

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PORT ST. LUCIE AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF ST. LUCIE COUNTY AND THE CITY OF PORT ST. LUCIE FOR MUTUAL UTILIZATION OF THEIR RESPECTIVE FACILITIES FOR THE BENEFIT OF THE GENERAL PUBLIC; PROVIDING AND EFFECTIVE DATE

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WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their respective powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, both the School Board and the City own and operate various recreational facilities in St. Lucie County, such as gymnasiums, playgrounds, pools, athletics fields, and recreational areas for the benefit of the general public; and

WHEREAS, both the School Board and the City recognize the need, on occasion, for both parties to utilize the facilities of the other and thereby prevent unwarranted duplication of certain type of facilities; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie, Florida:

Section 1. The Mayor is authorized to execute the attached Interlocal Agreement for Mutual Use of Facilities on behalf of the City of Port St. Lucie.

Section 2. The City Clerk of the City of Port St. Lucie is hereby directed to send copies of this Resolution to the St. Lucie County School Board and all other persons as directed by the Mayor and the City Council.

Section 3. This Resolution shall become effective immediately upon its adoption.

RESOLUTION NO. 12-R119

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 13<sup>th</sup> day of November, 2012.

CITY COUNCIL  
CITY OF PORT ST. LUCIE

By: \_\_\_\_\_  
JoAnn M. Faiella, Mayor

ATTEST:

\_\_\_\_\_  
Karen A. Phillips, City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Roger G. Orr, City Attorney

INTERLOCAL AGREEMENT FOR MUTUAL USE OF FACILITIES

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA, hereinafter referred to as the "School", and the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida hereinafter referred to as the "City".

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their respective powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, both the School and the City own and operate various recreational facilities in St. Lucie County, such as gymnasiums, playgrounds, pools, athletics fields, and recreational areas for the benefit of the general public; and

WHEREAS, both the School and the City recognize the need, on occasion, for both parties to utilize the facilities of the other and thereby prevent unwarranted duplication of certain type of facilities; and

WHEREAS, the City and School Board previously entered into an Interlocal Agreement for the same purposes on October 8, 1991. This Agreement supersedes and replaces all prior agreements regarding this subject matter.

IN CONSIDERATION OF THE MUTUAL BENEFITS RECEIVED BY EACH PARTY, the parties hereto mutually agree as follows:

1. MUTUAL USE OF FACILITIES: Each party agrees to permit the other, according to the procedures and conditions set forth in this agreement, to use its

outdoor and indoor facilities, without charge or at the option of the facility owner, upon payment by the requesting party of direct operating costs (including but not limited to personnel, supplies, and utilities). Notice of assessment and the amount of such costs shall be provided to the requesting party prior to the use of the facilities.

The City and School will each make available for the use of one another's functions their certain respective properties or parts of such properties, which may include both structures and land area, upon the City requesting in writing to the Superintendent of Schools, and the School in writing to the City Manager, the scheduled times for the desired use of the particular facility. In the scheduling of events, City activities shall have first priority use of City facilities, and the School events and programs shall have second. In the scheduling of events, the School activities shall have first priority of School facilities, and the City events and programs shall have second. The City shall, upon concurrence of the Superintendent, contact the principal or athletic director, and the School shall, upon concurrence of the City Manager or his designee, contact the Parks and Recreation Director, to coordinate usage of each property.

2. PROCEDURES FOR REQUESTING USE OF FACILITY: All requests for facility use made by the City or the School shall be initiated by a staff member stating the proposed use of the facility. All requests shall be directed through the applicable agency. All facility use requests shall be evaluated according to the standards set forth in this agreement. Usage shall be contingent upon approval of the request.

3. ADEQUATE SUPERVISION: The party using the facility of the other agrees to provide adequate supervision at all times. If swimming pools are used, either agency is required to provide the agency in charge of such facility supervisors certified in lifesaving.

4. MANNER OF USE AND CLEAN-UP: Both parties agree to use the facilities and equipment of the other to the extent and degree, and in the manner intended for the particular facility or equipment and further, agree to leave such facilities or equipment in a clean and orderly condition upon leaving the facility. A

clean-up fee may be charged for use of facility upon notification of such fee by the requesting agency.

5. **DAMAGES TO FACILITIES:** The City agrees to be responsible for damages to the School's facilities occurring during the periods the facilities are used by the City. The School agrees to be responsible for damages to the City's facilities occurring during the periods the facilities are used by the School. The owner of the respective facility shall cause such repairs to be made as necessary to correct the damage and shall submit an itemized invoice to the respective agency for damage incurred during that agency's use of the facility. Except for emergencies, the parties shall consult prior to doing the work and the party paying for the repairs shall be given a reasonable opportunity to do or have any necessary work done.

6. **IMDEMNIFICATION:** The School shall and will indemnify and hold the City harmless from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceeding, actions, and costs of action, including attorney's fees of any kind and nature arising or growing out of or in any way connected with the School's use, occupation, management, or control of the City's facilities by the School or its agents, servants, employees, customers, patrons, or invitees, whether on the City facilities or surrounding area, or resulting from injury to person or property, or loss of life or property of any kind or nature whatsoever sustained during the School's use of City's facilities. The School's indemnification is subject to the limitations set out in Section 768.28, Florida Statutes.

7. **EFFECTIVENESS:** This Agreement shall be effective upon filing with Clerk of the Circuit Court of St. Lucie County, Florida, in accordance with Section 163.01(11), Florida Statutes.

8. **TERMINATION:** Either party may terminate this agreement without cause upon ninety (90) day's written notice to the other. Notice pursuant to this agreement shall be given in writing as follows:

Port St. Lucie: City Manager  
City of Port St. Lucie  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984

Copies to: City Attorney  
City of Port St. Lucie  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984

School Board: Superintendent  
School Board of St. Lucie County  
2909 Delaware Avenue  
Fort Pierce, Florida 34950

Copies to: Daniel B. Harrell  
School Board of St. Lucie County  
General Counsel  
2909 Delaware Avenue  
Fort Pierce, Florida 34950

9. **NONDISCRIMINATION:** Both parties to this Agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex, or marital status in the use of facilities pursuant to this Agreement.

10. **FURTHER DOCUMENTS:** Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

11. **CAPTIONS:** Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereof.

12. **SEVERABILITY:** Each provision of this agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

13. GOVERNING LAW: This Agreement and the rights of the partners shall be governed by and construed or enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Parties as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

CITY OF PORT ST. LUCIE,  
FLORIDA:

\_\_\_\_\_  
Karen A. Phillips, City Clerk

\_\_\_\_\_  
Joann M. Faiella, Mayor

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
Stefanie Beskovoyne,  
Assistant City Attorney

ATTEST:

ST. LUCIE COUNTY SCHOOL BOARD

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Judi Miller, Chairman

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
Daniel B. Harrell, General Counsel  
St. Lucie County School Board

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this Oct 9 day of October, 1991, between THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA, hereinafter referred to as the "SCHOOL", and THE CITY OF PORT ST. LUCIE, FLORIDA, hereinafter referred to as the "CITY".

Both the School and the City own and operate various recreational facilities in St. Lucie County, such as gymnasiums, playgrounds, pools, athletic fields, and recreational areas for the benefit of the general public.

Both the School and the City recognize the need, on occasion, for both parties to utilize the facilities of the other and thereby prevent unwarranted duplication of certain types of facilities.

IN CONSIDERATION OF THE MUTUAL BENEFITS RECEIVED BY EACH PARTY, the parties hereto mutually agree as follows:

1. MUTUAL USE OF FACILITIES: Each party agrees to permit the other, according to the procedures and conditions set forth in this agreement, to use its outdoor and indoor facilities, without charge or at the option of the facility owner, upon payment by the requesting party of direct operating costs (including but not limited to personnel, supplies, and utilities). Notice of assessment and the amount of such costs shall be provided to the requesting party prior to the use of the facilities.

"The City and School will each make available for the use of one another's functions their certain respective properties or parts of such properties, which may include both structures and land area, upon the City requesting in writing to the

Superintendent of Schools, and the School in writing to the City Manager, the scheduled times for the desired use of the particular facility. In the scheduling of events, City activities shall have first priority use of City facilities, and the School events and programs shall have second. In the scheduling of events, the School activities shall have first priority of School facilities, and the City events and programs shall have second. The City shall, upon concurrence of the Superintendent, contact the principal or athletic director, and the School shall, upon concurrence of the City Manager, contact the Parks and Recreation Director, to coordinate usage of each property."

2. PROCEDURES FOR REQUESTING USE OF FACILITY: All requests for facility use made by the City or the School shall be initiated by a staff member stating the proposed use of the facility. All requests shall be directed through the applicable agency. All facility use requests shall be evaluated according to the standards set forth in this agreement. Usage shall be contingent upon approval of the request.

3. ADEQUATE SUPERVISION: The party using the facility of the other agrees to provide adequate supervision at all times. If swimming pools are used, either agency is required to provide the agency in charge of such facility supervisors certified in lifesaving.

4. MANNER OF USE AND CLEAN-UP: Both parties agree to use the facilities and equipment of the other to the extent and degree, and in the manner intended for the particular facility or equipment and further, agree to leave such facilities or equipment in a clean and

orderly condition upon leaving the facility. As provided in Paragraph 1, a clean-up fee may be charged upon prior notification of such fee to the requesting agency.

5. DAMAGES TO FACILITIES: The City agrees to be responsible for damages to the School's facilities occurring during the periods the facilities are used by the City. The School agrees to be responsible for damages to the City's facilities occurring during the periods the facilities are used by the School. The owner of the respective facility shall cause such repairs to be made as necessary to correct the damage and shall submit an itemized invoice to the respective agency for damage incurred during that agency's use of the facility. Except for emergencies, the parties shall consult prior to doing the work and the party paying for the repairs shall be given a reasonable opportunity to do or have any necessary work done.

6. INDEMNIFICATION: The School shall and will indemnify and hold the City harmless from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of action, including attorney's fees of any kind and nature arising or growing out of or in any way connected with the School's use, occupation, management, or control of the City's facilities by the School or its agents, servants, employees, customers, patrons, or invitees, whether on the City facilities or surrounding area, or resulting from injury to person or property, or loss of life or property of any kind or nature whatsoever sustained during the School's use of City's facilities. The School's indemnification is subject to the limitations set out

in 768.28, Florida Statutes.

The City shall and will indemnify and hold the School harmless from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of action, including attorney's fees of any kind and nature arising or growing out of or in any way connected with the City's use, occupation, management, or control of the School's facilities by the City or its agents, servants, employees, customers, patrons, or invitees, arising out of or in any way connected with any act or omission of the City or its agents, servants, employees, customers, patrons, or invitees, whether on the School facilities or surrounding area, or resulting from injury to person or property, or loss of life or property of any kind or nature whatsoever sustained during the City's use of the School's facilities. The City's indemnification is subject to the limitations as set out in Section 768.28, Florida Statutes.

7. TERM: This agreement shall commence on the 8th day of October, 1991 and shall continue until the 8th day of October, 1994, and may thereafter be renewed for successive terms of three years. Such renewal shall be accomplished by either party giving notice to the other ninety (90) days prior to the conclusion of the current term indicating its intent to renew the agreement for the next succeeding term.

8. TERMINATION: Either party may terminate this agreement without cause upon ninety (90) day's written notice to the other. Notice pursuant to this agreement shall be given in writing as follows:

Superintendent  
St. Lucie County Schools  
2909 Delaware Avenue  
Fort Pierce, FL 34950

City Manager  
City of Port St. Lucie  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

9. NONDISCRIMINATION: Both parties to this agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex, or marital status in the use of facilities pursuant to this agreement.

10. FURTHER DOCUMENTS: Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this agreement.

11. CAPTIONS: Sections and other captions contained in this agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this agreement, or any provision hereof.

12. SEVERABILITY: Each provision of this agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not effect the validity of the remainder of this agreement.

13. GOVERNING LAW: This agreement and the rights of the partners shall be governed by and construed or enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this 8<sup>th</sup> day of October, 1991.

SCHOOL BOARD OF ST. LUCIE  
COUNTY, FLORIDA

ATTEST:

David Monie  
Superintendent

By: [Signature]  
Chairman

CITY OF PORT ST. LUCIE

ATTEST:

Gloria I. Delgado  
~~XXXXXXXXXXXX~~ Gloria I. Delgado,  
~~CITY CLERK~~ Deputy City Clerk

By: [Signature]  
James Lawless,  
Mayor

APPROVED AS TO FORM: [Signature]  
Roger G. Orr, City Attorney

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**MEMORANDUM**

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TO: GREGORY J. ORAVEC, CITY MANAGER

THRU: PAM E. BOOKER, SENIOR ASSISTANT CITY ATTORNEY 

FROM: STEFANIE A. BESKOVOYNE, ASSISTANT CITY ATTORNEY 

DATE: NOVEMBER 7, 2012

SUBJECT: INTERLOCAL AGREEMENT  
SCHOOL BOARD OF ST. LUCIE COUNTY  
MUTUAL USE OF FACILITIES

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Attached please find an Interlocal Agreement between the City of Port St. Lucie and the School Board of St. Lucie County for shared use of recreational facilities. The initial Interlocal Agreement was executed on October 8, 1991, and amended five times throughout the years. This new Interlocal is necessary to include language due to Florida law revisions within the last 21 years, including the "Effectiveness" paragraph on page three, as required by Section 163.01(11) of the Florida Statutes. There is also an addition for copy of any notices to both the City and School Board attorneys, as well as modification of the indemnification language. Please place this item on the November 13, 2012, City Council agenda for consideration. Should you have any questions please contact me at 873-6332.

SAB/liw

c: Sherman Conrad, Director, Parks and Recreation