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From: Marilyn Crotty [mailto:mcrotty@mail.ucf.edu]
Sent: Monday, March 20, 2006 2:06 PM
To: FPignone@aol.com
Subject: Re: Seminole Interlocal Agreement

Fran,

As far as I know, there is no consolidation committee meeting in Volusia County. They are undergoing charter review this year and may have some interesting things coming out of that.

Seminole County has a City/County Advisory Committee that has been meeting since last August. It is composed of 2 elected officials from the County and 2 from each of the 7 municipalities. There are an additional 5 or 7 citizens on the committee representing the various chambers of commerce in the county.

The committee meets monthly and has spun off several technical committees to make recommendations on specific services: solid waste, stormwater, parks & rec., fire/rescue. They have also done some work on cable TV access and water issues. The technical committees are comprised of staff from all the cities and the county. The UCF-IOG was hired to facilitate the work of the technical committees and to coordinate with the Advisory Committee. I have been working on it with Rafael Montalvo. The Chair of the Advisory Committee is Rany Morris. There is no staff other than people in the county administration office who take care of the nuts and bolts.

So far a recommendation to establish a county-wide mosquito control district has been approved and is making the rounds of all the local governments for adoption. They have also approved the interlocal agreement for joint use of school/city/county facilities. This week they will look at recommendations regarding several solid waste initiatives and a sports business group.

The process seems to be working fairly well. I don't think they will come up with anything earth-shattering, but they have certainly opened lines of communication and will end up with some new partnerships and cooperative initiatives.

Let me know if you need any more information.

Marilyn

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>>> <FPignone@aol.com> 3/20/2006 11:13:56 AM >>>

Thanks Marilyn. I'm hoping to get the Parks subcommittee to re convene

and
look at the OC Parks impact fee, (City says it is considering one) and
a way to
help the School system w/ County/City operating and maintaining
play/rec areas
at schools esp middle and high school.

Leecie mentioned she thought Seminole and Volusia has consolidation
committees operating? Do you know if that is occurring and if so, who
might be a
contact person?

Thanks

Fran

INTERLOCAL AGREEMENT FOR
JOINT USE OF REAL PROPERTY

THIS AGREEMENT, made this ____ day of _____, 20__, by and between the County of Seminole, Florida, and the cities within its boundaries, hereinafter referred to as the “COUNTY AND/OR CITY”, and the School Board of Seminole County, Florida, a public corporation and the governing body of the school district of Seminole County, Florida, duly created in accordance with Article IX, Section 4(b), Florida Constitution, and Chapter 230, Florida Statutes, hereinafter referred to as the “SCHOOL BOARD.”

Whereas, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, permits any political subdivision of the State of Florida to exercise jointly with any other political subdivision of the State of Florida, any power, privilege, or authority which said political subdivisions share in common and which each might exercise separately; and

Whereas, the acquisitions, ownership, custody, operation, maintenance, lease or sale of real property are all permitted purposes of an interlocal agreement under the Florida Interlocal Cooperation Act of 1969; and

Whereas, political subdivisions may provide for the manner of allocating any liabilities that might be incurred through the performance of an interlocal agreement and insuring against such liabilities; and

Whereas, the SCHOOL BOARD is charged with financing the operation of all educational programs in the Seminole County School District and has limited funds to expend for the **development of recreational facilities**.

Whereas, all parties have recognized the need for adequate recreational facilities throughout the County.

Whereas, substantial savings to the public can be obtained through the joint use of their facilities for recreational purposes;

Whereas, this joint use agreement is entered into for the purpose of expanding public recreational opportunities within the county without impairing the use of county, city or school facilities for their intended purposes.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows;

1. The parties hereby grant reciprocal use of county, city and school facilities for recreational and educational purposes.
2. In addition to this agreement, the parties intend and authorize their respective chief executive officers or their designees to enter into a Memorandum of Understanding each year during the term of this agreement for each facility to be used by the parties for the stated purposes which will supplement this agreement and outline the particulars of the parties use of each facility. Each Memorandum of Understanding will be subject to ongoing review by the parties and may be amended from time to time, if the parties agree. Use of facilities shall be governed by the appropriate ordinances or school board policies.
3. **All agreements or Memorandum of Understanding prior to adoption of this agreement shall remain in effect as originally stipulated.**
4. Each Memorandum of Understanding will identify the management and maintenance responsibilities including site improvement and recurring costs that will be borne by the respective parties.
5. The design, construction and location of any and all improvements to school facilities shall be approved and building permits obtained by the school board building official.
6. Concessions may be operated or maintained by either party in conjunction with their respective use of facilities.
7. This agreement may not be assigned. This provision is not intended to prevent or prohibit the parties from charging a fee to third parties for the use of the facilities.
8. The term of this agreement shall be five (5) years from the effective date and automatically renewed annually thereafter unless terminated as provided herein. The joint use agreement may be terminated by either

party with one year's written notice. In the event of termination under this provision all improvements shall remain the property of the facility owner.

9. In the event of a breach of any term of this agreement by a party hereto, the other party shall provide written notice of such breach and allow a reasonable period of time to cure the breach; the reasonableness of the time period being determined by the circumstances and nature of the breach.
10. Each party agrees to utilize its best efforts to provide proper supervision and safe conditions during their respective use of the facilities. In the event that either party becomes aware of an unsafe condition it will correct same or, if the correction of the condition is the responsibility of the other party, will notify the other party in writing of the hazard and the need for corrective action. The party responsible for maintaining the facility shall correct the condition immediately or take reasonable and proper precautions until corrective action can be taken.
11. Each party shall at all times maintain liability in amounts as required by Section 768.28, Florida Statutes. Such insurance may be provided by a self-insurance reserve program.
12. Nothing in this agreement shall be deemed as a waiver of sovereign immunity of either of the parties beyond any statutory limited waiver which may have been or may be adopted by the Florida Legislature and nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.
13. Any indemnification shall be subject to the limits imposed by State Statute 768.28
14. Any notice required to be provided herein shall be directed to the parties' chief executive officers at the following addresses:

The COUNTY OF SEMINOLE
The CITY OF

The SCHOOL BOARD OF SEMINOLE

15. In the event it becomes necessary each party is responsible for its own attorney's fees.

16. This agreement shall take effect when adopted by the COUNTY OF SEMINOLE/ THE CITY OF _____ and the SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, and fully executed by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have set their hands and seal this _____ day of _____, 20__.

COUNTY OF SEMINOLE, FLORIDA
CITY OF _____

The SCHOOL BOARD OF
SEMINOLE COUNTY, FLORIDA

DRAFT