

**INTERLOCAL AND FACILITY USE AGREEMENT
BETWEEN FLAGLER COUNTY,
THE FLAGLER COUNTY SCHOOL DISTRICT, FLAGLER COUNTY SHERIFF,
AND CITY OF BUNNELL
REGARDING THE GEORGE WASHINGTON CARVER COMMUNITY CENTER**

THIS INTERLOCAL AND FACILITY USE AGREEMENT ("Agreement") is made and entered into between the Board of County Commissioners of Flagler County, a political subdivision of the State of Florida ("County"), the Flagler County School District, an agency of the Florida State government ("School Board"), the Flagler County Sheriff, a constitutional officer of the State of Florida ("Sheriff"), and the City of Bunnell, a municipal corporation organized under the laws of the State of Florida ("City"), hereafter referred to together as the "Parties".

WHEREAS, the School Board and the County have worked together for over forty years to make the George Washington Carver Community Center (the "Carver Center"), currently owned by the County, and located in the City of Bunnell, a vibrant and wholesome educational and recreational facility for the youth and citizens of Flagler County; and

WHEREAS, the Parties work together on a variety of community services and joint use of facilities to include a 2011 interlocal agreement for the Carver Center whereby the School Board was responsible for the daily operations of the facility supported by annual financial contributions of the County (the "Carver Center ILA"); and

WHEREAS, in 2015, the School Board and the County amended the Carver Center ILA to increase the annual financial contribution of the County toward the facility's operations; and

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

WHEREAS, this Agreement is intended to document the respective obligations of the Parties in implementing the cooperative proposal and shall supersede and replace the Carver Center ILA, as amended; and

WHEREAS, the Parties will utilize the Carver Center facilities for the education and recreational enjoyment of the residents of Flagler County as outlined herein; 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 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 County has broad home rule and proprietary powers pursuant to Article VII, Sec. 1(a), Florida Constitution, and Section 125.01, Florida Statutes, to provide, maintain and license the use of County buildings for the public health, safety, and welfare; 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 the social and recreational needs of the community; and

WHEREAS, the Sheriff is committed to providing safe and structured athletic programs to the youth of Flagler County through the Police Athletic League, a non-profit 501(c)(3) youth serving organization (“PAL”). These programs are available to all youth in Flagler County regardless of their race, religion, or financial situation. The mission of Flagler Sheriff’s PAL is to reduce juvenile crime by providing and coordinating quality programs and activities which contribute to the character, integrity, physical and mental fitness, citizenship, sportsmanship, and personal well-being of Flagler County’s youth; and

NOW THEREFORE, in consideration of the above matters and the mutual covenants, promises and representations herein, the Parties hereto enter into this Interlocal and Facility Use Agreement to govern the operation, maintenance and future alterations or improvements to the Carver Center and related facilities as follows:

I. RESPONSIBILITIES OF FLAGLER COUNTY SCHOOL BOARD

A. The School Board will be solely responsible for the daily operation of the areas of the Carver Center identified in Attachment A, attached hereto, and incorporated herein. Daily operation of the Center includes educational staffing, program origination and management.

B. The School Board will share the responsibility of managing the use of the Carver Center gymnasium with PAL through consistent collaboration and communication.

C. The School Board will be responsible for the overall management of the facility scheduler/tool (i.e., Facilitron) for the entire facility.

D. The School Board and PAL jointly shall develop operational programming and identify activities to occur at the facility with input from the Carver Advisory Committee as defined in Attachment B. Programming/Activities will address periods when school is both in and out of session to include all programs, School Board affiliated and non-affiliated.

E. The School Board may also utilize the assistance of other partners with programming activities which may include outside non-profit groups, private vendors, volunteers, and other groups.

F. Volunteers, as defined in SB Policy 313 shall follow the standard operating procedure of the School Board in obtaining clearance to participate in assigned duties sponsored by the School Board.

G. School Board agrees to operate its areas of the Carver Center identified in Attachment A including any buildings, furnishings, fixtures, and equipment or placed upon the premises, in a good state of repair and order, except any ordinary wear and tear arising from use under this Agreement. The School Board agrees not to strip, waste, or neglect any building, furnishing, fixture, or equipment. The School Board shall obtain the prior written permission of the County for any alterations requiring a building permit.

II. RESPONSIBILITIES OF FLAGLER COUNTY SHERIFF'S OFFICE

A. Flagler Sheriff's through PAL will be responsible for the daily operation of the portions of the Carver Center identified in Attachment A. Daily operation of the Carver Center by PAL includes athletic and mentoring staffing, program origination and management.

B. Volunteers shall obtain clearance (i.e., background check) to participate in assigned duties sponsored by PAL.

C. It is the intent of the Parties that PAL and the School Board shall jointly develop operational programming and identify activities to occur at the facility with input from the Carver Advisory Committee. Programming/Activities will address periods when school is both in and out of session to include all programs, School Board affiliated and non-affiliated.

D. Recreational activities will be scheduled on the School Board programming scheduler (i.e., Facilitron). PAL programming and activities shall address periods when school is out of session, including expanded hours as required by PAL.

E. The Sheriff shall ensure PAL programs will be available to all youth in Flagler County regardless of their race, religion, or financial situation.

F. The Sheriff agrees to operate its areas of the Carver Center identified in Attachment A including any buildings, furnishings, fixtures, and equipment or placed upon the premises, in a good state of repair and order, except any ordinary wear and tear arising from use under this Agreement. The Sheriff agrees not to strip, waste, or neglect any building, furnishing, fixture, or equipment. The Sheriff shall obtain the prior written permission of the County for any alterations requiring a building permit.

III. RESPONSIBILITIES OF CITY OF BUNNELL

A. Annually, the City shall provide funding for the Carver Center in the amount of \$10,000. Payments to Flagler County annually by October 1.

B. As part of the annual budget process approved by the City Commission of Bunnell, the City may unilaterally increase the amount detailed in this Section III. without further amendment to this Agreement.

IV. RESPONSIBILITIES OF FLAGLER COUNTY

A. Annually, the County shall provide funding for the George Washington Carver Community Center in the amount of \$ 97,500. Payments to the School Board shall be made quarterly in equal installments within ten days following July 1, October 1, January 1, and April 1.

B. County will also 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) necessary for the Carver Center, only as funding permits and subject to the annual budgeting process of the County.

C. The County shall act as fiscal agent in addition to developing an overall budget for facility upkeep with input from the School Board, City of Bunnell and Sheriff.

D. As part of the annual budget process approved by the Board of County Commissioners, the County may unilaterally increase the amount detailed in this Section IV. without further amendment to this Agreement.

E. Capital Outlay for maintenance, and replacement of equipment and facilities may be considered during the annual budget process.

V. JOINT PARTY RESPONSIBILITIES

A. The Parties agree to work together on obtaining and implementing facility and programming grants to the benefit of the Carver Center.

B. The decision to charge fees for events or use of the Carver Center, the method of collection, method of accounting and the subsequent expenditure of fees for use of the Carver Center or participation in activities that occur at the facility shall be developed by the School Board and PAL with input from the Carver Advisory Committee. Such fees shall generally be designed to offset programming costs, and facility/maintenance costs.

C. Revenue generated at or by the Carver Center and related facilities shall be used to defray costs of the School Board and County in implementing this Agreement and otherwise to upgrade the facility and/or furnishings/equipment. The School Board and Sheriff will use generally accepted accounting methods to provide the County with an annual report to the satisfaction of the County of amounts of revenue generated and expended at the Carver Center respectively. Such reports shall be provided each January and will cover the preceding calendar year. The County reserves the right to inspect the records of the School Board and Sheriff relating to the Carver Center under this Agreement with reasonable notice.

D. In the spirit of co-sponsorship for both recreational and educational services to the community, the School Board, City of Bunnell, Sheriff and County may agree to modify and enhance the future Carver Center facilities and operations. The staff of the Parties shall be empowered to work out the day-to-day operational details of this Agreement.

E. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be mediated among the School Superintendent, the County Administrator, the Sheriff, and the Bunnell City Manager, or their respective designees, in good faith before being referred to their respective boards.

F. All employees and volunteers shall immediately report any suspicious activity to Dispatch at (386) 313-4911 for non-emergencies, 9-1-1 in the event of an emergency, or any Bunnell Police Officer or Flagler County Sheriff's Deputy on-site.

VI. MISCELLANEOUS PROVISIONS

A. Term. The initial term of this Agreement shall be for five years and shall continue from year to year thereafter unless terminated by a Party in accordance with Section VI.B. below.

B. Termination. This Agreement shall remain in full force and effect unless terminated by any Party. To terminate, any Party may give notice to terminate this Agreement without cause with one (1) year advance notice in accordance with Section VI.J. below.

C. 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 Carver Center and related facilities or to increase the premium thereof.

D. Insurance. The Parties agree to maintain, at no cost to the others, adequate liability insurance covering their respective employees, officers, or agents and their activities under this Agreement against exposure to judgments that are within the limits of the waiver of sovereign immunity established by the State of Florida.

E. Indemnification. The Parties agree that each will defend, indemnify and save the other harmless from claims or actions of any nature arising out of the use of the Carver Center under this Agreement due to the negligent or wrongful acts of its own employees, officers, or agents, including volunteers, or due to its negligent or wrongful operation of equipment, provided however that this section shall not be construed as waiving any party's right of sovereign immunity beyond the scope and limitations of Section 768.28, Florida Statutes, 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 Agreement. Nothing herein shall be construed as a consent by any party to be sued by third parties.

F. Transfer/Assignment. The Parties shall not allow or permit any transfer, assignment, or other use to be made of this Agreement, except as prescribed herein, without first obtaining the written consent of the other Parties.

G. Amendment. This Agreement may be modified or revised at any time by a written instrument executed by authorized representatives of the Parties.

H. Delegation. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duty of the Parties or their officers. The Parties reserve the right to exercise their functions under this Agreement through their respective designated delegates, representatives, or agents.

I. Effective Date. This Agreement shall become effective upon execution by all Parties and filing with the Flagler County Clerk of Circuit Court.

J. Notices. All notices provided under or pursuant to this 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.

For Flagler County Sheriff: Flagler County Sheriff's Office
 Attn: Flagler County Sheriff
 61 Sheriff EW Johnston Dr
 Bunnell, FL 32110

For City of Bunnell: City of Bunnell
 Attn: City Manager
 604 E. Moody Blvd., Suite 4
 P.O. Box 756
 Bunnell, FL 32110

K. No Property Interest. This is an Interlocal Agreement and a Use Agreement. Nothing herein is intended to transfer a property interest of any nature whatsoever by the County to the other Parties or third parties, including without limitation a lease or easement interest.

L. Severability. The validity of any portion, article, section, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

M. Third Party Beneficiaries. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Parties. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and not for the benefit of any other party.

N. Force Majeure. No party shall be considered in default in the 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.

O. Ability to Obligate. Each Party hereto represents to the others 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.

[Signature pages to follow.]

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 Agreement with the Clerk of the Circuit Court of Flagler County, Florida.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

Andrew S. Dance, Chair

Date: _____

Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan, Deputy County Attorney

[Signature pages to follow.]

SCHOOL DISTRICT OF FLAGLER COUNTY

ATTEST:

Cheryl Massaro, Chair

LaShakia Moore, Superintendent

Date: _____

APPROVED AS TO FORM:

Kristy Gavin, School Board Attorney

[Signature pages to follow.]

FLAGLER COUNTY SHERIFF

Rick Staly, Sheriff

Date: _____

APPROVED AS TO FORM:

John LeMaster, General Counsel

**CITY COMMISSION OF THE CITY OF
BUNNELL**

ATTEST:

Catherine Robinson, Mayor

Date: _____

Kristen Bates, City Clerk

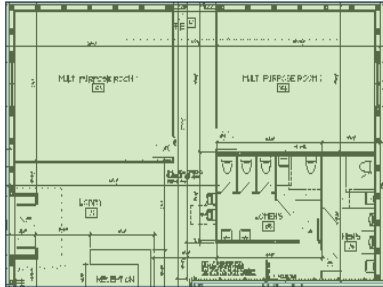
APPROVED AS TO FORM:

Paul Waters, City Attorney

[Attachment A to follow]

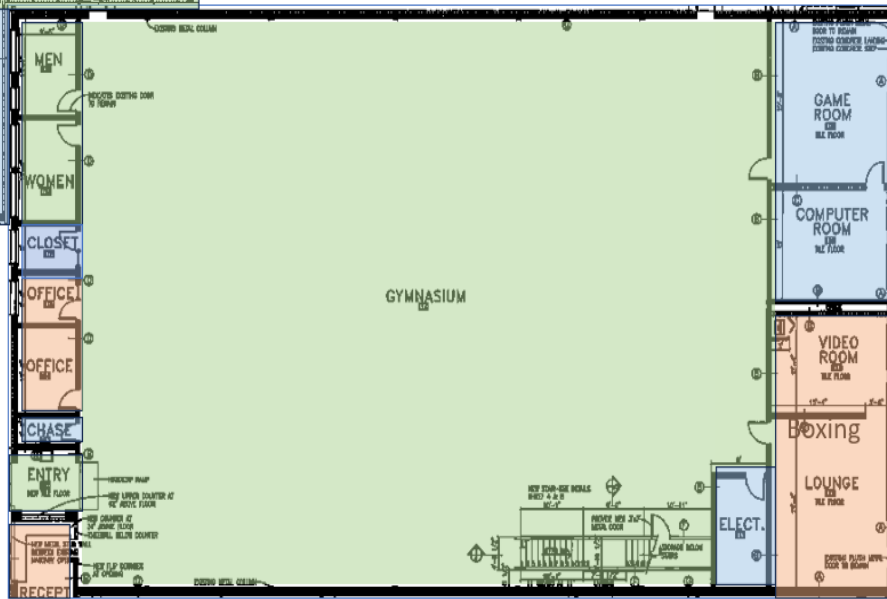
Attachment A

Carver Center 1st floor






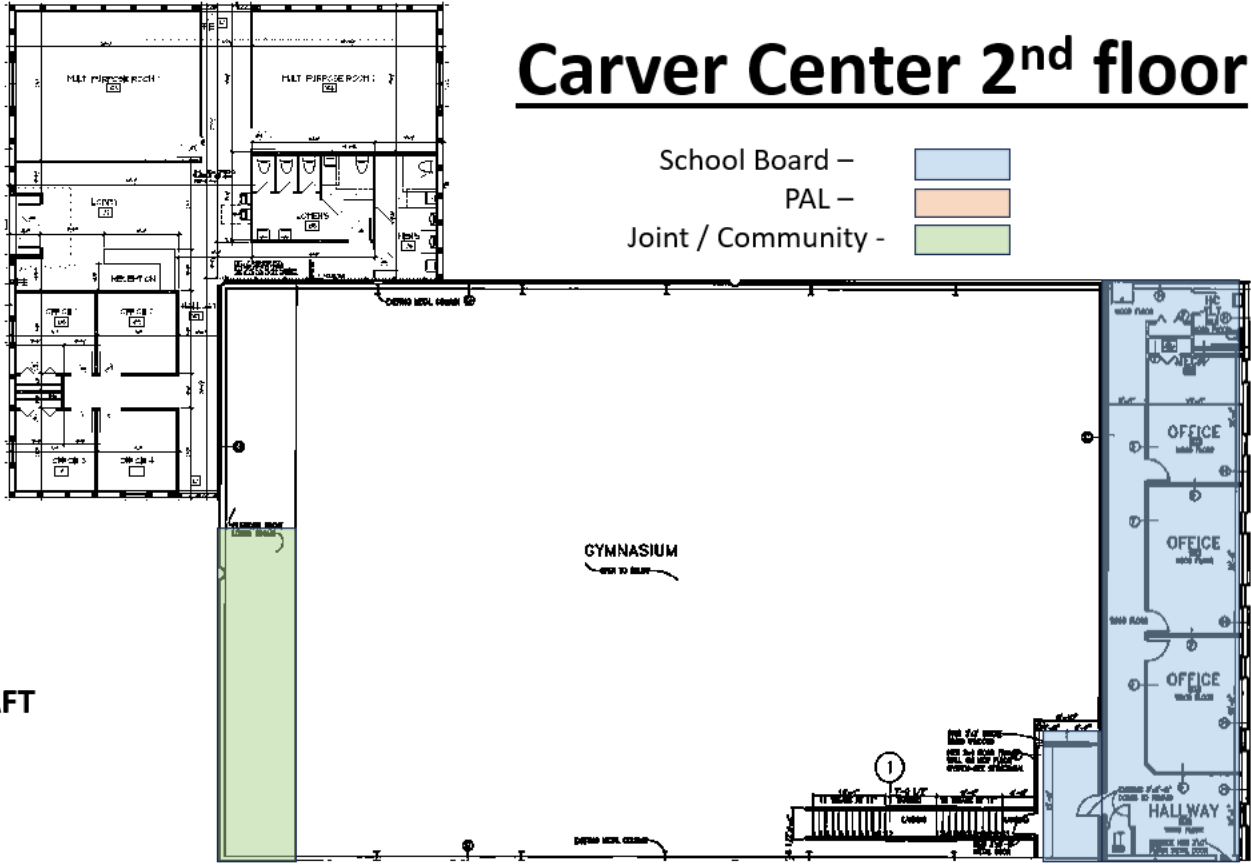
- School Board –
- PAL –
- Joint / Community -

DRAFT



Carver Center 2nd floor

School Board – 
PAL – 
Joint / Community - 



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[Attachment B to follow]

Attachment B

George Washington Carver Community Center

201 Drain Street East
Bunnell, Florida 32110

School Board of Flagler County

The School Board and the County have worked together for over forty years to make the George Washington Carver Community Center (the “Carver Center”), currently owned by the County, and located in the City of Bunnell, a vibrant and wholesome educational and recreational facility for the youth and citizens of Flagler. This beneficial shared experience has afforded us the opportunity to evaluate the daily operations of the George Washington Carver Community Center and feel that a similar agreement could be reached between the parties for the facility moving forward. Specifics related to the responsibilities of the parties will be spelled out in more detail in an interlocal agreement.

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. 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 Advisory Committee.

George Washington Carver Community Center Advisory Committee

The future governance of the George Washington Carver Community Center will be based in part on funding organizations and part on community representation. In an effort to provide a good cross-section of representation, the table below is an example of how the Advisory Committee of the George Washington Carver Community Center could look.

Entity	Representation
Flagler County Board of County Commissioners	1 Staff Member
City of Bunnell	1 Staff Member
Flagler School Board	1 Staff Member
Flagler County Sheriff's Office	1 Staff Member
Housing Authority of Flagler	1 Staff Member
G.W. Carver Foundation	1 Board Member
Community-at-Large member (appt. by Advisory Committee)	2 Community Member by appointment

The purpose of the George Washington Carver Community Center Advisory Committee will be to advise the School Board on the needs and delivery of services at the George Washington Carver Community Center. 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 George Washington Carver Community Center will receive feedback and guidance from the Advisory Committee during regularly scheduled meetings.

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.

These costs would then be shared by a variety of center partners to minimize the financial impact to any single entity. As expenditures increase each funding partner shall increase proportionally. The table below is an example of how the center would be funded.

Source	Annual Allocation
Flagler County	\$ 97,500
City of Bunnell	\$ 10,000
Flagler School Board	\$ 10,000
Flagler County Sheriff's Office	\$ 10,000
G.W. Carver Foundation / Other	\$ 5,000
Total	\$ 132,500

Community Center Operations

The George Washington Carver Community Center operational hours would be extended to operate from 9:00am -9:00pm, Monday – 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. Semi-annually School Board and PAL will develop a schedule for the following semester.

During the summer, the George Washington Carver Community 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.

Creation of Additional Programming

In working with our partners additional programming could be offered at the center to meet the socioeconomic and other needs of the community.

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 George Washington Carver Community 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.

Proposed Annual Operating Budget

Revenues	Amount
Flagler County	\$ 97,500
City of Bunnell	\$ 10,000
Flagler School Board	\$ 10,000
Flagler County Sheriff's Office	\$ 10,000
G.W. Carver Foundation / Other	\$ 5,000
Total	\$ 132,500

Expenses Paid by County	Amount
Other Contracted Services (Pest/Termite Control)	\$ 22,291
Utilities Expense (Electric, Water, Sewer)	\$ 40,000
Building/Equipment Repairs	\$ 2,000
Small Tools & Equipment	\$ 500
Other Misc. Operating Expenses	\$ 700
Increased Aid/Contribution to School Board	\$ 97,500
TOTAL	\$ 162,991