

**INTERLOCAL AGREEMENT
FOR CONSTRUCTION AND USE OF MULTI-PURPOSE FIELD AND
SUPPORTING FACILITIES AT OAK PARK SCHOOL**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into in duplicate this ____ day of _____, 2024, by and between the School Board of Sarasota, County, Florida, a body corporate under the laws of the State of Florida, (“School Board”) and Sarasota County, Florida, a political subdivision of the State of Florida (“County”).

W I T N E S S E T H:

WHEREAS, the School Board owns certain property located at 7285 Hand Road, Sarasota, Florida, designated as the Oak Park School; and

WHEREAS, the School Board and the County are mutually interested in providing and making available school facilities and amenities that are available pursuant to the provisions of this Agreement; and

WHEREAS, the County desires to have available a lighted multi-purpose field, restrooms, signage, and parking on the campus of Oak Park School for use by County residents; and

WHEREAS, the School Board also desires to have the use of the multi-purpose field and supporting facilities at Oak Park School; and

WHEREAS, the parties have discussed their respective needs and the prospective usage of such facilities and believe that it would be more economical and beneficial to the taxpayers of Sarasota County to collaborate on the location, construction and future usage of such facilities; and

WHEREAS, the parties are now desirous of entering into an agreement for the joint design, construction, maintenance and use of multi-purpose field and supporting facilities to be constructed by the School Board on its property at Oak Park School; and

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

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

1. **Recitals.** The above recitals are true and correct and by this reference, are incorporated herein.
2. **Term.** This Agreement shall commence upon execution by the parties and recording in the manner provided by law. Subject to the provisions of this Agreement, the County shall have the right to use the facilities detailed in Section 3

in accordance with the provisions of this Agreement for a period of thirty (30) years from the date of completion unless terminated earlier as provided herein. The County or School Board may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

Notwithstanding any other provision of this Agreement, after June 1, 2035, either party may terminate this agreement without cause by notifying the other party in writing of its desire to terminate, with a minimum of 12 months' notice.

3. **Joint Design and Development of Athletic Facilities.**

- a. The School Board shall, with the County's input, design and construct on the campus of Oak Park School (1) one multi-purpose field with Musco lighting, (2) restrooms, (3) appropriate signage, and (4) security fencing as depicted on Exhibit "A" attached hereto and incorporated herein. The County shall reimburse the School Board for all fees incurred by the School Board in connection with the design, any modifications to the design that are requested by the County, and construction of these facilities which exceeds the School Board standard of design and construction up to a maximum of \$500,000. Payment shall be processed by the County within thirty (30) days of the School Board providing an invoice for such fees and costs to the County.
- b. The County and School Board agree that the design specification for the facilities must be acceptable to all appropriate governmental entities including the County and School Board.
- c. The County and School Board agree that the actual construction of the facilities shall be under the supervision, direction, and inspection of the School Board, and the School Board shall pay any costs incurred for same, including but not limited to any and all permitting and inspection fees.

4. **Usage and Scheduling.** Upon completion of construction of the facilities, the County and School Board agree to the following priorities and scheduling for usage of the facilities:

- a. The School Board shall have the priority use of the facilities when school is in session during normal school hours.
- b. The County shall have the priority use of the facilities when school is not in session including scheduled vacation breaks, after school hours, weekends, and holidays.
- c. The County and School Board shall each designate a representative to coordinate use of the facilities outside the above mentioned prioritized times.

5. **Revenues.** The County shall establish and be the recipient of any and all revenues generated by fees paid through third party usage of the lighted multi-purpose field at Oak Park School. Such revenues may include, but are not limited to: permit fees,

rentals, facility fees, maintenance fees, grants, donations and admissions. The County shall have the sole discretion to decide how the revenue is spent.

6. Maintenance Responsibilities.

a. County Responsibilities.

- (1) Throughout the term of this Agreement, the County shall be responsible for maintaining the facilities in good condition and repair, including keeping the facilities in a clean, sanitary and safe condition. The County also agrees it shall be solely responsible for the payment of all charges and costs for electricity, water, and any other utilities associated with its use of this facility when separate meters have been established.
- (2) General maintenance activities to be completed by the County include:
 - a. Custodial services in the restrooms on a regular basis to include restocking of soap and paper based on third party reservations
 - b. Trash pickup and removal from field areas
 - c. Painting of any required striping on fields
 - d. Repairs to field turf
 - e. Repairs to restroom facilities including lights, partitions, sinks, toilets and associated fixtures and exhaust fans
 - f. Repairs/required maintenance to exterior of restroom building

b. School Board Responsibilities.

- (1) General maintenance activities to be completed by the School Board include:
 - a. Custodial services in the restrooms following a major event (e.g., Field Day) or school function
 - b. Trash pickup and removal from field areas following a major event or school function
- (2) Repairs to fire alarm system for restrooms
- (3) Ongoing maintenance in accordance with manufacturer's recommendations for the track
- (4) Ongoing maintenance of the gates and fencing on the site
- (5) Ongoing maintenance associated with the security systems on the site

7. Capital Repairs or Replacements. Capital Repairs or Replacements are defined as replacement or refurbishment of existing facilities as a result of any damage, destruction, ordinary wear and tear or functional obsolescence and that extend the life expectancy of an improvement for five years or more and maintain the overall functioning of the facility/system at the level of original design. The following Capital Repair or Replacement activities are the responsibility of each party as described below:

a. County Responsibilities.

- (1) All repairs and replacements for the multi-purpose field in accordance with the manufacturer's recommendations
- (2) All repairs and replacement for the lights associated with the multi-purpose field

b. School Board Responsibilities:

- (1) All repairs and replacements for the track in accordance with manufacturer's recommendations
- (2) All repairs and replacement for the gates and fencing on the site
- (3) All repairs and replacement associated with the security systems on the site

c. Shared Responsibilities.

- (1) All repairs and replacement for the restroom building including exterior components and bathroom fixtures and fittings

8. **Insurance.** The County and the School Board agree to maintain liability insurance coverage for the duration of the Agreement and the County and School Board recognize that both are self-insured for all liability claims and related expenses pursuant to the provisions of Section 768.28, Florida Statutes. The County and School Board agree to maintain property insurance for all perils including named storms on the Oak Park multi-purpose field and related facilities. The terms of this Section shall survive termination of this Agreement.
9. **Indemnification.** The parties agree that, as between them, responsibility for claims, damages, personal injuries or property damage shall be determined by which party has control of the facilities at the time of the incident giving rise to claim. Control shall be established by the schedule of operation and use as modified by any predesignated hours for school use, as provided for in Section 4 above. Accordingly, to the extent permitted by law, the County shall indemnify and hold harmless the School Board from and against any and all liabilities, claims, demands, suits, cause of action, losses and expenses including attorney's fees arising or growing out of its use up to the maximum limits provided by Section 768.28, Florida Statutes. The School Board, to the extent permitted by law, shall indemnify and hold harmless the County from and against any and all liabilities, claims, demands, suits, cause of action, losses and expenses including attorney's fees, arising or growing out of its use of or maintenance of the facilities. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of either the County or School Board or to affect, limit or reduce the protection afforded either governmental entity under the provisions of Florida law. 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. The terms of this Section shall survive the termination of this Agreement.

10. **Disaster Recovery.** Following an event in which the County Commission declares a state of emergency, the School Board shall be responsible for the inspection, repairs and debris removal at the subject lighted multi-purpose field and supporting facilities at Oak Park School and any claims associated therewith. To the extent available, County staff shall assist School Board staff in performing the inspections. The School Board shall notify the County when the facilities are sufficiently restored so as to resume normal operations.

11. **Force Majeure.** Except for any payment obligation by either party, if either the County or 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 School Board to correct the adverse effects of such event of Force Majeure. 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 payment obligations) under this Agreement:
 - a. Strikes and work stoppages unless caused by a negligent act or omission of either party;
 - b. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, explosions, landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;
 - c. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrection, riots, civil disturbances, or national or international calamities; and
 - d. Suspension, termination or interruption of utilities necessary to the performance of the obligation.

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 written 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.

12. **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

13. **Entire Agreement.** This Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other Agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality executed by the respective parties.
14. **Filing.** This Agreement shall be filed with the Clerk of the Circuit Court of Sarasota County.

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.

**THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA**

ATTEST:

By: _____
Karen Rose, Chair

By: _____
Terrence Connor, Superintendent

Approved as to Form and Legal Content
by Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM
Date: June 17, 2024

SARASOTA COUNTY

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
KAREN E. RUSHING,
Clerk of the Circuit Court
And Ex Officio Clerk of the
Board of County Commissioners
of Sarasota County, Florida

APPROVED AS TO FORM AND CORRECTNESS:

County Attorney