



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Department of Purchasing
Michael J. Woodall, CPPO, Purchasing Agent
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 email: mwoodall@pasco.k12.fl.us

January 22, 2013

MEMORANDUM

To: Honorable School Board Members

From: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

Re: Interagency Agreement
Pasco County Parks and Recreation Department – Swim Team Park Site Agreement

The attached interagency agreement between the above-referenced entity and the District will provide access to the swimming pool in order to accommodate high school swim team sports programs and related activities.

At this time, we respectfully request your approval to enter into the attached interagency agreement with the above-reference facility. The services and training are outlined in the agreement and are attached for your perusal. The interagency agreement will be in effect from date of School Board approval and shall be effective for one (1) year. The agreement has been reviewed and approved by the School District's Attorney, Nancy McClain Alfonso on January 9, 2013.

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

MJW/dam

Attachment(s)

Date/Time: January 13, 2013 09:29:00

**PASCO COUNTY PARKS AND RECREATION DEPARTMENT
SWIM TEAM PARK SITE AGREEMENT
WITH THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**

THIS AGREEMENT is entered into between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with an address is 37918 Meridian Avenue, Dade City, Florida 33525 (hereinafter "COUNTY"), and the DISTRICT SCHOOL BOARD OF PASCO COUNTY with an address of 7227 Land O' Lakes Boulevard, Land O' Lakes, Florida 34638 (hereinafter "SCHOOL BOARD").

WITNESSETH:

WHEREAS, the SCHOOL BOARD is a government entity which desires use of COUNTY Parks and Recreation Department's Veterans Memorial Park pool for its high school swim team sports programs and related activities during specific times; and

WHEREAS, the COUNTY recognizes the benefit its pool and facilities can provide for the SCHOOL BOARD; and

WHEREAS, all parties hereto acknowledge a master agreement contemplated by and entered into between both parties and that such master agreement, when formally adopted and effective by both parties, may supersede this agreement; and

WHEREAS, the COUNTY and the SCHOOL BOARD desire to enter into an agreement stating the terms, covenants, and conditions of utilizing COUNTY Parks and Recreation Department's Veterans Memorial Park pool for sports programs and related activities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of both parties hereto, it is hereby agreed as follows:

1. The SCHOOL BOARD is permitted the use of the COUNTY Parks and Recreation Department's (herein "Department") Veterans Memorial Park pool (herein "Pool") and accompanying facilities for swimming meets, competitions, practices, and related activities for its high school swim teams in accordance with the terms and conditions herein.

2. Any SCHOOL BOARD swim team shall not utilize the Pool until an effective Reservation Form is obtained by the SCHOOL BOARD. The SCHOOL BOARD shall designate an agent for each Reservation Form and swim team. A Reservation Form is not effective until signed by the Park Site Supervisor and the designated agent of the SCHOOL BOARD. The Pool shall only be used by the specific swim team 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 Park Site Supervisor and a designated agent. No Reservation Form or amended Reservation Form shall be submitted and effective for more than one (1) year at a time from the date of the first usage. Nothing herein shall be construed in any way to create any obligation of a Park Site Supervisor to sign a Reservation Form.

CONTRACT REVIEWED
AND APPROVED:

MW 1.9.13

3. a. The SCHOOL BOARD shall pay the COUNTY Two Hundred 00/100 Dollars (\$200.00) for every thirty (30) day period of usage indicated on an effective Reservation Form for the use of the Pool during such a period, regardless of the frequency of actual use during such a period. For any period less than thirty (30) days, the amount to be paid shall be prorated at a rate of Six and 67/100 Dollars (\$6.67) per day up to the last day indicated on the effective Reservation Form.

b. The SCHOOL BOARD shall pay for any heated water via propane gas as indicated by the utility bill for propane gas prorated for the time used by the SCHOOL BOARD.

c. The SCHOOL BOARD shall pay Eight and 00/100 Dollars (\$8.00) per hour for any time it uses the lights at the Pool.

d. The COUNTY shall send an invoice to the SCHOOL BOARD for the activities in this Section. All payments shall be payable to the Pasco County Board of County Commissioners. Payments shall be received by the COUNTY not later than thirty (30) days after receipt by the SCHOOL BOARD of the COUNTY'S invoice. Failure by the SCHOOL BOARD to strictly comply with this Section shall be cause for purposes of Section 19.

4. Nothing in this agreement shall be construed in any way to waive the sovereign immunity of the COUNTY and the SCHOOL BOARD 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 contractors, 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 COUNTY. None of the personnel under contract to, employed by, or volunteering for the SCHOOL BOARD shall be deemed in any way to have any contractual relationship with the COUNTY. The SCHOOL BOARD shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder. As provided for under common law and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties hereto hereby agrees to indemnify and hold the other 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, 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.

This section shall survive any termination or expiration of this agreement for any incidents arising during the effective period of this agreement.

5. This agreement in no way authorizes or vests any right in the SCHOOL BOARD to make any alteration to the Pool or other COUNTY property, or to construct any facility or structure including, but not limited to, scoreboards, concession stands for selling, preparing, or distributing food or beverage or other products, storage rooms, or grand stands. The SCHOOL BOARD shall obtain prior written permission from the Park Site Supervisor for any alteration or construction. However, the Park Site Supervisor shall have no obligation to grant such permission. The SCHOOL BOARD shall comply with all Federal, State, and local

laws, rules, and regulations, and shall obtain any permits required for any alteration or construction of any facilities or structures. The COUNTY is not responsible for any costs for such alterations, structures, or facilities.

6. The SCHOOL BOARD agrees title and ownership of any facility, structure, or alteration, if any, that the SCHOOL BOARD constructs or causes to be constructed on the Pool or other COUNTY property pursuant to this agreement shall transfer to the COUNTY upon any termination or expiration of this agreement, and such facility, structure, or alteration shall not be removed, demolished, or otherwise altered, once constructed, without prior written permission from the Park Site Supervisor.

7. The SCHOOL BOARD shall be responsible during the term of this agreement for keeping the Pool and any appurtenances, alterations, facilities, or structures, if any, in the same general condition as received from the COUNTY prior to each use. The COUNTY shall notify the SCHOOL BOARD in writing of any incidents of noncompliance with this section, referencing this section, and stating the noncompliance. If applicable, the SCHOOL BOARD shall supply the COUNTY with keys and unlimited access to all such facilities, structures, or alterations.

8. The SCHOOL BOARD is not authorized in any way and shall not lease or otherwise assign, convey, or transfer any right to use the Pool or other COUNTY property or COUNTY-owned equipment, facilities, or structures without prior written Park Site Supervisor approval.

9. The SCHOOL BOARD agrees to abide by the Aquatic Facility Rules and Policies, attached hereto as Exhibit "A" and made part of this agreement. The SCHOOL BOARD further agrees that it shall distribute such policies to all its designated agents, and such designated agents shall enforce such policies in a like or similar manner.

10. A SCHOOL BOARD designated agent, as indicated on the effective Reservation Form, shall be present at all activities at the Pool for the SCHOOL BOARD swim team.

11. The SCHOOL BOARD shall not charge, or permit any individual or entity to charge, any admission fee to any event. This agreement shall not operate to prohibit the SCHOOL BOARD from asking for donations to any event.

12. The Park Site Supervisor may close or suspend usage of the Pool for maintenance or other reasons.

13. 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.

14. 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.

CONTRACT REVIEWED
AND APPROVED:
MUN 1.9.13

15. 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.

16. No modification, addenda, or amendments of any kind may be made to this agreement unless in writing and signed by all parties hereto.

17. Nothing in this agreement shall be construed in any way to waive the sovereign immunity of the COUNTY as provided by law.

18. This agreement shall be governed by the laws of the State of Florida and venue shall be exclusively in the Sixth Judicial Circuit of Florida in and for Pasco County, Florida.

19. 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 21. The COUNTY designates the Pasco County Administrator, or his designee, with authority to terminate this agreement.

20. This agreement shall be effective for one (1) year from the date the last party hereto signs. This agreement shall automatically renew on an annual basis thereafter unless terminated as provided herein.

21. All correspondence, unless otherwise stated herein, shall be sent via U.S. Certified Mail, return receipt required. Any and all correspondence regarding this agreement shall be sent to the addresses listed below:

SCHOOL BOARD:
District School Board
of Pasco County
20430 Gator Lane, Bldg. 4
Land O' Lakes, FL 34638
kgoodman@pasco.k12.fl.us

DEPARTMENT:
Frederick J. Buckman, CPRP, Director
Pasco County Parks and
Recreation Department
4111 Land O' Lakes Blvd., Suite 202
Land O' Lakes, FL 34639-4402
fbuckman@pascocountyfl.net

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

(SEAL)
ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

PAULA S. O'NEIL, PhD., CLERK & COMPTROLLER

THEODORE J. SCHRADER, CHAIRMAN

(SEAL)

DISTRICT SCHOOL BOARD OF PASCO COUNTY

BY: _____
CHAIRMAN

CONTRACT REVIEWED
AND APPROVED:
U.W 1-9-13

EXHIBIT "A"

AQUATIC FACILITY RULES AND POLICIES

1. All swimmers must shower prior to entering the pool.
2. No horseplay, no glass, gum, or smoking on the pool deck or any facilities.
3. No food or drinks within 15 feet of the water.
4. The District School Board of Pasco County's (School Board) designated agent representative shall perform a physical inspection of the pool and facilities and ensure that they are clean and orderly. The agent shall be responsible for leaving the pool and facilities clean and orderly after use, and ensure all doors and gates are locked, any equipment is secure, and no showers, sinks, or toilets are left running.
5. Only actual swim team members/competitors, coaches, and officials are permitted on the pool deck or in the water.
6. No more than one person in the dive well while the dive board is being used.
7. Any swim team participant may not enter the pool or facilities until the allotted time on the Reservation Form, and not without the designated representative present. All swim team members must leave the pool and facilities after the allotted time.
8. Only the School Board designees shall be allowed in the office.
9. Any equipment the agent wishes to store at a pool must be approved in writing by the Park Site Supervisor. No equipment may be stored in any bathrooms until the Park Site Supervisor closes the pool to the public. Pasco County shall not be responsible for any lost, stolen, or damaged equipment or personal items.
10. Key(s) will be issued to the agent for the pool. No key(s) shall be duplicated or issued to anyone else at any time. The key(s) shall be returned to the Park Site Supervisor upon the last day of usage on the Reservation Form.
11. The last swim team to use any pool shall take the lane lines out of the water after use during the period the pool is open to the public as indicated by the Park Site Supervisor.