



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

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March 20, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Intergovernmental Agreement
Aquatic Center Program Agreement with the City of New Port Richey

Attached is an Intergovernmental agreement between the City of New Port Richey and the District School Board of Pasco County. Sunray Elementary School would like to offer a safety program, Water Habits Are Learned Early (WHALE) tails. The program will provide easy-to-follow information to help children learn safe behavior in, on, and around the water. This program will be taught in a classroom setting and in the water at the New Port Richey Aquatic Center. Please reference the attached memo from Dr. David Scanga, Assistant Superintendent for Elementary Schools, for further information regarding this agreement. This agreement has been reviewed and approved by Mr. Dennis Alfonso, School Board Attorney.

At this time, we respectfully request that the Board approve the attached agreement for the Aquatic Center Program. The program will run in two groups – first group will be from April 16 through April 18, 2012 and the second group will be from April 23 through April 25, 2012. The number of students in each group will be a maximum of 50 students. There will be a \$3 charge per student that will be paid to the New Port Richey Aquatic Center. Transportation to and from the center is included in that charge. It is anticipated that the total expenditures will be \$794. Sunray's School Advisory Council will be funding the entire program. The specific services are outlined in the agreement and attached for your perusal.

Should you have any questions regarding this matter, please contact Ms. Ruth Reilly or me at your earliest convenience.

KDG/dsr

Attachment



RECEIVED

3/12/12 Dan

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF NEW PORT RICHEY, FLORIDA AND
THE DISTRICT SCHOOL BOARD OF PASCO COUNTY

This Agreement is entered into between the City of New Port Richey, Florida, (hereinafter "City") and the District School Board of Pasco County, Florida, (hereinafter "School Board").

WITNESSETH:

Whereas, the School Board is a government entity which desires use of certain City water park facilities located at the New Port Richey Recreation and Aquatic Center (6630 Van Buren Street New Port Richey, FL 34653) for school student groups (hereinafter "School Groups") for educational purposes and related activities during specific times; and

Whereas, the City recognizes the benefit its Aquatic Center facilities can provide for the School Board; and

Whereas, the City and the School Board desire to enter into an agreement stating the terms, covenants and conditions of utilizing such facilities for educational purposes and related activities.

Now, therefore, in consideration of the mutual covenants the parties agree as follows:

1. The School Board shall be permitted the use of the Aquatic Center and accompanying facilities for swimming and basic water safety instruction for Student Groups, in accordance with the terms and conditions herein.
2. The School Board agrees to require school instructional and supervisory personnel accompany Student Groups to the Aquatic Center for the use of such facilities as provided herein.
3. The School Board agrees that such personnel shall be required to review the Aquatic Center Rules and Policies, attached hereto as Exhibit "A" and made part of this Agreement.
4. No Student Group shall utilize the Aquatic Center until an effective Reservation Form is obtained by the Superintendent of Schools or her designee. A Reservation Form is not effective until signed by the Aquatic Center facility manager/supervisor and a designated agent of the Superintendent.
5. The Aquatic Center shall only be used by the Student Group indicated on the Reservation Form in accordance with dates and times on such. A Reservation Form may be amended and effective only upon signature by the Aquatic Center facility manager/supervisor and a designated agent of the Superintendent.
6. The School Board shall pay the City a fee of three dollars per child to cover the City cost of providing adequate life guard staffing during periods of time that the School Groups have reserved and are using the Aquatic Center facility.

<p>CONTRACT REVIEWED AND APPROVED: Katy 3/12/12</p>

7. Nothing in this Agreement shall be construed in any way to waive or expand the sovereign immunity of the School Board and City under Section §768.28, Florida Statutes, as it now exists or as it may be amended from time to time. The School Board shall be and act as independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between the School Board and the City. None of the personnel under contract to, employed by or volunteering for the School Board shall be deemed in anyway to have any contractual relationship with the City. The School Board shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder. Likewise, the City shall be and act as independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between the City and School Board. None of the personnel under contract to, employed by or volunteering for the City shall be deemed in anyway to have any contractual relationship with the School Board. The City shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder. This Section shall survive any termination or expiration of this Agreement for any incidents arising during the effective period of this Agreement.

8. This Agreement represents the entire agreement and supersedes and nullifies any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein. Prior agreements, negotiations or understandings, if any, shall have no force or affect whatsoever on this Agreement.

9. No assignment, delegation, transfer or novation of this Agreement or part hereof shall be made unless approved in writing and signed by all parties hereto.

10. All parties agree that if any part, term or provision is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law, regulation or code, such part shall be severable with the remainder of this Agreement remaining valid and enforceable.

11. No modification, addendums or amendments of any kind may be made to this Agreement unless in writing and signed by all parties hereto.

12. This Agreement shall be governed by the laws of the state of Florida and venue shall be exclusively in the 6th Judicial Circuit of Florida in and for Pasco County, Florida.

13. Either party may terminate this Agreement without cause with sixty (60) days notice. Either party may terminate this Agreement with cause immediately. Cause shall include, but not be limited to, any material breach of the covenant and terms herein, or as otherwise indicated herein. Notice of termination shall be sent as required by Section 15. The City designates the Mayor, or his designee, with authority to terminate this Agreement, and the School Board designates the Superintendent with the authority to terminate this Agreement.

14. This Agreement shall be effective for one (1) year from the date the last party hereto signs. This Agreement shall renew by mutual agreement on an annual basis thereafter unless



terminated as provided herein.

15. All correspondence, unless otherwise stated herein, shall be sent via U.S. certified mail, return receipt required, and any party shall be on notice the day such correspondence is received. Any and all correspondence regarding this Agreement shall be sent to the addresses listed below:

SCHOOL BOARD:
Heather Fiorentino, Superintendent
7227 Land O'Lakes Boulevard
Land O'Lakes, Florida 34638

CITY OF NEW PORT RICHEY
Bob Consalvo, Mayor
5119 Main Street
New Port Richey, Florida 34652

16. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be original, but all such counterparts shall, together, constitute but one in the same instrument.

IN WITNESS WHEREOF; the parties have executed this Agreement this _____ day of _____,

(Seal)

CITY OF NEW PORT RICHEY

ATTEST:

Mayor

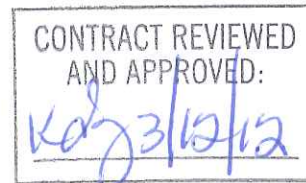
(SEAL)

Clerk

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

ATTORNEY FOR CITY OF NEW PORT RICHEY



DISTRICT SCHOOL BOARD OF PASCO
COUNTY

ATTEST:

(SEAL)

Board Secretary

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

ATTORNEY FOR DISTRICT SCHOOL BOARD

CONTRACT REVIEWED
AND APPROVED:
Katy 3/12/12



District School Board of Pasco County

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Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Memo #BD-ASES-01-11/12

Contact: David Scanga, Ed.D., ASES, ext 42695

DATE: March 9, 2012

TO: Kendra Goodman, Purchasing Agent

FROM: David Scanga Ed.D., Assistant Superintendent for Elementary Schools 

SUBJECT: **Aquatic Center Program Agreement With The City of New Port Richey, Florida**

Sunray Elementary School would like to offer a safety program, **Water Habits Are Learned Early (WHALE) tails**. The program would provide easy-to-follow information to help children learn safe behavior in, on and around the water. This program would be taught in a classroom setting and in the water at the New Port Richey Aquatic Center. The Whales Tails program would make water safety fun for the students. All the lessons would be reinforced with videos, color posters, graphic organizers and fun extension activities.

The entire program will be taught by the New Port Richey Recreation and Aquatic Center. The program's director is Elaine Smith, CPRP. Sunray Elementary School staff members would be from the Physical Education Department along with five kindergarten teachers.

The program would run in two groups - first group April 16th – April 18th and the second group April 23rd – April 25th. The numbers of students in each group would be a maximum of 50 students.

There would be a \$3.00 charge per student that would be paid to the New Port Richey Aquatic Center. Transportation to and from the center is included in that charge. The total cost of the program would be \$794.00 and Sunray's School Advisory Council would be funding the entire program.

The Aquatic Center Program Agreement has been reviewed and approved by Mr. Dennis Alfonso, School Board Attorney.

DS/baj

ENC: Agreement