

**INTERLOCAL AGREEMENT AMONG
THE SCHOOL BOARD OF HERNANDO COUNTY,
HERNANDO COUNTY, AND THE CITY OF BROOKSVILLE
FOR THE MUTUAL USE OF FACILITIES**

THIS INTERLOCAL AGREEMENT is made and entered into on the ____ day of _____ 2024, by and among the School Board of Hernando County, whose address is 919 N. Broad Street, Brooksville, FL 34601 (the "District"), Hernando County, a political subdivision of the State of Florida, through its elected Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (the "County"), and the City of Brooksville, a Florida municipal corporation, whose address is 201 Howell Avenue, Brooksville, FL 34601, (the "City") (collectively the District, the County and the City are referred to herein as "Parties") for the mutual use of each other's facilities as provided for herein, and the parties state:

RECITALS:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Fla. Stat. § 163.01, permits local governmental units to make the most efficient use of their respective powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic,

economic, population, and other factors influencing the needs and development of local communities; and,

WHEREAS, the Parties each own and operate various facilities in Hernando County, such as gymnasiums, playgrounds, cafeterias, auditoriums, athletic fields, and recreational areas for the benefit of the general public; and,

WHEREAS, the Parties each recognize the need, on occasion, for the Parties to utilize the facilities of the another of the Parties and thereby prevent unwarranted duplication of certain type of facilities.

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth and contained, the Parties agree as follows:

1. Incorporation of Recitals

The Parties incorporate the foregoing as if fully set forth herein.

2. Definitions

In this Agreement, the following terms are defined as follows:

"Business Day" means a day other than Saturday, Sunday, or a statutory holiday in Florida;

"City Manager" means the City Manager employed by the City.

"City Facilities" means those facilities owned and operated by the City and which the City makes available to the County and/or the District under this Agreement.

"City Equipment" means the equipment the City typically makes available for use in City Facilities.

"City Persons" means all persons involved in City Programs using District or County Facilities (including, without limitation, participants in said programs, instructors, and supervisors); any family members or friends of persons involved in City Programs using District or County Facilities who attend said District or County Facilities in connection with such City Programs; and, all other persons for whom the City is otherwise at law responsible.

"City Program" means a program operated by the City.

"County Administrator" means the County Administrator employed by the Hernando County District of County Commissioners.

"County Facilities" means those facilities owned and operated by the County and which the County makes available to the District and/or the City under this Agreement.

"County Equipment" means the equipment the County typically makes available for use in County Facilities.

"County Persons" means all persons involved in County Programs using District and/or City Facilities (including, without limitation, participants in said programs, instructors and supervisors); any family members or friends of persons

involved in County Programs using District and/or City Facilities who attend said District and/or City Facilities in connection with such County Programs; and, all other persons for whom the County is otherwise at law responsible.

"County Program" means a program operated by the County.

"District Equipment" means the recreation equipment the District typically makes available when allowing community use of its facilities.

"District Facilities" means those facilities owned by the District, located within the geographic limits of the Hernando County and which the District makes available to the County and/or the City under this Agreement.

"District Persons" means all persons involved in District Programs using County and/or City Facilities (including, without limitation, students of the District, as well as teachers and advisors); any family members or friends of persons involved in District Programs using County and/or City Facilities who attend said County and/or City Facilities in connection with such District Programs; and, all other persons for whom the District is otherwise at law responsible.

"District Program" means a program organized and operated by the District.

"Facilities" means any place, structure, area, classroom, gymnasium, playground, park, cafeteria, auditorium, athletic field, or recreational area, whether or not it is used primarily for other purposes.

"Initial Term" has the meaning given to it in section 3.

"Owner-Party" means the party that owns or operates a facility that is subject to another Party's use pursuant to this Agreement.

"Program" shall mean either:

(a) An instructional, informational, social, or community program which is initiated, organized, managed, scheduled, and supervised by a Party to this Agreement; or,

(b) A comparable community-run program that is sponsored and overseen by a party to this Agreement.

"Renewal Term" has the meaning given to it in section 3.

"Superintendent" means the Hernando County Schools Superintendent employed by the School Board of Hernando County.

"Term" means either the Initial Term or a Renewal Term, as the context requires.

"Using-Party" means the Party that intends to utilize a facility that is owned by another Party pursuant to this Agreement.

3. Exclusion of Recreational or Athletic User from Scope of Agreement

The mutual use of facilities and equipment contemplated by this Agreement shall not include recreational or athletic uses.

4. 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. At the time of renewal, all other terms and conditions of this Agreement shall remain the same.

5. Scheduling

Each Party will make its facilities and equipment available for use by the other Party on a first priority basis after the scheduling requirements for its own programs have been met.

The Superintendent, the County Administrator, and the City Manager, or their respective designees, shall meet during August of each year to establish a master schedule for the joint use of the Parties' facilities and equipment for the following school year. The Parties shall jointly maintain the resulting schedule.

The County or City shall submit a written request to use a District Facility, and obtain the District's advance, written permission for such use, pursuant to the procedures established in Hernando County School District Policy Manual § 7510, a copy of which is attached hereto as Exhibit "A," as it may be amended from time-to-time. The County or City shall submit a written request to use District Equipment, and obtain the District's advance, written permission for such use, pursuant to the procedures established in Hernando County School District Policy Manual § 7530, a copy of which is attached hereto as Exhibit "B," as it may be amended from time-to-time.

The District or City shall submit a written request to use a County Facility or County Equipment, and obtain the County's advance, written permission for such use, pursuant to the procedures established in Hernando County District of County Commissioners Policy #05-03, a copy of which is attached hereto as Exhibit "C," as it may be amended from time-to-time.

The County or District shall submit a written request to use a City Facility or City Equipment, and obtain the City's advance, written permission for such use, pursuant to any procedures in place at the time, which may be amended from time-to-time.

The Parties acknowledge, understand and agree that in the event that (i) a facility is the subject of or affected by any labor dispute or disturbance; (ii) a Party needs to effect repairs and/or upgrades to one of its facilities; (iii) a Party is unable to provide a custodian or suitable staff person for the particular facility where it would typically require a custodian or suitable staff person to be present at such facility; (iv) a facility is closed as a result of weather conditions, epidemics or other acts of God; (v) there has been a power outage or other utility failure affecting a facility; or (vi) a specific or general emergency has occurred, the owner (the "Affected Party") of such facility may not be able to make that facility available to the other Party and may have to cancel already scheduled programs. In such circumstances, the Affected Party shall have no liability or other obligation to the other Party as a result of such circumstances. Each Party shall monitor the others' websites, on a regular basis, for purposes of determining whether any facilities might not be accessible as a result of the circumstances contemplated above; however, the Affected Party shall use reasonable efforts to advise the other Party at the earliest reasonable opportunity of the occurrence or circumstances in question. In addition, and if feasible, the Affected Party shall use reasonable efforts to make available one (or more, as the case maybe), of its reasonably similar facilities for such time(s) and date(s) as are reasonable in the circumstances. To the extent the Party denied

access is not provided with an alternative facility or arrangement, it shall be treated as not having booked or used the effected facilities. The Parties recognize that prolonged issues might give rise to the need to reconsider certain issues on a renewal of this Agreement.

Whenever any action, consent, approval, or agreement is required of any Party within the terms of this Agreement, the County Administrator, or his or her designee, may act on behalf of the County, the Superintendent, or his or her designee, may act on behalf of the District, and the City Manager, or his or her designee may action on behalf of the City.

Disagreements or conflicts regarding facility usage shall be negotiated in a professional, timely, and fair manner by the Superintendent, the County Administrator, and/or the City Manager, or their respective designees, as applicable.

To the extent possible, each Party shall insure that appropriate means of access will be provided as applicable to ensure access for special needs such as, but not limited to, persons with disabilities, vehicular access for special maintenance, and restrooms as funds, guidelines, and policies permit.

6. Costs

Except as provided herein, each Party agrees to permit the other to use its facilities and equipment without charge.

Each Party agrees to provide utilities to its respective facilities at its own expense, including air conditioning, and where possible, lighting for both interior and exterior areas, as well as all competition areas, and water for all needs such as restroom use, grounds, and public consumption.

When additional staff is required or if a request for use falls outside of a facility's regular hours of operation, the Owner-Party may assess the Using-Party for the actual cost of providing the additional staffing. Each Party, however, agrees to adjust its employee's schedules, to the extent possible, to avoid or reduce such additional staffing costs. Notwithstanding the foregoing, each Party agrees not to charge the other staff time for employees who, as part of their regular duties, happen to be present at a facility while it is being used by the other Party.

7. Mutual Obligations of the Parties

In connection with each Party's use of the other's facilities as contemplated by this Agreement, it is agreed by the Parties as follows:

(a) Each Using-Party shall use reasonable efforts to ensure that the Owner-Party's Facilities are vacated before the time they are scheduled for use in connection with the Owner-Party's Programs.

(b) Each Owner-Party shall ensure that the Owner-Party's Equipment is in good condition and equivalent to the quality of equipment that is provided by it for other community use programs.

(c) Each Party shall maintain its facilities to that Party's current operational standards.

(d) The District shall be responsible for the care and supervision of all District Persons.

(e) The County shall be responsible for the care and supervision of all County Persons.

(f) The City shall be responsible for the care and supervision of all City Persons.

(g) If an Owner-Party's Facility or its contents, appurtenances or equipment are damaged by an act, omission, or negligence by any Using-Party Person (other than "wear and tear"), the Using-Party shall pay to the Owner-Party such reasonable amount as may be required to restore, with materials of like kind and quality, damaged property to its pre-damage condition.

(h) Each Party shall promulgate a set of written guidelines governing the use of its facilities. At the discretion of a Party, the guidelines may either be

specific to a particular facility or applicable to all of the Parties' facilities generally. Each Party shall be held strictly accountable for enforcing the guidelines during the course of the Using-Party's Program to ensure the safety and well-being of all participants therein. A Party's failure to comply with this provision may result in the denial of future requests to use the applicable facility.

8. Specific Obligations and Requirements Regarding District Facilities

In connection with the County's and/or City's use of the District Facilities, it is agreed as follows:

(a) The Using-Party shall ensure that: (i) its programs do not infringe upon the time scheduled by any other group or program in any District Facility; and, (ii) it vacates the District Facility at the end of the time scheduled for the respective Using-Party Program. The Using-Party acknowledges and understands that the time scheduled for use of any District Facility is to include the time necessary to assemble, disassemble and put away anything used for the respective Using-Party's Program.

(b) The Using-Party shall ensure that the maximum number of persons using a District Facility for purposes of a Using-Party's Program shall not exceed the approved capacity of that District Facility.

(c) The Using-Party shall ensure that, for each Using-Party Program within or on a District Facility, it shall have one or more designated individuals on site who shall have the following responsibilities: (i) arrive at the District Facility in advance of the start time scheduled for the Using-Party Program; (ii) inform the participants of emergency evacuation procedures and exit locations, as applicable; (iii) ensure the safety of Using-Party Persons attending the Using-Party Program; (iv) liaise with the District staff on site; (v) ensure that no Using-Party Persons obstruct any corridors, stairwells or exits in a District Facility; (vi) ensure that a Using-Party Persons leave the District Facilities no later than the end of the time period scheduled with the District for the respective Using-Party Program; (vii) ensure that the District Facility in question is left in an "as found" condition; (viii) not leave the District Facility until all other Using-Party Persons have left; and (ix) immediately report any readily apparent unsafe conditions to the District's custodian on site.

(d) The Using-Party shall be responsible for ensuring that law and order is preserved in connection with all Using-Party Programs insofar as Using-Party Persons are concerned. The Using-Party shall be responsible for ensuring that all Using-Party Programs conducted in or on any District Facility are conducted in accordance with all applicable laws, regulations, guidelines, orders,

and rules.

(e) The Using-Party shall ensure that no Using-Party Person smokes anywhere on any District property while attending a Using-Party Program.

(f) The Using-Party shall ensure that no Using-Party Person consumes or has open alcohol anywhere on any District property while attending a Using-Party Program.

(g) The Using-Party shall ensure that no District Facility is changed or altered by any Using-Party Person (other than the lining of fields using typical materials and protocols, which is permitted). Without limiting the foregoing, the Using-Party shall be responsible for ensuring that no powder, tape, wax, or any other preparation is applied to the floors, walls, ceilings, or grounds comprising part of a District Facility, except as may be specifically permitted by the District. The Using-Party shall be responsible for ensuring that all Using-Party Persons who are using a District gymnasium wear clean, non-marking footwear.

(h) Except where expressly permitted by the District's written guidelines for facility use, no food or beverages (other than water in a sealable container) are permitted in any District Facilities.

(i) The sale of goods, food or beverages by Using-Party Persons on District property is prohibited.

(j) The District has the right reserved to it to maintain and control its facilities in the manner it determines, despite any arrangements contemplated under this Agreement for purposes related to health, safety, and general good stewardship. In this regard, the Using-Party shall ensure that the reasonable instructions of any custodian at a District Facility to a Using-Party Person are carried out.

(k) To the extent that a District Facility is not otherwise normally open for access to the public at the time scheduled for a Using-Party Program, doors must not be propped open.

(l) The Using-Party acknowledges that certain components of the District Facilities contain or may be located within buildings that contain asbestos and/or asbestos containing materials and the Using-Party accepts its use of said facilities subject to this caveat.

(m) The Using-Party shall ensure that Using-Party Persons attending District Facilities for purposes of Using-Party Programs park only in designated parking areas.

(n) The Using-Party shall ensure that no Using-Party Person uses

any open flame, pyrotechnics, or fog machines on or in any District Facility.

(o) No Using-Party Person shall provide goods or services with respect to the playing of, or otherwise conduct, a lottery, scheme, draw or game of chance on or in any District Facility.

(p) The Using-Party shall ensure that all refuse produced by Using-Party Persons within District Facilities are placed in the appropriate designated receptacles.

(q) The Using-Party acknowledges that the District shall not be liable for any damage to or loss of any property belonging to the Using-Party or Using-Party Persons in connection with the use of any District Facility.

(r) No spitting is permitted within any indoor District Facility.

(s) The Using-Party shall ensure that there is no posting or displaying of offensive material by a Using-Party Person at any District Facility.

(t) The Using-Party agrees that, in the event the District reasonably requests it for purposes of the District's complying with applicable laws and regulations, the Using-Party shall provide the District with criminal background checks for any person involved in the supervision of any Using-Party Program at a District Facility.

9. **Specific Obligations and Requirements Regarding County Facilities**

In connection with the Using-Party's use of the County Facilities, it is agreed as follows:

(a) The Using-Party shall ensure that: (i) its programs do not infringe upon the time scheduled by any other group or program for the County Facility; and (ii) it vacates the County Facility at the end of the time scheduled for the respective District Program. The Using-Party acknowledges that the time scheduled for use of any County Facility includes the time necessary to assemble, disassemble and put away anything used for the Using-Party Program.

(b) The Using-Party shall ensure that the maximum number of persons using a County Facility for purposes of a Using-Party Program shall not exceed the approved capacity of that County Facility. The Using-Party shall ensure that, for each Using-Party Program within or on a County Facility, it shall have one or more designated individuals on site and who shall have the following responsibilities: (i) arrive at the County Facility in advance of the start time scheduled for the Using-Party Program; (ii) inform the participants of emergency evacuation procedures and exit locations, as applicable; (iii) ensure the safety of Using-Party Persons attending the Using-Party Program; (iv) liaise with the County staff on site; (v) ensure that no Using-Party Persons obstruct any corridors, stairwells

or exits in a County Facility; (vi) ensure all Using-Party Persons leave the County Facilities no later than the end of the time period scheduled with the County for the respective Using-Party Program; (vii) ensure that the County Facility in question is left in an "as found" condition; (viii) not leave the County Facility until all other Using-Party Persons have left; and (ix) immediately report any readily apparent unsafe conditions to the County staff on site.

(c) The Using-Party shall be responsible for ensuring that law and order is preserved in connection with all Using-Party Programs insofar as Using-Party Persons are concerned. The Using-Party shall be responsible for ensuring that all Using-Party Programs conducted in or on any County Facility are conducted in accordance with all applicable laws, regulations, orders, rules, written guidelines, ordinances, and policies.

(d) The Using-Party shall ensure that Using-Party Person attending a Using-Party Program smokes anywhere on any County property that is designated as being a non-smoking area.

(e) The Using-Party shall ensure that no Using-Party Person consumes or has open alcohol anywhere on any County property while attending a Using-Party Program.

(f) The Using-Party shall ensure that no County Facility is changed

or altered by any Using-Party Person. Without limiting the foregoing, the Using-Party shall be responsible for ensuring that no powder, tape, wax, or any other preparation is applied to the floors, walls, ceilings, or grounds comprising part of a County Facility, except as may be specifically permitted by the County.

(g) Except where expressly permitted by the County's written guidelines for facility use, no food or beverages (other than water in a sealable container) are permitted in any County Facility.

(h) The sale of goods, food or beverages by Using-Party Persons on County property is prohibited.

(i) The County has the right reserved to it to maintain and control its facilities in the manner it determines in its sole discretion, despite any arrangements contemplated under this Agreement for purposes related to health, safety, and general good stewardship. In this regard, the Using-Party shall ensure that the reasonable instructions of any custodian at a County Facility to a Using-Party Person are carried out.

(j) To the extent that a County Facility is not otherwise normally open for access to the public at the time scheduled for a Using-Party Program, doors must not be propped open.

(k) The Using Party acknowledges that certain components of the

County Facilities contain or may be located within buildings that contain asbestos and/or asbestos containing materials and the Using-Party accepts its use of said facilities subject to this caveat.

(l) The Using-Party shall ensure that Using-Party Persons attending County Facilities for purposes of Using-Party Programs, park only in designated parking areas.

(m) The Using-Party shall ensure that no Using-Party Person uses any open flame, pyrotechnics, or fog machines on or in any County Facility.

(n) No Using-Party Person shall provide goods or services with respect to the playing of, or otherwise conduct, a lottery, scheme, draw or game of chance on or in any County Facility.

(o) The Using-Party shall ensure that all refuse produced by Using-Party Persons within County Facilities are placed in the appropriate designated receptacles.

(p) The Using-Party acknowledges that the County shall not be liable for any damage to or loss of any property belonging to the Using-Party or Using-Party Persons in connection with the use of any County Facility.

(q) No spitting is permitted within any indoor County Facility.

(r) The Using-Party shall ensure that there is no posting or

displaying of offensive material by a Using-Party Person at a County Facility.

10. Specific Obligations and Requirements Regarding City Facilities

In connection with the Using-Party's use of the City Facilities, it is agreed as follows:

(a) The Using-Party shall ensure that: (i) its programs do not infringe upon the time scheduled by any other group or program for the City Facility; and (ii) it vacates the City Facility at the end of the time scheduled for the Using-Party Program. The Using-Party acknowledges that the time scheduled for use of any City Facility includes the time necessary to assemble, disassemble and put away anything used for the Using-Party Program.

(b) The Using-Party shall ensure that the maximum number of persons using a City Facility for purposes of a Using-Party Program shall not exceed the approved capacity of that City Facility. The Using-Party shall ensure that, for each Using-Party Program within or on a City Facility, it shall have one or more designated individuals on site and who shall have the following responsibilities:

(i) arrive at the City Facility in advance of the start time scheduled for the Using-Party Program; (ii) inform the participants of emergency evacuation procedures and exit locations, as applicable; (iii) ensure the safety of Using-Party Persons attending the Using-Party Program; (iv) liaise with the City staff on site; (v) ensure

that no Using-Party Persons obstruct any corridors, stairwells or exits in a City Facility; (vi) ensure all Using-Party Persons leave the City Facilities no later than the end of the time period scheduled with the City for the respective Using-Party Program; (vii) ensure that the City Facility in question is left in an "as found" condition; (viii) not leave the City Facility until all other Using-Party Persons have left; and (ix) immediately report any readily apparent unsafe conditions to the City staff on site.

(c) The Using-Party shall be responsible for ensuring that law and order is preserved in connection with all Using-Party Programs insofar as Using-Party Persons are concerned. The Using-Party shall be responsible for ensuring that all Using-Party Programs conducted in or on any City Facility are conducted in accordance with all applicable laws, regulations, orders, rules, written guidelines, ordinances, and policies.

(d) The Using-Party shall ensure that Using-Party Person attending a Using-Party Program smokes anywhere on any City property that is designated as being a non-smoking area.

(e) The Using-Party shall ensure that no Using-Party Person consumes or has open alcohol anywhere on any City property while attending a Using-Party Program.

(f) The Using-Party shall ensure that no City Facility is changed or

altered by any Using-Party Person. Without limiting the foregoing, the Using-Party shall be responsible for ensuring that no powder, tape, wax, or any other preparation is applied to the floors, walls, ceilings, or grounds comprising part of a City Facility, except as may be specifically permitted by the City.

(g) Except where expressly permitted by the City's written guidelines for facility use, no food or beverages (other than water in a sealable container) are permitted in any City Facility.

(h) The sale of goods, food or beverages by Using-Party Persons on City property is prohibited.

(i) The City has the right reserved to it to maintain and control its facilities in the manner it determines in its sole discretion, despite any arrangements contemplated under this Agreement for purposes related to health, safety, and general good stewardship. In this regard, the Using-Party shall ensure that the reasonable instructions of any custodian at a City Facility to a Using-Party Person are carried out.

(j) To the extent that a City Facility is not otherwise normally open for access to the public at the time scheduled for a Using-Party Program, doors must not be propped open.

(k) The Using Party acknowledges that certain components of the City Facilities contain or may be located within buildings that contain asbestos and/or asbestos containing materials and the Using-Party accepts its use of said

facilities subject to this caveat.

(l) The Using-Party shall ensure that Using-Party Persons attending City Facilities for purposes of Using-Party Programs, park only in designated parking areas.

(m) The Using-Party shall ensure that no Using-Party Person uses any open flame, pyrotechnics, or fog machines on or in any City Facility.

(n) No Using-Party Person shall provide goods or services with respect to the playing of, or otherwise conduct, a lottery, scheme, draw or game of chance on or in any City Facility.

(o) The Using-Party shall ensure that all refuse produced by Using-Party Persons within City Facilities are placed in the appropriate designated receptacles.

(p) The Using-Party acknowledges that the City shall not be liable for any damage to or loss of any property belonging to the Using-Party or Using-Party Persons in connection with the use of any City Facility.

(q) No spitting is permitted within any indoor City Facility.

(r) The Using-Party shall ensure that there is no posting or displaying of offensive material by a Using-Party Person at a City Facility.

11. Improvements

(a) The Using-Party shall obtain prior written consent of the Owner-

Party to make any alterations, additions, or improvements to Owner-Party Facilities. Any permanent improvements made to a facility will become the property of the Owner-Party.

(b) Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon. Costs incurred for capital improvements and major renovations to a facility may be shared, if agreed upon, by the Parties based on a pro-rata share of benefitted usage.

(c) Each Party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other Party at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or the Owner-Party's need to use the Owner-Party's Facilities for public purposes.

12. Unforeseen Circumstances

The Parties acknowledge, understand, and agree that in the event that:

- (a) a facility is the subject of or affected by any labor dispute or disturbance;
- (b) a Party needs to effect repairs and/or upgrades to one of its facilities;
- (c) a Party is unable to provide a custodian or suitable staff person for the particular facility where it would typically require a custodian or suitable staff

person to be present at such facility;

(d) a facility is closed as a result of weather conditions, epidemics, or other acts of God;

(e) there has been a power outage or other utility failure affecting a facility;
or,

(f) a specific or general emergency has occurred; the owner (the "Affected Party") of such facility may not be able to make that facility available to any other Party and may have to cancel already scheduled programs. In such circumstances, the Affected Party shall have no liability or other obligations to any other Party (except as specifically contemplated in this Section), as a result of such circumstances. Each Party shall monitor the other's website, on a regular basis, for purposes of determining whether any facilities might not be accessible as a result of the circumstances contemplated above; however, the Affected Party shall use reasonable efforts to advise the other Party at the earliest reasonable opportunity of the occurrence or circumstances in question. In addition, and if feasible, the Affected Party shall use reasonable efforts to make available one (or more, as the case may be), of its reasonably similar facilities for such time(s) and date(s) as are reasonable in the circumstances. To the extent the Party denied access is not provided with an alternative facility or arrangement, it shall be treated as not

having booked or used the effected facilities. The Parties recognize that prolonged issues might give rise to the need to reconsider certain issues on a renewal of this Agreement.

13. Priority of District Students

The County and City recognize that the District must be in a position to ensure that the activities of its students always enjoy priority with respect to the use of District Facilities. In this regard, it is understood that occasion may arise where the County or City has booked the usage of a District Facility and such usage will need to be rescheduled due to an unforeseen need for the use of such facility on behalf of the District. In such circumstances, the District shall use reasonable efforts to advise the County or City, as applicable, of same at the earliest reasonable opportunity. In addition, the District shall use reasonable efforts to make available one of its reasonably similar facilities for the time and date that the booked facility is not available.

14. Mutual Hold Harmless/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.

15. Insurance

(a) The parties 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).

(b) Motor Vehicle Liability Insurance. The parties shall maintain

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).

(c) Workers' Compensation Insurance. Each party shall maintain a 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.

(d) Employer's Liability Coverage. Each party shall maintain 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.

(e) Self-Insurance. If either party elects to be self-insured, in lieu of providing proof of insurance, that party shall provide proof of self-insurance satisfactory to the other party and meeting the requirements imposed herein, which can include a consent to self-insure issued by the Florida Department of Insurance. Either Party providing proof of self-insurance warrants that the self-insurance provides substantially the same protection as the insurance required herein. Each party further agrees to notify the other party 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.

(f) Other Requirements. Without limiting the parties' duties of indemnification, the parties each 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 each provide an endorsement naming the other party, and its officers, agents, representatives, and employees as additional insured.

iv. Each party shall provide an endorsement that the insurer waives the right of subrogation against the other party, and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

v. The required coverage and policy limits shall be maintained in effect throughout the Term and may be adjusted by each party

pursuant to legally required or commercially reasonable practice for property with the same or similar uses.

vi. Certificates of Insurance. Upon execution of this Agreement, the parties shall file certificates of insurance or consents to self-insure with each other, showing that they have in effect the insurance required by this Agreement. The parties 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.

16. Liability; No Waiver of Sovereign Immunity

The Parties shall be liable for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, in the performance of this Agreement; provided, however, that the liability of each of the Parties is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third-party for any cause or matter arising out of or related to this Agreement.

17. Assignment, Inspection and Termination

None of the Parties may assign this Agreement or sublet any facilities of any

other Party or any part thereof without the written consent of the affected party. The Parties agree that each Party and its officers, agents, and servants will have the right to enter and inspect their facilities and the operation being conducted thereon at reasonable times. This Agreement will remain in effect unless terminated by either Party as follows:

(a) Upon an alleged breach of this Agreement by a Party, any other Party may give written notice of termination of this Agreement to the alleged breaching party specifying the claimed breach and the action required to cure the breach. If the alleged breaching party fails to cure the alleged breach within five (5) days from receipt of said notice, then this Agreement as it applies to the alleged breaching Party and the Party alleging the breach will terminate ten (10) days from receipt of the written notice.

(b) Any Party may terminate this Agreement as to that Party for convenience (i.e., for any reason) by giving written notice to any other Party that the Agreement will terminate as to those Parties thirty (30) days from the receipt of said notice by the other Party.

18. Unforeseen Questions

The Parties agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, the questions will be settled in writing among the Superintendent, the County Administrator, and/or the City Manager, as applicable, or their respective designees, for resolution of such questions concerning this Agreement.

19. Force Majeure

The Parties agree that failure or delay of any of the Parties in performing any of the terms of this Agreement shall be excused if and to the extent the failure or delay is caused by any acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule, or regulation beyond the control of the Parties.

20. Entire Agreement

This Agreement contains the entire agreement of the Parties regarding the subject matter thereof. No oral statements, representations or prior written matter relating to the subject matter herein, but not specifically incorporated herein, shall have any force or effect.

21. Modification

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

22. Binding Effect

This Agreement shall be binding upon the respective successors and assigns of the Parties hereto.

23. 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.

24. 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.

25. 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.

26. Authority

Each of the Parties is authorized to execute this Agreement in accordance with Florida law including, but not limited to, Fla. Stat. Chs. 125, 163, and 166.

27. Governing Law: Disputes

This Agreement shall be interpreted and construed in accordance with Florida law. 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.

28. Venue: Jurisdiction

In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each Party hereto consents to the personal jurisdiction

and venue of a tribunal, or a court of subject matter jurisdiction located in Hernando County, Florida.

29. 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.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the
day and year first above written.

Attest:

~~Hernando County School Board~~

~~Linda K. Prescott, Chairperson Date~~

Hernando County Board of
County Commissioners

Attest:

Hindi Kuppe, Deputy Clerk
Douglas A. Chorvat, Jr., Clerk



Elizabeth Narverud 5-28-2024
Elizabeth Narverud, Chairperson Date

~~City of Brooksville~~

Attest:

~~Jennifer Battista, City Clerk~~

~~Blake Bell, Mayor~~

*attached
Battista*

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY *[Signature]*
County Attorney's Office

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Hernando County School Board

Attest:

Legal Sufficiency:

Shannon Rodriguez, Date
Chairperson

Hernando County School Board Attorney

Hernando County Board of County
Commissioners

Attest:

Douglas A. Chorvat, Jr., Clerk

John Allocco, Chairman Date

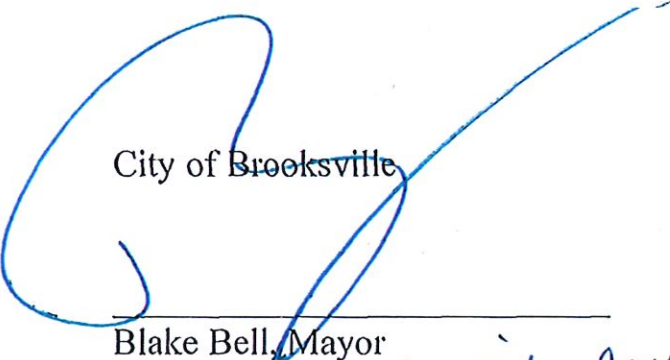
Legal Sufficiency:

Hernando County Attorney

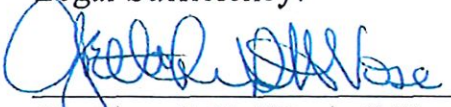
City of Brooksville

Attest:


Jennifer Battista, City Clerk


Blake Bell, Mayor

Legal Sufficiency:


Gretchen R.H. "Becky" Vose, City Attorney, Vose Law Firm

Approved by City Council
4/1/24

