

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BROOKSVILLE, FLORIDA
AND THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
FOR USE OF TENNIS COURTS AND VOLLEYBALL COURTS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on the ___ day of _____, 20___, by and between **THE CITY OF BROOKSVILLE, FLORIDA**, a Florida municipal corporation (“City”), whose address is 201 Howell Avenue, Brooksville, FL 34601 and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a public body corporate (“School Board”), whose address is 919 N. Broad Street, Brooksville, Florida 34601.

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

WHEREAS, the City owns and operates tennis courts and volleyball courts through its Parks and Recreation Department for the benefit of the public; and

WHEREAS, the School Board desires to use such courts for school-related athletic activities; and

WHEREAS, the Parties desire to set forth the terms and conditions governing the School Board’s use of the City’s tennis courts and volleyball courts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated herein by this reference as an integral part of this Agreement.
2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - a. “City Facilities” means all Court Facilities and other facilities owned and operated by the City and which the City makes available to the School Board under this Agreement.
 - b. “Court Facilities” means all tennis courts and volleyball courts owned and operated by the City and which the City makes available to the School Board under this Agreement.
 - c. “City Program” means any program, event, or other activity operated or sponsored by the City.

- d. “District Program” means any school-related athletic program, practice, game, match, or similar activity organized and operated by the School Board.

3. **Term of Agreement; Renewal.** This Agreement shall commence upon the date executed by the last Party hereto (the "Effective Date") and expire on July 31, 2026 (the "Initial Term"). The Parties may renew this Agreement for one or more successive twelve-month periods, commencing on August 1 and ending on July 31 in the immediately following calendar year (a "Renewal Term"), and with the first Renewal Term (should the parties wish to renew this Agreement), commencing on August 1, 2026, and ending on July 31, 2027. This Agreement shall renew automatically unless notification of non-renewal is provided by any Party not less than 30 days prior to the expiration of the Initial Term or to the then-current Renewal Term. Upon any renewal, the Agreement shall renew at the fees in effect as of the renewal date and as set forth in the Agreement. At the time of renewal, all other terms and conditions of this Agreement shall remain the same.

4. **Facilities Covered.** Subject to the terms of this Agreement, the City shall make available for District Programs all City-owned tennis courts and volleyball courts.

5. **Scheduling.** For each volleyball and tennis season, the School Board shall provide the City’s Parks and Recreation Department with its complete athletic schedule for District Programs to be held at the Court Facilities in advance of the start of the applicable season, and in all events prior to the first scheduled event for that sport at the Court Facilities. The Parties acknowledge that for High School and Middle Schools in 2026, the tennis season is anticipated to begin in January of 2026 and March of 2026, respectively. The beach volleyball season is anticipated to begin in February of 2026. Season start dates will vary from year to year. The City’s Parks and Recreation Director shall provide the Hernando County School District Director of Athletics with the deadline to submit reservation requests in writing at least forty-five (45) days prior to the applicable season. The School Board shall submit season reservation requests by the deadline set by the City’s Parks and Recreation Director, and early enough to give the City reasonable time to plan staffing, scheduling, etc.

- a. **Right of First Refusal.** Subject to the limitations and exceptions set forth herein, the School Board shall have a right of first refusal to reserve and use the Court Facilities for District Programs prior to acceptance of reservations from third parties. Should the City’s Parks and Recreation Director receive a bona fide third-party request for use of the Facilities during either the beach volleyball season or tennis season, the City shall notify the School Board of the request as soon as practicable to allow for the School Board to exercise its Right.

- b. **Exercise; Notice; Response.** To exercise its right of first refusal, the School Board shall provide its reservation requests no later than the deadline provided by the City’s Parks and Recreation Director or after the City receives a bona fide third-party request that conflicts with the School Board’s requested use, whichever occurs first. The City shall confirm availability or state the grounds

for unavailability in writing within ten (10) days after receipt of the School Board's reservation request.

- c. If the School Board exercises its right for only a portion of a requested time block, the City may accept third-party reservations for the remaining portion(s) that do not materially interfere with the School Board's use.
- d. **Approving Season Reservation Requests.** Upon receipt of the School Board's season reservation request, the City shall review the requested dates, times, and facilities and shall identify any conflicts with previously scheduled City Programs or public reservations. Subject to existing identified conflicts limited to section 5.e., the City shall reserve the requested dates, times, and facilities for the School Board's events as set forth in the School Board's season reservation request. The City shall confirm the approved reservations in writing via email to the District Athletics Director and the applicable School Athletic Director. Upon providing written confirmation, the City shall treat the approved dates, times, and facilities as reserved for the School Board, and shall not accept conflicting reservations for those same dates, times, and facilities, except as otherwise agreed by the Parties in writing.
- e. **Limitations and Exceptions.** The right of first refusal is subordinate to: (a) previously executed City reservations memorialized in writing prior to the School Board's reservation request and prior to the reservation request deadline; (b) City-sponsored events of citywide significance approved in writing by the City Manager or Mayor prior to the School Board's reservation request; (c) emergency operations, public safety needs, elections, or uses mandated by law; and (d) closures, maintenance, repairs, or capital projects that render Court Facilities unavailable. The right of first refusal does not waive or alter applicable Facility rules, insurance, indemnity, supervision, or staffing requirements, nor any fees or cost-recovery charges otherwise applicable under this Agreement, except as expressly provided herein.
- f. **Unavailability of Facilities.** The City may temporarily close or restrict access to any Court Facility due to weather, safety concerns, maintenance, repairs, staffing shortages, or other operational reasons. In such event, the City shall use reasonable efforts to notify the School Board as early as practicable and, where feasible, to offer an alternative date or location, but shall not be liable for any damages arising from such closure or restriction. Notwithstanding the same, should the applicable School Athletics Director and District Athletics Director determine, at their sole discretion, that the alternative date or location is not practicable or fit for the District Program, the School Board shall provide written notification to the City as soon as practicable. The City shall refund any payments made by the School Board for use of the previously reserved Court Facility within ten (10) days of the District's written notification to the City.

- g. **Good-Faith Coordination; Mitigation.** The City and the School Board shall reasonably cooperate to avoid and mitigate scheduling conflicts, including by identifying comparable alternate dates, times, or facilities in the City's inventory when the Court Facilities are unavailable. Where an exception in Section 5. e. applies, the City shall provide prompt written notice describing the basis for unavailability and, where practicable, offer alternative accommodations.
- h. **Making Season Reservation Requests.** The School Board's season reservation requests shall be submitted by email to the City's Parks and Recreation Department at parksrec@cityofbrooksville.us, or such other email address as the City may designate in writing. The season reservation request must list: all requested dates and times for the upcoming season, the specific facility or facilities for each date, the start and end times, and whether an adjacent pavilion is also requested. The start and end time shall include and delineate between preparation, game duration, and breakdown.
- i. **Conflicting Reservation.** If the City accepts, approves, or otherwise confirms a reservation, license, or other grant of use of the Court Facilities to any third party that conflicts in whole or in part with the School Board's confirmed reservation for the same facility, date, time, or material portion thereof, such occurrence shall constitute a Conflicting Reservation. The City shall promptly provide written notice to the applicable School Athletics Director and District Athletics Director upon learning of any potential or actual Conflicting Reservation and shall, within 5 business days of such notice, use reasonable efforts to cure the conflict by honoring the School Board's confirmed reservation or by securing an equivalent alternative facility, date, and time acceptable to the in the applicable School Athletics Director and District Athletics Director's sole discretion. If a Conflicting Reservation is not cured to the applicable School Athletics Director and District Athletics Director's satisfaction pursuant to this paragraph, the City shall refund to the applicable School Athletics Director, within 10 business days after the earlier of (a) the School Board's written rejection of the proposed cure or (b) the reserved date, all amounts the School Board has paid to the City attributable to the affected reservation, including any deposits, fees, or charges.
- j. **Additional Reservations.** The School Board may request additional reservations by email to the Parks and Recreation Department using the same email address and procedure described above in Paragraph 5(a). Such additional reservations shall be subject to availability. The City shall make reasonable efforts to accommodate timely reservation requests and shall confirm approved additional reservations in writing. No additional reservation is confirmed until written confirmation is provided.
- k. **Modifications and Cancellations.** If the School Board must cancel or reschedule a District Program scheduled at a Court Facility, it shall notify the

Parks and Recreation Department by email as soon as reasonably practicable. All payments made for the reservation shall be refunded to the School Board within 10 business days after notification to the City of the cancellation or rescheduling. All refunds shall be made out to the Hernando County School District, and sent to the applicable School Athletics Director, copying the District Athletics Director. The City may, in its discretion, decline to approve late or last-minute changes if such changes would unreasonably interfere with City Programs or public reservations.

6. **Fees and Payment.** The School Board shall pay the City for use of the Court Facilities at the following hourly rates. The City shall invoice the School Board on a monthly basis for approved and completed reservations during the prior month, and shall send the invoices to the applicable School Athletic Directors, with a copy to the District Athletics Director. Payment shall be due within thirty (30) days after the School Board's receipt of the invoice. As of the Effective Date, the City's fees are:

- a. Volleyball courts: Twenty Dollars (\$20.00) per hour per court; and
- b. Tennis courts: Five Dollars (\$5.00) per hour per court.

The parties agree that the fee payable under this Agreement is limited solely to the actual duration of the game from scheduled start to conclusion and expressly excludes any time spent on, or costs associated with, setup, pre-game preparation, warm-ups, sound checks, equipment installation, staging, and post-game breakdown, teardown, cleanup, or removal activities, as well as time for invitees to enter or exit the venue. Any time or services required for preparation, cleanup, and entrance or exit from the venue outside of the actual game time shall be at no cost to the District.

7. **Use of Adjacent Pavilions for Volleyball.** For District Programs held at the City's volleyball courts, the adjacent pavilion is included with the volleyball court rental fee under this Agreement. If the School Board desires to use an adjacent Pavilion in connection with a volleyball court reservation, it must reserve the Pavilion separately. If the School Board does not separately reserve the Pavilion, the City may rent the Pavilion to other users during the School Board's volleyball court reservations.

8. **School Board Responsibilities.** For each District Program at any City Facility:

- a. The School Board shall ensure that its District Programs do not infringe upon time already scheduled by others at a City Facility and that the City Facility is vacated no later than the end of the time scheduled for the applicable District Program.
- b. The School Board shall ensure that at least one designated adult representative or coach (18 years of age or older) is physically present on site at all times, who shall:
 - i. Arrive at the City Facility in advance of the scheduled start time;

- ii. Oversee the safety of students, employees, volunteers, and spectators attending the District Program;
 - iii. Ensure that all School Board participants and spectators leave the City Facility no later than the scheduled end of the District Program;
 - iv. Remain at the City Facility until all School Board participants and spectators have left; and
 - v. Ensure that the City Facility is left in substantially the same condition in which it was found.
- c. The School Board shall ensure that all District Programs at City Facilities are conducted in accordance with all applicable federal, state, and local laws and regulations, all applicable School Board policies, and all City ordinances, rules, and written facility use guidelines as may be provided to the School Board and updated from time to time.
 - d. The School Board shall ensure that no person attending a District Program smokes anywhere on any City property that is designated as being a non-smoking area.
 - e. The School Board shall ensure that no person consumes or has open alcohol anywhere on any City property while attending a District Program.
 - f. The sale of goods, food or beverages by persons on City property is prohibited.
 - g. The School Board shall ensure that persons attending City Facilities for purposes of District Programs park only in designated parking areas.
 - h. The School Board shall ensure that no person attending City Facilities for purposes of District Programs uses any open flame, pyrotechnics or fog machines on or in any City Facility.
 - i. The Using-Party shall ensure that all refuse produced by Using-Party Persons within City Facilities are placed in the appropriate designated receptacles.
 - j. The School Board acknowledges that the City shall not be liable for any damage to or loss of any property belonging to the School Board or persons attending City Facilities for purposes of District Programs in connection with the use of any City Facility.
 - k. If any portion of the Court Facilities, equipment, or appurtenances is damaged as a result of the negligence or willful misconduct of the School Board, its employees, agents, students, or invitees (beyond normal wear and tear), the City shall provide written notification of the same to the School Board within ten (10) days of discovering the damage, in addition documentation in support of the same. The School Board will then have the opportunity to address and repair the damage. Should the School Board be unable to repair the damage, the City

may proceed with repairs and invoice the School Board for the reasonable, documented cost. Payment will be due within forty-five (45) days after receipt of the invoice.

1. The School Board shall promptly report any apparent hazardous or unsafe condition at the Court Facilities encountered in connection with District Programs to the City's Parks and Recreation Department.

9. **City Responsibilities.**

- a. The City shall be responsible for the general operation, routine maintenance, and repair of the City and Court Facilities, consistent with the standards the City applies for public use, subject to budgetary and operational constraints.
- b. The City shall provide necessary utilities (such as lighting, where available, and water) for the Court Facilities during scheduled District Programs, consistent with City policies. The City may establish and implement reasonable practices to conserve energy and manage usage.
- c. The City shall be responsible for ensuring that any and all portions of City Facilities and Court Facilities are kept in a clean and neat condition during and after the City's use of said City and Court Facilities.

10. **Insurance.**

- a. **Required Coverage.** The School Board shall maintain commercial general liability insurance, covering all of the parties' operations regarding this Agreement, with a combined single limit of not less than Two Million Dollars (\$2,000,000). In addition, the School Board shall maintain:
 - i. Comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used pursuant to this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000).
 - ii. Workers' compensation plan covering all of its employees as required by Florida law, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the Florida Department of Insurance.
 - iii. Employer's liability coverage for each employee who is subject to this Agreement. That policy shall provide employer's liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per occurrence.

- b. **Self-Insurance.** If the School Board elects to be self-insured, in lieu of providing proof of insurance, the School Board shall provide proof of self-insurance satisfactory to the City and meeting the requirements imposed herein, which can include a consent to self-insure issued by the Florida Department of Insurance. The School Board warrants that the self-insurance provides substantially the same protection as the insurance required herein. The School Board further agrees to notify the City in the event any change in self-insurance occurs that would alter the obligations undertaken in this Agreement within thirty (30) days of the change.
- c. **Other Requirements.** Without limiting the parties' duties of indemnification, the School Board shall comply with the following insurance coverage requirements:
 - i. Each policy shall be issued by a company authorized by law to transact business in the State of Florida.
 - ii. Each policy shall provide that the parties shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof.
 - iii. Comprehensive motor vehicle and commercial general liability policies shall provide an endorsement naming the City, and its officers, agents, representatives and employees as additional insured.
 - iv. The School Board shall provide an endorsement that the insurer waives the right of subrogation against the City, and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers, but only for claims arising from the negligence or wrongful acts of School Board officers and employees acting within the scope of the officer's/employee's office or employment under the circumstances in which the School Board would be liable to the claimant.
 - v. The required coverage and policy limits shall be maintained in effect throughout the Term.
- d. **Certificates of Insurance.** Upon execution of this Agreement, the School Board shall file certificates of insurance or consents to self-insure with the City, showing that it has in effect the insurance required by this Agreement. The School Board shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

11. **Indemnification.** To the fullest extent permitted by Florida law, each party shall defend, indemnify, and hold harmless the other party, its governing body and members thereof, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered

by the other party, its agents, contractors, employees, representatives, officers, servants, concessionaires, or volunteers in conjunction with the performance of this Agreement, unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against said party, the other party, upon written notice from the other, shall defend the same at its expense by counsel approved in writing by the Indemnified Party.

12. **Notices.** Except as otherwise provided herein, any notice of default or termination, from either party to the other party shall be in writing and sent by certified mail, return receipt requested or personally delivered with signed proof of delivery. The City's and School Board's representatives are:

City: Lisa Hendrickson
City Manager
201 Howell Ave.
Brooksville, FL 34601
Phone: (352) 540-3810

With copies to: City Attorney
Vose Law Firm
Phone: (407) 645-3735

School Board: Ray Pinder
Superintendent of Hernando County School District
919 North Broad Street
Brooksville, Florida 34601
Phone: (352) 797-7001

Dustin Kupcik
District Athletics Director
919 North Broad Street
Brooksville, Florida 34601
Email: kupcik_d@hcsb.k12.fl.us
Phone: (352) 797-7000

With copies to: Office of General Counsel
919 North Broad Street
Brooksville, Florida 34601
Phone: (352) 797-7253

13. **Public Records.**

- a. If a request to inspect or copy public records relating to this Agreement is received by the City or the School Board, such requests will be handled pursuant to Section 119, Florida Statutes any internal City or School Board policy or procedure.

- b. **IF THERE ARE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS. CUSTODIAN OF PUBLIC RECORDS FOR CITY: JENNIFER BATTISTA, JBATTISTA@CITYOFBROOKSVILLE.US. CUSTODIAN OF PUBLIC RECORDS FOR SCHOOL BOARD IS: ELLERMAN_A@HCSB.K12.FL.US.**

14. **E-Verify.** The City and the School Board shall comply with Chapter 448.095, Florida Statutes with regards to E-Verify.

15. **No Waiver of Sovereign Immunity.** Each Party shall be liable for its own negligent acts or omissions and those of its officers, employees, and agents acting within the scope of their employment, to the extent provided by section 768.28, Florida Statutes, as it may be amended. Nothing in this Agreement shall be construed as a waiver of either Party's sovereign immunity or the monetary limitations set forth in section 768.28, Florida Statutes, or as consent to be sued by any person or entity

16. **Assignment.** Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except as may be required by law.

17. **Termination.** This Agreement will remain in effect unless terminated by either Party as follows:

- a. **Termination for Cause.** If either Party materially breaches this Agreement, the non-breaching Party may provide written notice specifying the breach and the action required to cure the breach to the breaching party. The breaching party shall then be entitled to a period of fifteen (15) business days from receipt of said notice in which to cure the breach. In the event the breach is not cured within the fifteen (15) business day period, this Agreement may be terminated not less than ten (10) business days after receipt of the written notice.
- b. **Termination for Convenience.** Either Party may terminate this Agreement for convenience, without cause, by providing the other Party at least thirty (30) days' prior written notice.

18. **Automatic Termination.** This Agreement shall automatically terminate upon the expiration of this Agreement as described in Paragraph 3 above.

19. **Unforeseen Questions.** The Parties agree that in the event of unforeseen questions arising out of the use of the City Facilities subject to this Agreement, the questions will be settled in writing between the Superintendent and the City Manager, or their respective designees, for resolution of such questions concerning this Agreement.

20. **No Transfer of Ownership.** Nothing in this Agreement shall be construed as a transfer of ownership or any property interest in the City Facilities. The City retains full ownership, control, and management authority over the City Facilities.

21. **Force Majeure.** Neither Party shall be liable to the other for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by acts of God, weather events, fire, flood, war, terrorism, labor disputes, epidemics, utility failures, governmental orders, or other events beyond that Party's reasonable control.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the School Board's use of the City's tennis and volleyball Court Facilities and supersedes all prior discussions or understandings on this specific subject, whether written or oral.

23. **Modification.** No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by the Parties.

24. **Binding Effect.** This Agreement shall be binding upon the respective successors and assigns of the Parties hereto.

25. **Amendments.** This Agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

26. **Waiver of Jury Trial.** Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each Party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

27. **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

28. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

29. **Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute this Agreement on behalf of that Party.

30. **Governing Law; Venue; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of Hernando County, Florida.

Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each Party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal or administrative proceeding.

31. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

32. **Non Waiver.** The failure of either party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

33. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURES TO FOLLOW]*

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates set forth below.

Hernando County School Board

Attest:

Ray Pinder, Superintendent

Kayce Hawkins, Board Chair

Date: _____

City of Brooksville

Attest:

Jennifer Battista, City Clerk

Christa Tanner, Mayor

Date: _____