

**MASTER AGREEMENT BETWEEN THE DISTRICT SCHOOL BOARD
OF PASCO COUNTY, FLORIDA AND THE BOARD OF COUNTY
COMMISSIONERS OF PASCO COUNTY, FLORIDA FOR JOINT USE
OF REAL PROPERTY**

THIS MASTER AGREEMENT, by and between the District School Board of Pasco County, Florida, a public corporation and governing body of the school district of Pasco County, duly created in accordance with Article IX, Section 4(b) Florida Constitution, and Chapter 1001, Florida Statutes, hereinafter referred to as the "School Board," and the Board of County Commissioners of Pasco County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County."

WITNESSETH

WHEREAS, the governing bodies of the County and the School Board are mutually interested in an adequate program of community recreation and education; and

WHEREAS, the parties desire to provide for the joint use of certain sites and facilities owned by the County and certain school sites and facilities owned by the District School Board in order to provide greater access for the community; and

WHEREAS, substantial savings to the public can be obtained through the joint use of these properties and facilities for recreational and educational purposes; and

WHEREAS, in the interest of providing the best services with the least possible expenditure of public funds, cooperation between the County and the School Board is necessary and desirable; and

WHEREAS, the intent and vision of this Master Agreement and subsequent Sub Agreements is to allow for neighborhood recreational and educational opportunities for school-aged children and their families; and

WHEREAS, the School Board is charged with financing the operation of all educational programs within Pasco County and the County's Parks, Recreation, and Natural Resources Department is charged with financing the operation of recreational programming and facilities within Pasco County, both entities have limited funds to expend for the development of playgrounds or fully developed recreational facilities for use by the residents of Pasco County; and

WHEREAS, this Master Agreement is entered into for the purpose of expanding access to public recreational facilities within Pasco County without impairing school facilities or disrupting the educational process; and

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, permits any political subdivision of the State of Florida to exercise jointly with any other political subdivision of the State of Florida, any power, privilege, or authority which said political subdivision share in common and which each might exercise separately; and

WHEREAS, the acquisition, ownership, custody, operation, maintenance, lease or sale of real property are all permitted purposes of an Interlocal Agreement under the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, political subdivisions may provide for the manner of allocating any liabilities that might be incurred through the performance of an Interlocal Agreement and insuring against such liabilities.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and the School Board do hereby agree to cooperate with each other in carrying out the above purposes, and to that end, do hereby agree as follows:

1. Availability of School Board Facilities: The School Board will strive to work with the County to identify and make available school recreational facility available to the County for community recreational activities, when requested in writing to the School Board Superintendent or designee by the County Parks, Recreation, and Natural Resources Director or Designee. Approval for use shall be subject to School Board Policy requirements, and the needs of the school and the district.

2. Availability of County Facilities: The County will strive to work with the School Board to identify and make available County recreational facility to the School Board for special school events, recreational activities, athletic events and other programs when requested in writing by the Superintendent or designee. Approval for use shall be subject to the needs of the Parks, Recreation, and Natural Resource Department and the County.

3. Non-Exclusive Use: The School Board and the County hereby grant the non-exclusive right to use their recreational facilities for purposes in accordance with this Master

Agreement and subject to the limitations set forth herein.

4. **Compliance with Laws and Policies:** The use of selected facilities and sites shall be in accordance with all applicable rules, regulations and laws and the policies and procedures of the School Board and the County. The School Board and the County reserve the right to disapprove of any and all activities held on school or county maintained property, respectively, which might be in conflict with the respective administrative policies and procedures of the School Board or County. It shall be each party's responsibility to be aware of and comply with all federal, state and local laws in the exercise of its rights and duties under this Master Agreement.

5. **Site Specific Sub Agreement and Assessment of Costs:** In addition to this Master Agreement, the parties intend to enter into a Site Specific Sub Agreement as needed during the term of this Master Agreement for certain school(s) or facility(ies) to be used by the County and/or the School Board for purposes which will supplement this Agreement and outline the particulars of the School Board's and County's use of each school or facility. Each Site Specific Sub Agreement is subject to an annual review and will automatically renew on July 1 each year. Each Site Specific Sub Agreement may be terminated any time by Mutual Agreement to the parties or by not less than 3 months' prior notice in writing of either party. Use of school facilities in addition to those provided herein shall be governed by School Board Policy 7510 and 7550 for facility usage. Either party may assess the other custodial fees, electricity and other utility costs, and for any other direct costs associated with the use of a facility.

6. **Exclusive Use During School Hours: School Property** shall be the exclusive use of the School Board during school hours or school activities during the regular or modified calendar school year. The County may have use of school facilities as provided in each Site Specific Sub Agreement

7. **Exclusive Use During: County Property** shall be the exclusive use of the County during County activities. The School Board may have use of County facilities as provided in each Site Specific Sub Agreement.

8. **Resolution of Disputes** In the event of any dispute or difference arising as a result of the recreation or education program being conducted on either the School Board or County site jointly used and selected as provided herein, said dispute or difference shall be

appealed by those affected parties to the Director of the Parks and Recreation Department (for disputes arising at a County site) and ~~School District Area~~ Superintendent (for disputes arising at a school site) for interpretation and/or settlement.

or designee
KSS AA

9. **Employee Status:** It is understood and agreed that personnel employed by the County or County volunteers shall be under the supervision and control of the County when using School Board facilities in accordance with this Master Agreement. The School Principal or designee shall cooperate with the applicable Park Supervisor in the operation of its program or in the facilities of said Principal's jurisdiction. It is further understood and agreed that personnel employed by the School Board or School volunteers shall be under the supervision and control of the School Board when using County facilities assigned to them. The Park Supervisor shall cooperate with the School Principals in the operation of its program. Nothing in this Master Agreement shall be interpreted or construed to constitute employees or agents of one party to be the employees, agents or representatives of the other party. Persons employed by either party to this Master Agreement shall have no claim against the other party for pension, worker's compensation, unemployment compensation, civil service, or any other employee benefit, right or privilege granted by operation of law, or otherwise. This Master Agreement shall not confer any third-party beneficiary status upon any employee or agent of the other party.

10. **Programs for School Age Children:** It is recognized that school properties and facilities are intended primarily for school purposes and for the benefit of children of school age. It is therefore agreed that, in planning programs and scheduling activities on school grounds that the educational needs and opportunities of such children shall be given preference and the children adequately protected.

11. **Maintenance/Facilities:** The County agrees to participate in the maintenance of the facilities at schools subject to the Site Specific Sub Agreement. Each Site Specific Sub Agreement will identify the management and maintenance responsibilities, including site improvements(s) and recurring costs that will be borne by the School Board and the County. The design, construction and location of any and all improvements to be located or constructed on School Board or County property shall be in accordance with that party's rules, regulations, and approval with regards to storage, installation, or construction. Any and all design, construction and location of any and all site improvement projects must receive approval from the party owning the property proposed for modification prior to installation or

construction.

12. **Operations:** Detailed Operations will be specified in the Site Specific Sub Agreement. Approved concessions may be operated or maintained by either party in conjunction with their respective use of a facility. Concession sales shall be restricted to nonprofit organizations or groups. Alcoholic beverages and tobacco or tobacco like products shall be prohibited. Detailed Operations shall be specified in the Site Specific Sub Agreement.

13. **Safety:** Each party recognizes that it is in the best interest of both parties to provide a safe recreational area and each party agree to utilize its best efforts to provide proper supervision and safe conditions during their respective use of the facilities. In the event that either party becomes aware of an unsafe condition it will correct the unsafe condition immediately or, if the correction of the condition is the responsibility of the other party, the using party will stop use of the facility immediately and notify the other party in writing of the hazard and the need for corrective action. The party responsible for maintaining the facility shall correct the condition immediately or take reasonable and proper precautions until corrective action can be taken. Once the correction is made the using party shall resume use. Each Site Specific Sub Agreement will contain a section that will detail how this process will work. Additionally, site-specific safety signage shall be created and posted at each facility

14. **Insurance:** Each party shall at all times maintain liability insurance in amounts of \$200,000 per claimant and \$300,000 per occurrence, or such higher limits as may be imposed by any future amendments to Section 728.68, Florida Statutes. Such insurance may be provided by a self-insurance reserve program.

15. **Indemnification:** As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Master Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party and which occurs on the property or in any facility pursuant to this Master Agreement and which occurs during the course of any program or activity sponsored by the other party to this Master Agreement. The School Board and County's promise to indemnify and hold harmless also includes an obligation to assume full responsibility

and expense of investigation, litigation, judgment(s), and/or settlement of any complaint, claim or legal action. As used in this paragraph, the terms "School Board" and "County" includes any of its agents, third-party entities servants and employees.

16. Nothing in this Master Agreement shall be deemed as a waiver of sovereign immunity for either the School Board or the County beyond any statutory limited waiver which may have been or may be adopted by the Florida Legislature and nothing in this Master Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.

17. The School Board and County agree to comply with any and all applicable federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of the Civil Rights Act of 1968 as amended; Section 109 of title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. The School Board and County will not discriminate against any employee, applicant for employment, or clients because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to providing services under this Master Agreement. The School Board and County will take affirmative action to insure that all employment practices and assistance to clients are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay for other forms of compensation, and selection for training, including apprenticeship. The School Board and County agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the School Board and County setting for the provisions of this nondiscrimination clause.

18. Should any paragraph or any part of any paragraph of this Master Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

19. **Assumption of Risk:** The County agrees to assume all risks and liability to itself, its agents or employees and shall be responsible to fully defend, indemnify and hold the School

Board harmless from and against any and all claims arising from or related to the County's or the use by any third parties authorized by the County to use School Board facilities if such claims are caused solely by the act or acts of supervision, negligence or failure to exercise proper precautions of and by the County's agents or employees. The School Board agrees to assume all risk and liability to itself, its agents or employees and shall be responsible to fully defend, indemnify and hold the County harmless from and against any and all claims arising from or related to the School Board's or the use by any third parties authorized by the School Board to use County facilities if such claims are caused solely by the act or acts of supervision, negligence or failure to exercise proper precautions of and by the School Board, its agents or employees. Each of the parties agrees to provide the other with written notice of any claim subject to this provision within ten (10) days of its receipt of notice that a claim exists. The parties agree to cooperate fully in the defense of such claim. Notice of claim shall be deemed to be given on the date of mailing thereof by U.S Mail, First Class Delivery.

20. **Assignment:** This Master Agreement may not be assigned. This provision is not intended to prevent or prohibit the County or the School Board from charging an approved fee to third parties for the use of facilities.

21. **Breach:** In the event of a breach of any term of this Master Agreement by a party hereto, the other party shall provide written notice of such breach and allow a reasonable period of time to cure the breach; the reasonableness of the time period being determined by the circumstances and nature of the breach.

22. **Attorney's Fees:** Each party is responsible for their own costs and attorney's fees, should it become necessary to institute legal action to enforce any of the terms of this Master Agreement.

23. **Facilities:** This Master Agreement includes use of School property and County owned parks and facilities for which a Site Specific Sub Agreement is executed by the parties' designees.

24. **Governing Law:** This Master Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

25. **Venue:** Venue for any legal action by any party to this Master Agreement to interpret, construe or enforce this Master Agreement shall be in a court of competent jurisdiction in and for Pasco County, Florida and any trial shall be non-jury.

26. **Modifications to Master Agreement:** This Master Agreement constitutes the entire agreement between the County and the School Board and supersedes all prior written or oral understandings. This Master Agreement may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

27. **Severability:** If any provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nonetheless continue in full force and effect without being impaired or invalidated in any way. If any part(s) of this Master Agreement is in conflict with any law, statute or rule of a higher governing body, then such part(s) shall be deemed inoperative to the extent it conflicts therewith and shall be deemed modified to conform to such law, statute, or rule.

28. **Notice:** Any notice required to be provided herein shall be directed to the parties' chief executive officers at the following addresses:

PASCO COUNTY

Office of the County Administrator
8731 Citizens Drive, Ste. 340
New Port Richey, FL 34654

THE DISTRICT SCHOOL BOARD OF
PASCO COUNTY, FLORIDA
Office of the Superintendent
7227 Land O'Lakes Blvd.
Land O'Lakes, FL 34638

29. **Representatives:** Each party hereto reserves the right to exercise its functions hereunder through its properly designated delegates, designees or representatives.

30. **Effective:** This Master Agreement shall take effect when fully executed by the duly authorized representatives of the Pasco County Board of County Commissioners and the District School Board of Pasco County, Florida.

31. **Term:** The term of this Master Agreement shall be five (5) years from the date of the last party's execution of same and shall automatically renewed at the end of said five (5) years unless terminated as provided herein. This Master Agreement may be terminated at any time by mutual agreement of the parties or by not less than 3 months prior notice in writing of either party consistent with paragraph 28.

32. **Termination:** In the event this Master Agreement is terminated it is agreed that:

A. With regard to any improvements or equipment installed by County on School Board property, at the School Board's option: 1) the County shall be deemed to have conveyed its right, title and interest in the improvements and equipment "as is" with no warranties as to

merchantability or fitness to the School Board; or 2) the School Board may require the County to demolish and remove the improvements and equipment constructed or installed by the County and return the School Board property as completely as practicable to its original condition prior to the installation of the improvements and equipment.

B. With regard to any improvements or equipment installed by the School Board on County property, at the County's option: 1) the School Board shall be deemed to have conveyed its right, title and interest in the improvements and equipment "as is" with no warranties as to merchantability or fitness to the County; or 2) the County may require the District School Board to demolish and remove the improvements and equipment constructed or installed by the District School Board and return the County property as completely as practicable to its original condition prior to the installation of the improvements and equipment.

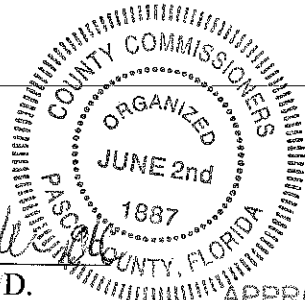
C. Upon termination of this Agreement, all Site Specific Sub Agreements shall be deemed terminated, unless specifically extended by the parties through separate agreement.

33. Jessica Lundsford Act: To the extent that County employees are conducting business on the School Board's grounds under this Master Agreement, and will (1) be on School Board grounds when students are present there, or (2) have direct contact with School Board students, or (3) have access to or control of School Board funds pursuant to this Master Agreement, such employees must be successfully complete a Level 2 fingerprint-based criminal history check by the Florida Department of Law Enforcement through the School Board's Human Resources Department as required by Section 1012.467, Florida Statutes.

34. Public Records Compliance: In addition to other contract requirements provided by School Board Policy or state law, the parties must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes, and Section 24 of Article I of the Constitution of the State of Florida.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have executed this Master Agreement on the dates indicated below.

ATTEST:



BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Paula S. O'Neil, Ph. D.
CLERK & COMPTROLLER

KATHRYN STARKEY, CHAIRMAN

APPROVED
IN SESSION

NOV 9 2016

PASCO COUNTY
BCC

Date

ATTEST:

DISTRICT SCHOOL BOARD OF
PASCO COUNTY

[Signature]

By: [Signature]

DATE: 11.22.16

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: [Signature]
Attorney for District School Board