall leave the Middle School Property.
- d. All permits issued by the County for use of the Middle School Property shall contain: (i) a statement that all users of the Middle School Playing Field and Amenities must comply with School Board regulations, including the prohibition against smoking on the Middle School Property and conducting activities on the Middle School Property during rain or other inclement weather; (ii) a statement that no parking or driving is allowed on the grass or asphalt track; 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 insureds.
- e. 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.

4. **Maintenance Responsibilities.**

- a. County responsibilities:
  - (1) Throughout the term of this Agreement, the County shall be responsible for mowing, providing ant treatment (per county Integrated Pest Management Program) and sod maintenance leveling (filling in the holes) of 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 September 1, 2015. Provided, however, if damage to the Middle School 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 Middle School Playing Field to its prior condition.

- (2) The County shall have the responsibility for custodial support/cleaning of the restroom facilities depicted on Exhibit A on weekends and holidays following each use by the County or its permittees. The School Board shall perform all custodial support/cleaning on school days.
- (3) Following every County-permitted use, the County shall ensure that all trash related to the use is picked up and properly disposed.

b. School Board responsibilities:

The School Board shall be responsible for all other repairs, improvements and maintenance related to the Middle School Playing Field and the Amenities.

- 5. **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.
- 6. **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:

<u>County:</u>	<u>School Board:</u>
County Administrator	Superintendent
Sarasota County Government	The Sarasota County School Board
1660 Ringling Boulevard	1960 Landings Boulevard
Sarasota, Florida 34236	Sarasota, Florida 34231

- 7. **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: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Deputy Clerk

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

Approved as to form and correctness:  
\_\_\_\_\_  
County Attorney

ATTEST:  
\_\_\_\_\_  
Clerk

SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA

By: \_\_\_\_\_  
Chair

Approved as to form and correctness:  
\_\_\_\_\_  
School Board Attorney

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

