2009-2012 JOINT USE AGREEMENT
SCHOOL BOARD OF LEON COUNTY AND LEON COUNTY, FLORIDA

THIS AGREEMENT, made the 23rd day of June, 2009, by and between the SCHOOL BOARD OF LEON COUNTY, FLORIDA, a public body corporate under the laws of the State of Florida, hereinafter called "School Board," and LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County."

WHEREAS, the County desires to construct, maintain and operate recreation facilities with appropriate equipment and fencing located on the grounds of various schools throughout Leon County and to use such facilities and grounds in conjunction with County recreation programs and activities for the benefit of citizens of the County; and

WHEREAS, the School Board desires not only to permit such activities by the County but also to operate curricular/co-curricular/extra-curricular programs and to cooperate with the County in its effort to provide recreation for the citizens of Leon County;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereto, the parties agree as follows:

A. **SCHOOL BOARD AGREES AS FOLLOWS**:

1. To permit the County to use the grounds and facilities owned by the School Board in the unincorporated area of the County, except for Deer Lake Middle School, (hereinafter School Premises) which are determined by each building Principal and the Superintendent of Leon County Schools (hereinafter "Superintendent") or his designee to be suitable and available for use in conjunction with recreation programs and activities operated or conducted by the County;

2. With the prior written approval of Superintendent or his designee, to permit with construction, maintenance and operation of facilities by the County which do not jeopardize future school development or programming, subject to School Board rules and regulations and State Board of Education requirements;

3. To permit County employees to enter into and upon the School Premises at all reasonable times for the purpose of inspecting the conditions of the same and/or the purpose of School Board-approved construction, operation, repair and maintenance of recreation facilities and the operation of recreation programs and activities;

4. To give the County first priority, after School Board programs or activities, in the use of the School Premises located in the unincorporated area of the county, provided that such use does not interfere or conflict with (a) activities or programs conducted by the School Board (as determined by building Principal); or (b) construction, repair or maintenance of School Premises. Additionally, the School Board agrees to notify the County of any School Board use for school programs that creates a conflict with existing uses at a particular school;

5. To obtain prior written County approval regarding the planning, operation and maintenance of County facilities used for School Board activities and functions (hereinafter County Premises) and to develop, operate and maintain such facilities, during times of such use, to the extent requested by the County and agreed to by the School Board;

6. The School Board is responsible for payment of all utility costs resulting from its use of County facilities during such time as such facilities are being utilized for

School Board activities and functions. There shall be a $50 turn on fee and a $50 per hour charge for outdoor light usage.

7. To provide the necessary resources (including trash pickup, parking in the designated areas only and adult supervision) on the County Premises during times that such facilities are being utilized by the School Board such that those facilities:

a. Will appear attractive and inviting to the public for approved uses;

b. Will be reasonably safe for use; and

c. Will be the joint responsibility of the School Board, concerning the routine and annual maintenance needs of green space being utilized by the School Board.

B. **COUNTY AGREES AS FOLLOWS**:

1. To obtain prior written approval of School Board regarding the planning, construction, operation and maintenance of School Premises used for County activities and programs and to develop, operate and maintain such facilities, during times of such use, to the extent requested by the School Board and agreed to by the County;

2. The County shall be responsible for payment of all utility costs resulting from its use of School Board facilities during such time as such facilities are being used for County activities and functions. The following provisions shall apply:

a. A representative of the School Board and County shall meet in April and November of each year to evaluate and agree on the extent to which the County plans to use School Board facilities from June 1 to December 31 and January 1 to June 30, respectively. Such representatives shall work on good faith to ascertain the

extent of use by the County and shall have the authority to bind their respective principal regarding the extent of use for the six -month periods under evaluation.

b. The County shall pay for the utilities associated with its use of School Board facilities based on the extent of use agreed to in a, above, in accordance with the following rates for usage:

Gymnasiums	$0.035 per square foot per facility per use
Classrooms	$100 per classroom per use
Outdoor Fields	$50.00 switch on fee and $50.00 per hour usage per facility per use

c. The total amount due for utilities associated with County use of School Board facilities shall be calculated using the extent of use developed in a, above, and the rates specified in b, above, the total amount for a six-month period shall be divided by six and paid monthly based on an invoice submitted by the School Board to the County.

d. The parties may adjust the amount payable by the County to the School Board during a six month period if the County's actual use varies substantially from the amount agreed to under a, above.

3. To provide necessary resources (including trash pickup, parking in designated areas only and adult supervision) on the School Premises during times that such facilities are being utilized by the County such that those facilities:

a. Will appear attractive and inviting to the public for approved uses;

b. Will be reasonably safe for use;

c. Will continue to remain in a reasonable state of repair throughout such times; and

d. Will be the joint responsibility of the County, concerning the routine and annual maintenance needs of green space being utilized by the County.

4. To obtain prior written approval of the School Board (including building Principal) before constructing, building or developing any new facilities on School Premises. Such requests shall be directed to the persons identified in Paragraph C below; and

5. To allow the use of County recreational facilities by the School Board for curricular/co-curricular/extra-curricular activities at all reasonable hours and times consistent with the type of facilities, provide that such activities do not interfere with the maintenance of the facilities or other recreational activities operation, sponsored or approved by the County. The County shall give such School Board programs first priority use after County programs and other prior committed County uses.

6. All Leon County employees or contractors who, pursuant to this Agreement, are permitted access on school grounds when students are present or who may have direct contact with students shall comply with the School Board's policies and meet level two (2) screening requirements as described in the Florida Statutes.

C. **SCHOOL BOARD AND COUNTY MUTUALLY AGREE AS FOLLOWS:**

1. In order to provide properly for the planning, development, maintenance and use of recreational facilities by each of the parties, representatives of the School

Board and County shall prepare an annual, joint schedule reflecting their planned use and maintenance operations. Such schedule shall be prepared, and approved by the parties no later than August 1 of each year. During this scheduling process, each party shall identify all activities and circumstances which may limit, restrict or preclude the other party's use of its facilities during the coming year (October 1 to September 30) and both parties shall cooperate in efforts to minimize the impact of such circumstances which, from time to time, may impact that party's opportunity or ability to use facilities of the party giving such notice;

2. To the extent permitted by Florida law, each of the parties shall indemnify and save harmless the other from any and all claims, demands, suits, actions, expenses, and costs, judgments and recovery for or on account of damage occurring to a participant or guests of a participant in a party's activities during that party's exclusive or non-exclusive use of property or facilities belonging to or located on property of the other party. This obligation shall be limited to actions or omissions of the indemnifying party and to those of its agents, employees or personnel acting within the scope of such agency or employment;

3. That this agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns. Nothing in this agreement, expressed or implied, is intended to confer upon or against any other person, corporation and government unit, any rights or remedies under or by reason of this agreement;

4. Notices, requests and communications given pursuant to this agreement shall be sent by certified mail, return receipt requested, or by hand delivery to the following:

TO THE COUNTY:
Director of Parks and Recreation for Leon County
2280 Miccosukee Road
Tallahassee, FL 32304

TO THE SCHOOL BOARD:
School Board of Leon County
Director of Interdivisional Support Services
2757 West Pensacola Street
Tallahassee, FL 32304

5. The performance of County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

6. Nothing in this agreement shall supercede the lease agreements between the parties on the Ft. Braden and Canopy Oaks schools. If there is a conflict between this agreement and those lease agreements, the lease agreements shall control.

7. This agreement shall become effective upon execution by both parties and shall terminate on June 30, 2012.

WITNESSES:

Karen McCurley

Karen McCurley
Name Typed/Printed

janiko watkins
Name Typed/Printed

SCHOOL BOARD OF LEON COUNTY, FLORIDA

By: Georgia M. Bowen, Chairman

Dated: 6/23/09

REVIEWED AND APPROVED:

6.23.09
J. Jeffry Wahlen
Attorney for School Board

LEON COUNTY, FLORIDA

By:
Bryan Desloge, Chairperson
Board of County Commissioners

Date:

ATTESTED BY:
Bob Inzer, Clerk of the Court

By:
Bob Inzer, Clerk

APPROVED AS TO FORM:
County Attorney's Office

By:
Herbert W. A. Thiele, Esq.
County Attorney

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