

**INTERLOCAL AGREEMENT
BETWEEN FLAGLER COUNTY, FLORIDA, AND
THE FLAGLER COUNTY SCHOOL DISTRICT
REGARDING THE FLAGLER COUNTY CARVER CENTER FACILITY**

THIS INTERLOCAL AGREEMENT is made and entered into between the Board of County Commissioners of Flagler County ("County"), a political subdivision of the State of Florida, and the Flagler County School District ("School Board"), hereafter referred to together as the "Parties".

WHEREAS, the School Board and County work together on a variety of community services and joint facilities to include an existing interlocal agreement for a youth center on SR 100; and

WHEREAS, both Parties are concerned with our youth and citizens in general and both are facing severe financial pressures requiring creative solutions; and

WHEREAS, The Parties historically have worked together at this same educational and recreational facility for over 30 years; and

WHEREAS, a series of meetings occurred via a coalition of community leaders to strategize and develop ways to work together to financially afford to keep the Carver Center open and provide meaningful programming with better facilities for the community; and

WHEREAS, a cooperative proposal (Attachment A) was developed by the coalition outlining a potential way to keep the Carver Center open and that subsequently was presented and approved by the Parties; and

WHEREAS, the School Board and County are desirous of formally implementing the cooperative proposal and utilizing Carver Center facilities for the education and recreational enjoyment of the residents of Flagler County; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with public agencies 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 School Board desires to use the Carver Center as an educational facility pursuant to Section 1013.15(2)(a), Florida Statutes, and to manage it to serve its educational purposes and secondarily to fulfill social and recreational needs of the community; and



NOW THEREFORE, in consideration of the above matters and the mutual covenants, promises and representations herein, the School Board and County hereto agree to create this Interlocal Agreement to govern the operation, maintenance and future alterations or improvements to the Flagler County Carver Center and related facilities as follows:

A. RESPONSIBILITIES OF FLAGLER COUNTY SCHOOL BOARD

1. The School Board will be responsible for the daily operation of the Flagler County Carver Center and related facilities.
2. The School Board, jointly with the Carver Governance Board of stakeholders shall develop the operational programming and identify activities to occur at the facility. Programming/Activities will address periods when school is both in and out of session to include all programs, School Board affiliated and non-affiliated.
3. The School Board will employ or contract for appropriate staff necessary to manage and provide the educational and recreational programs occurring at the facility at a level agreed to with the County. This may include outside non-profit groups, private vendors, volunteers, and other groups to assist the School with programming. The School Board agrees to hire an existing County employee, Mr. Elijah Emanuel effective July 11, 2011 to assist in this effort under its policies and procedures.
4. The School Board agrees to operate said premises, buildings, furnishings, fixtures and equipment which are constructed or placed upon the premises, in a good state of repair and order, except any ordinary wear and tear arising from the use under this Agreement. The School Board agrees not to strip, waste, or neglect any building, furnishing, fixture, or equipment.

B. RESPONSIBILITIES OF FLAGLER COUNTY

1. Annually, the County shall provide funding for the Carver Center operations in the amount of \$50,000. Of the \$85,000 annual operating budget for the facility, the County will pay the School Board \$55,000 and, of the remaining monies in the budget, the County will pay facility utility, maintenance (including building/equipment repairs), pest/termite control, custodial costs and other consumable supplies (i.e., light bulbs, hand towels, soap and toilet paper), only as funding permits, and act as fiscal agent for the overall budget. Payments to the School Board shall be made quarterly in equal installments of \$13,750 within ten days following July 1, October 1, January 1, and April 1 upon invoice to the



County. The exception shall be the first payment for a prorated period from July 11, 2011 to September 30, 2011 for \$12,243.

2. Capital outlay for maintenance and replacement equipment and facilities will also be part of the County's responsibility, but only as funding permits.

C. JOINT PARTY RESPONSIBILITIES

1. The parties agree to operate in a manner generally consistent with the "Proposal" previously presented to both Boards and attached hereto.
2. The Parties understand there are existing grants pending and agree to work together on obtaining and implementing facility and programming grants to the benefit of the facility.
3. The decision to charge fees for events, the method of collection, method of accounting and the subsequent expenditure of fees for use of the Flagler County Carver Center or participation in activities that occur at the facility shall be developed and agreed to jointly by staff members of the School Board and County after consultation with the Governance Board. Such fees for events shall generally be designed to offset programming costs and fees for rental shall generally offset facility and equipment costs.
4. Revenue generated at or by the Carver Center and related facilities or activities held there shall be used to defray costs of the School Board and County and otherwise to upgrade the facility and/or furnishings/equipment.
5. In the spirit of co-sponsorship for both recreational and educational services to the Flagler County community, the School Board and County may agree to modify and enhance the future Flagler County Carver Center facilities and operation. The staff of the Parties shall be empowered to work out the day to day operational details of this agreement.

D. MISCELLANEOUS PROVISIONS

1. **Term.** The initial term of the agreement shall be for 5 years and year to year thereafter.
2. **Termination.** The Interlocal Agreement shall remain in full force and effect unless terminated by either party. To terminate, either party may give notice to terminate this agreement without cause with 1 year advance notice.



3. **Implementation Date.** The implementation date at the facility shall be Monday, July 11, 2011.
4. **Lawful Use.** The Parties agree that they shall not use any of the above described premises or any part thereof in any unlawful, improper, offensive manner contrary to any applicable law, rule or regulation and shall not use the premises in a manner to be injurious to any person or property or to endanger or affect any insurance on the Flagler County Carver Center and related facilities or to increase the premium thereof.
5. **Sovereign Immunity.** The Parties agree to maintain, at no cost to the other, adequate liability insurance covering their respective employees, officers, or agents and their activities against exposure to judgments that are within the limits of the waiver of sovereign immunity established by the State of Florida.
6. **Indemnification.** The Parties agree that each will defend, indemnify and save the other harmless due to the neglect acts of its own employees, officers, or agents, including volunteers, or due to its negligent operation of equipment, to the extent permitted by law. This section shall not be construed as waiving any party's right of sovereign immunity pursuant to Section 768.28, Florida Statutes, or any other provision of law, or as waiving any other defense or limitation which any of the parties may have against any claim or cause of action by any person not a party to this Interlocal Agreement.
7. **Transfer/Assignment.** The Parties shall not allow or permit any transfer, assignment or other use to be made of this Interlocal Agreement, except as prescribed herein, without first obtaining the written consent of the other party.
8. **Amendment.** This Interlocal Agreement may be modified or revised at any time upon action taken by both the School Board and County.
9. **Delegation.** Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duty of the School Board or officers of the County. Both the School Board and County reserve the right to exercise their functions under this Interlocal Agreement through its designated delegate, or representative.
10. **Effective Date.** This Interlocal Agreement shall become effective upon execution by both parties and filing with the Flagler County Clerk of Circuit Court.



11. **Notices.** All notices provided under or pursuant to the Interlocal Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the County: **Flagler County**
Attn: County Administrator
1769 E. Moody Blvd., Bldg 2
Bunnell, FL 32110

For the School Board: **Flagler County School District**
Attn: School Superintendent
1769 E. Moody Blvd., Bldg 2
Bunnell, FL 32110

12. **Severability.** The validity of any portion, article, section, paragraph, provision, clause or any portion thereof of the Interlocal Agreement shall have no effect upon the validity of any other part or portion hereof.
13. **Third Party Beneficiaries.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than School Board and County. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the School Board and County and not for the benefit of any other party.
14. **Resolution of Claims/Disputes.** All claims, disputes and other matters in question between the parties to this Interlocal Agreement arising out of or relating to this Interlocal Agreement or the breach thereof shall be mediated between the County Administrator and School Superintendent in good faith before being referred to their respective boards.
15. **Force Majeure.** No party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under state law, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this section is beyond the control and authority and without the fault or negligence of the PARTY seeking relief under this Section.
16. **Ability to Obligate.** Each PARTY hereto represents to the other that it has undertaken all necessary actions to execute this



Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names by their proper officers the day and year below written and forwarded to the Flagler County Attorney's Office for filing of this Interlocal Agreement with the Clerk of the Circuit Court of Flagler County, Florida.

FLAGLER COUNTY

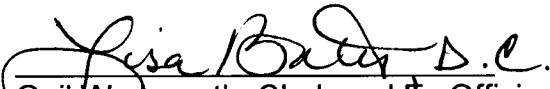
APPROVED this 6th day of June, 2011, by the Flagler County Board of County Commissioners.

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

ATTEST:



Alan C. Peterson, Chairman



Gail Wadsworth, Clerk and Ex Officio
Clerk to the Board

APPROVED AS TO FORM:



Al Hadeed, County Attorney

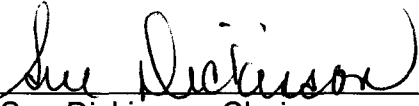


SCHOOL BOARD

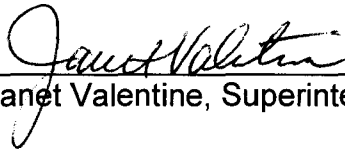
APPROVED this 7th day of June, 2011, by the Flagler County School District.

FLAGLER COUNTY SCHOOL DISTRICT

ATTEST:



Sue Dickinson, Chairman



Janet Valentine, Superintendent

APPROVED AS TO FORM:



Kristy J. Gavin, School Board Attorney

PROPOSAL

George Washington Carver Community Center

201 Drain Street East
Bunnell, Florida 32110

Management & Governance

School Board of Flagler County

For the past seven years, the Flagler County Board of County Commissioners and the School Board of Flagler County have worked under a cooperative interlocal agreement for the daily operation of the Flagler Youth Center. Under this agreement the School Board has been responsible for the operational and recurring capital costs of the Youth Center, while the Flagler BOCC has provided the necessary funding levels to accommodate staffing of this facility and provided the initial capital funding. This beneficially shared experience has afforded us the opportunity to evaluate the daily operations of the Carver Center and feel that a similar agreement could be reached between both parties for the management of this facility. Unlike the previous agreement we have with the School Board at the Youth Center, the Flagler BOCC will assume responsibility for the facility operational costs and capital costs associated with the facility, while the School Board will manage the staff and programming. Specifics related to the responsibilities of both parties will be spelled out in more detail in an interlocal agreement similar to the one existing for the Youth Center.

Create a Youth Advisory Council

Much of the success of the Flagler County Youth Center can be directly attributed to the facility's Student Advisory Council. A similar youth council, modeled after the Flagler County Youth Center, would be created for the Carver Center with a member also serving on the Carver Center's Governance Board. The Carver Youth Council will serve as the youth leadership team and Advisory Council for the center. The overall purpose of the Youth Advisory Council is to give interested youth, of all ages, a voice in the organization and operation of the Carver Youth Center.



George Washington Carver Foundation -501(c)(3)

A community support organization known as the George Washington Carver Foundation has been established. The purpose of this foundation is to facilitate community relationships and awareness of the Center while promoting programs to local residents. Approval of the foundation's 501(c)(3) status would assist with the solicitation and attainment of additional financial resources that otherwise would be unavailable. In addition, a member of the foundation will also serve on the governance board.

Create a Collaborative Governance Board

The future governance of the Carver Center will be based in part on funding levels and part on client representation. In an effort to provide a good cross-section of representation, the table below is an example of how the governing body of the Carver Center could look.

Entity	Representation
Flagler County Board of County Commissioners	1 Staff or Board Member
City of Bunnell	1 Staff or Board Member
Flagler School Board	1 Staff or Board Member
Flagler County Sheriff's Office	1 Staff Member
Housing Authority of Flagler	1 Staff Member
Carver Center Youth Council	1 Board Member
G.W. Carver Foundation	1 Board Member
Community-at-Large member (appt. by group)	2 Members By Application Process

The purpose of the governance board will be to provide a coalition that focuses primarily on supporting the needs and delivery of services at the Carver Center. This would mean that each of the representatives would be able to have a voice to ensure that the needs of their respective constituents are being met at the Center. The managing entity of the Carver Center will receive feedback and guidance from the Governing Board.



Funding

Many discussions have taken place regarding the future funding for the Center. Firm commitments have been made by several partners that will provide for the complete operational funding over the next five years.

Past expenditures for the Center have been approximately \$117,000 annually. With staffing level changes and the use of volunteers to supplement staff, and other in-kind contributions, staff is confident we can lower the operating costs to approximately \$85,000 annually (see Proposed Budget). These costs would then be shared by a variety of Center partners to minimize the financial impact to any single entity. The table below is an example of how the center would be funded.

Source	Annual Allocation
Flagler County	\$50,000
City of Bunnell	\$10,000
Flagler School Board	\$10,000*
Flagler County Crime Prevention Grant (55K Annually)	\$15,000**
Flagler County Sheriff's Office - Law Enforcement Trust Funds	\$5,000
Non-profit Group Fundraising / Other	\$5,000***
Total	\$95,000

*This monetary allocation is in addition to in-kind computer usage, e-rate connectivity fees and instructional volunteers.

** Applications are due by the end of March and are recommended by the Public Safety Coordinating Council and approved/denied by the Board of County Commissioners. A five year commitment is being requested.

***This would include group fundraising efforts and grants, facility rental fees, administrative fees and other charges. Approximately \$2,000 was generated in fees at the facility last year.

By creating an operating budget less than the anticipated revenue, we will have a built-in contingency for any unforeseen increases to operating costs or shortfalls in fundraising efforts. Any remaining funds we would propose to retain in a reserve account for the use by the facility.



Seek to Obtain Grants

Grants can be an integral part of the financial equation for the Center. Specifically, grants that will help with capital costs or to expand services will be an important part of achieving the vision and mission set out herein. Some grants have already been applied for, with other applications currently in progress. It is too early at this point to determine whether we will be looked on favorably for this type of funding. The table below is a list of grant opportunities that have been submitted or are in-progress.

Granting Agency	Type	Status	Amount
Housing and Urban Development (HUD)	Capital	Application Submitted	\$1.8M
Kiwanis Club	Operating	Grant Awarded	\$5K
MetLife	Operating	In-progress	\$15K
Flagler Crime Prevention Grant	Operating	In-progress	\$15K



Community Center Operations

The Carver Center is currently operational eight hours a day, five days per week. The proposed operational hours could be extended to operate from 9:00am to 9:00pm, Monday through Friday, with special events being held on weekends and holidays. Specific detailed operational hours would be designed to meet all community members' needs, as well as utilize the overall facility.

During the school year, the proposed hours of operation would be:

Monday – Friday: 9:00am – 2:00pm: Community Programming & Special Events
2:00pm -- 7:00pm: Youth Center (Elementary – HS)
7:00pm – 9:00pm: Leagues, Tournaments and Special Events.

During the summer, the Carver Center will host a variety of summer camps, for area youth. Weekends and holidays would be set aside to schedule as needed special events.

The Carver Community Center programs would include a continuum of after school, youth development activities and family support services that engage children from youth to adulthood while providing necessary support for their families. The intent is to convert the Carver Center operations to mirror those of the Flagler Youth Center with additional opportunities for all residents, young and old alike. If approved by the Board, County staff will work closely with School Board staff to finalize all details.

Creation of Additional Programming

In working with our partners additional programming could be offered at the Center to meet the socio-economic and other needs of the community. Below is a list of providers who would be instrumental in fulfilling these needs with the managing entity responsible for the scheduling of the activities.

The Center for Business Excellence: The Center for Business Excellence provides recruitment-related services, human resource information and training opportunities to businesses and job seekers in the community. The CBE will utilize the Carver Center as a satellite for the Flagler County One Stop Career Center that is already operational. This will help accommodate the over flow at the career center due to the exorbitant unemployment rate and will offer job training and job preparation services including, but not limited to: intake, assessment, career planning, case management, life skills workshops, including financial literacy and employability workshops.

Flagler Technical Institute (FTI) and Adult and Community Education: FTI and the Adult and Community Education Center is owned and managed by Flagler Schools and offers a



multitude of career based programs. Some of the programs already being offered at the Center by this partnership are the General Educational Development (GED) classes and the Make-It Take-It Technology Program. In addition, these partners will provide qualified Community Education teachers to instruct adults in computer skills, such as Microsoft Word, Excel, Access, Outlook, PowerPoint, as well as QuickBooks and Internet skills to help them increase their current skills and prepare for future employment opportunities. They will also provide parenting classes or assist with the design of a parent education program based on the model of the New Beginnings Family Literacy Program. Along with providing educational information on career training, speakers will inform participants at the Carver Community Center about affordable training opportunities, career exploration, financial aid, and other resources.

The Flagler County Health Department: The local Health Department office is less than a half mile from the doors of the Carver Center and has expressed an interest in utilizing the facility via a commitment to offer training programs related to chronic disease prevention, supplemental food programs (WIC) and nutrition programs, such as diabetes management, smoking cessation and breastfeeding support.

Northeast Florida Community Action Agency: The Northeast Florida Community Action Agency has a primary mission of eliminating poverty and encouraging self-sufficient individuals and families over the last four decades. They currently operate programs against poverty such as: a Family Self-Sufficiency Program (FSSP), helping people achieve education, employment and asset building skills; Low Income Home Energy Assistance Program (LIHEAP); Data Busters, a free computer and job skills program directed at teens; Youth in Action, a volunteer program for teens; and free home weatherization programs.

The NFCAA has entered into an agreement with the Carver Center to host the *Money Smart* program, a comprehensive financial education curriculum designed to help low and moderate-income individuals outside the financial mainstream enhance their financial skills and create positive banking relationships.

Accessing Your Potential: This is an academic enrichment provider who works with school age children to increase academic achievement of students in Title I schools. AYP provides quality supplemental education enrichment services in reading/language arts, mathematics and science. Additional services include educational and social development programs for parents/guardians and grandparents.

Make-it Take-it Technology Program: The Make-it-Take-it Program is established under Flagler's Adult and Community Education Department. MITI bridges the "digital divide" by providing at-risk members of the community with technology they do not have access to in their homes. Using computers donated by the community, MITI first teaches students basic computer skills, then how to break down, rebuild and upgrade the computers, as well as how

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to install operating systems and other software. At the end of the program, the graduates have their own computers to take home. To date, this program has provided over 384 Flagler County residents with computers through MITI, many being children who would have never had the opportunity to have a computer at home otherwise.

GED Classes: General Educational Development (GED) diploma classes are being offered through the Flagler Technical Institute. Having a GED diploma could make a world of difference in the lives of many residents; whether it's a promotion, a better job, more money, or a higher standard of living to name a few. These GED classes are meeting the needs of the 14.4% of adults not having the requisite education and/or not qualified for job placement.

VOICE (Victory Over Instability by Choosing Education): This is a multi-media academic enrichment, work-based learning concept designed to give young people real-world, work-based opportunities in journalism, song writing, composing, graphic design, communications and publishing. The objective of Carver's VOICE is to use the power of self expression as a method of empowerment, to publish stories of the Carver community, to explore and report on local influences in music, entertainment and art; and to provide real-world, work-based learning opportunities.

Other: With the management of the Center by the School Board, additional programming would be developed for extended holidays during the school year such as Thanksgiving, Christmas, and Spring Break. These may include extended Center hours for youth, sports camps, and holiday festivities. Still more would be developed for summer break to mimic the activities being provided at the Youth Center. These would consist of the summer food program and youth camps which may include field trips. Other programming could be developed for weekends. This could be done by non-profits and/or church groups that run special programs at the Center or do neighborhood outreach.

Capital Plans

Some minor renovations are underway at the Carver Center to address routine maintenance, energy efficiency and safety issues that had been previously identified. These items include replacement of HVAC equipment, windows, lighting and interior paint to name a few. Funding for these items is covered through the Flagler County General Services Department's annual budget.

Through an earlier evaluation of the facility, additional items have been identified to correct any remaining facility deficiencies as well as the replacement of furnishings within the Center. The table below represents those remaining items and associated costs with funding yet to be determined.

Item	Cost
Enclose Front Entrance *	\$ 5,000.00
Upstairs Renovations *	\$ 8,800.00
Additional Office *	\$ 2,000.00
Video Surveillance System w/ cameras *	\$ 4,600.00
ID Card w/ barcode scanning *	\$ 4,600.00
Signage	\$ 700.00
Weatherization (repair holes/replace vents)	\$ 1,000.00
Dumpster Screen	\$ 2,000.00
Painting – exterior	\$ 40,000.00
Block/Brick Work – louvers	\$ 7,500.00
Insulation	\$ 50,000.00
Renovations Sub-Total (* More Immediate Needs)	\$ 126,200.00
(7) TV's	\$ 2,540.00
(6) Video Gaming Consoles	\$ 1,950.00
(12) Movies & (12) Games	\$ 900.00
Furniture & Pictures	\$ 6,610.00
Furnishings Sub-Total	\$12,000.00
TOTAL	\$138,200.00



Proposed Annual Operating Budget

Revenues	Amount
Flagler County	\$50,000
City of Bunnell	\$10,000
Flagler School Board	\$10,000*
Flagler County Crime Prevention Grant (55K Annually)	\$15,000**
Flagler County Sheriff's Office - Law Enforcement Trust Funds	\$ 5,000
Non-profit Group Fundraising / Other	<u>\$ 5,000***</u>
Total	\$95,000

Expenses	Amount
Other Contracted Services (Pest/Termite Control)	\$ 1,100.00
Utilities Expense (Electric, Water, Sewer)	\$ 22,000.00
Building/Equipment Repairs	\$ 4,300.00
Small Tools & Equipment	\$ 300.00
Other Misc. Operating Expenses	\$ 2,300.00
Increased Aid/Contribution – School Board	<u>\$ 55,000.00</u>
TOTAL	\$85,000.00

