

**PALM CITY ELEMENTARY SCHOOL RECREATIONAL FACILITIES
INTERLOCAL AGREEMENT BETWEEN
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE SCHOOL BOARD OF MARTIN COUNTY**

This Interlocal Agreement ("Agreement") is made and entered into between Martin County, a political subdivision of the State of Florida by and through its Board of County Commissioners ("County") created pursuant to Art. VIII, § 1, Fla. Const., and the School Board of Martin County ("School Board") created pursuant to Art. IX, § 4, Fla. Const. The County and the School Board each sometimes referred to as a "Party" and collectively as the "Parties."

WHEREAS, the State desires entities, such as the County and the School Board to make school recreational facilities open to the public. Pursuant to Section 1013.101, Florida Statutes, "The Legislature finds that greater public access to recreation and sports facilities is needed to reduce the impact of obesity, diabetes, and other chronic diseases on personal health and health care expenditures. Public schools are equipped with taxpayer-funded indoor and outdoor recreation facilities that offer easily accessible opportunities for physical activity for residents of the community. The Legislature also finds that it is the policy of the state for district school boards to allow the shared use of school buildings and property by adopting policies allowing for shared use and implementing shared use agreements with local governmental entities and nonprofit organizations. The Legislature intends to increase the number of school districts that open their playground facilities to community use outside of school hours."

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 to work together to provide services and facilities in a manner best suited to the geographic and economic population, and other factors influencing the needs and development of local communities.

WHEREAS, the County and School Board are public agencies defined in Section 163.01(3)(b), Florida Statutes, that seek to obtain a mutual advantage with one another.

WHEREAS, pursuant to Section 163.01(4), Florida Statutes, the County and the School Board seek to jointly exercise their power, privilege, or authority as related to the playground, gate, restrooms, and parking lot, at Palm City Elementary School and mutually agree that those areas should be enjoyed by the general public when school activities are not going on and on the weekends, subject to the terms and conditions set forth in this Agreement.

WHEREAS, Section 17.5, Martin County Code, General Ordinances, authorizes the County to join in and cooperate with the School Board through an agreement for the acquisition, operation, and maintenance of parks, parkways, playgrounds, recreational centers, and recreational facilities.

WHEREAS, Policy 7.1C.1, Martin County Comprehensive Growth Management Plan, establishes the authority for joint use of recreational facilities between the County and the School Board, to further public and private entities to meet recreation demands. The policy further states that “Martin County shall coordinate with the School Board to provide for after-hours use of school parks, playgrounds and gymnasiums” and these agreements shall be formalized through a written interlocal agreement which shall formalize the times, conditions for general public use, and address liability, insurance, and maintenance responsibilities of each Party.

WHEREAS, this Agreement shall repeal and replace in its entirety the prior interlocal agreement titled Interlocal Agreement Palm City Elementary School East Playground (herein “1991 Wildcat Interlocal”) between the County, the School Board, and the members of the Palm City PTA, dated May 21, 1991 and recorded on May 31, 1991, in Official Records Book 909, Page 873, regarding the use of the playground referred to as “Wildcat Wonderland” therein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

1. **SUBJECT PROPERTY**: The Recreational Facilities (as defined below) are located at Palm City Elementary School, a Martin County public school, whose address is 1951 SW 34th Street, Palm City, Florida (“Property”). The Property has a parcel number of 18-38-41-000-000-00090-7 and is owned by the School Board, as more particularly shown on Exhibit A.1 attached hereto and made a part hereof.
2. **RECREATIONAL FACILITIES**: The use of the playground, gate, restrooms, and parking lot (collectively referred to as the “Recreational Facilities” and each as more fully defined below) by the general public shall be governed by this Agreement.
3. **DEFINITIONS**:
 - a. **Permitted-hours**: The term “Permitted-hours” shall mean the times when the Recreational Facilities are open to the general public. The general public shall have no access rights outside of the Permitted-hours. The Permitted-hours shall be:
 - i. Monday through Friday, beginning immediately after school dismissal, the end of extended day (which includes extended day camps) and school-sponsored activities, whichever occurs last, until a half hour before sunset.
 - ii. Saturdays, Sundays and non-school days (i.e. the school and extended day are closed and no students or campers are present) between the hours of 8:00 a.m. to a half hour before sunset.
 - b. **Playground**: The term “Playground” shall mean the children’s play area on the south side of the Property, which has children’s playground equipment and an astroturf-like ground. The Playground is surrounded by fencing. The Playground is located as and where shown on Exhibit A.2 and A.3 attached

hereto and made a part hereof.

- c. Gate: The term “Gate” shall mean the one gate with a programmable lock, which is located on the west side of the playground, that allows access to the Recreational Facilities, as and where shown on Exhibit A.2 and A.4 attached hereto and made a part hereof. The Gate is the only gate allowing access by the general public to the Recreational Facilities.
 - d. Parking lot: The term “Parking lot” shall mean the paved parking area closest to the Playground, which is directly to the west of the Playground and is entered through the south side of the Property, via Palm City School Avenue. The Parking lot is labeled on Exhibit A.2 attached hereto and made a part hereof. All other parking lots on the Property, which are to the east and to the north of the Playground, are not subject to this Agreement and are not available for use by the general public.
 - e. Restroom: The term “Restroom” shall mean the two restrooms located adjacent to the building north of the Playground and whose entrance doors are on the southeast side of the building, as and where shown on Exhibit A.5 (circled area) attached hereto and made a part hereof. The School Board has its own separate restrooms on the Property which are not part of this Agreement and not available for use by the general public.
4. **RESPONSIBILITIES AND USE**: As related to the responsibilities of the Parties under this Agreement, the following shall delineate the responsibilities of the County and School Board as to the Recreational Facilities. Notwithstanding anything to the contrary herein, the School Board shall have the right to establish rules and regulations for the use of the Recreational Facilities during Permitted-hours.
- a. Playground: The School Board shall have exclusive use of the Playground at all times, other than during Permitted-hours. The School Board shall make the Playground open to the general public during Permitted-hours, subject to the terms of this Agreement. The School Board shall have the authority to limit and restrict access to the Playground for purposes of school-related events and school affiliated activities, even if not expressly contemplated and set forth in paragraph 3.a. above.
 - b. Gate: The County previously paid for and installed a timer locking system on the Gate to access the Recreational Facilities. The School Board shall be responsible for setting and adjusting the timer in accordance with the Permitted-hours and with the School Board’s use of the Recreational Facilities. The County shall be responsible for the maintenance, repair and replacement of the lock, its electrical components, handles, and locking mechanisms. The County shall be responsible for the emergency push bar affixed to the Gate. Except as otherwise provided herein, the School Board is responsible for the maintenance and repair of the Gate, the fencing around the Gate, Gate hinges, and Gate closing devices and mechanisms, other than for

damage caused by third-parties which shall be subject to paragraph 7. below.

- c. Parking Lot: The School Board shall have exclusive use of the Parking Lot at all times, other than during Permitted-hours. The School Board shall make the Parking Lot open to the general public during Permitted-hours, subject to the terms of this Agreement. The School Board has authority to limit and restrict access to the Parking Lot for purposes of school related events and school affiliated activities, even if not expressly contemplated and set forth in paragraph 3.a. above. The School Board shall be responsible for paving, painting, and maintaining the Parking Lot, as and when deemed appropriate in the School Board's sole discretion.
- d. Restroom: The County, at the County's expense, will purchase and install within ninety (90) days of the date of this Agreement, timed locks on the Restroom. As the Restrooms will not be not utilized by the School Board, the County shall ensure the Restroom is closed and locked during non-Permitted-hours (e.g., school hours, extended days hours, extended day camp, and school events and activities). The School Board shall notify the County of school events and activities which necessitate the changing of the timer for the Restroom. The County shall have the exclusive control over the timing mechanisms of these locks. The County may make the Restroom open during Permitted-hours. The County shall be responsible for all maintenance, inspection, cleaning, and repairs of the Restroom.
- e. Custodial Services: The County shall be responsible for inspecting, cleaning and removing trash and debris from the Recreational Facilities at the conclusion of the Permitted-hours each day. The County will access the Recreational Facilities through the Gate to clean the Recreational Facilities and remove any trash and debris. The County is responsible for ensuring the Gate is closed upon leaving. Any and all concerns regarding trash and debris removal by the County should be directed to the County's Parks and Recreation Department.

5. AREAS AND ITEMS NOT SUBJECT TO THIS INTERLOCAL:

- a. Any area of the Property not specifically described and included as part of the Recreational Facilities is not part of this Agreement and is not open to the general public. For clarity, but not limitation, the basketball courts, smaller playgrounds, the covered play area, and additional restrooms located behind additional fencing are not part of the Agreement.
- b. The County is not responsible for electrical bills, water bills, sewer bills, or any other service or utility bills due to the use of the Recreational Facilities.

6. COSTS FOR CAPITAL PROJECT AND WEAR AND TEAR

- a. The School Board and the County shall equally (50/50) share the costs

related to repairing, replacing or substituting Playground equipment due to normal wear and tear, including but not limited to the cost of capital improvements. Any capital improvement project that exceeds the bid-requirement threshold for either the County or the School Board shall proceed consistent with such entity's minimum bid requirements (i.e. for capital improvements in excess of \$35,000, a minimum of three (3) bids shall be obtained prior to proceeding with the required work). Damage to the Recreational Facilities, other than from normal wear and tear, shall be handled in accordance with paragraph 7 below.

- b. The School Board shall be fully (100%) responsible for the costs of any capital improvements or projects, cost for wear and tear, and costs for weather-related damage to the concrete, sidewalk areas, and all fencing within the Recreational Facilities areas. Damage that occurs to the concrete, sidewalks, or fencing by other means shall be handled in accordance with paragraph 7.
- c. The School Board shall be fully (100%) responsible for the replacement costs, costs for repairs for normal wear and tear, and costs for damage from weather-related events to the water fountains contained in the accessible areas within the Recreational Facilities. Damage that occurs to the water fountains by other means shall be handled in accordance with paragraph 7.
- d. The School Board shall be fully (100%) responsible for the costs of any structural repairs to the building in which the Restroom is contained, unless such repairs are caused by reasons other than normal wear and tear or weather-related events, in which event such other damage shall be handled in accordance with paragraph 7. The County shall be fully (100%) responsible for the costs of any repairs to the Restroom, other than structural repairs to the building. Nothing herein shall affect the County's responsibility for repairs and maintenance to the Restroom from daily use as stated in paragraph 4.d. above.
- e. The School Board and the County shall equally (50/50) share the costs of purchasing and installing at least one (1) additional camera at or around the Playground, at a location mutually agreeable to the Parties. The acquisition and installation of the camera shall be accomplished by the School Board, or its designee, and the County shall reimburse the School Board within sixty (60) calendar days after the County receives invoices for the acquisition and installation of the camera paid for by the School Board. The School Board shall have control of the camera once installed, provided, however, any maintenance or repair to the camera shall be equally (50/50) split between the Parties, unless and except such damage is result of actions covered under paragraph 7, in which event paragraph 7 shall control.

7. REPAIRS AND DAMAGES

- a. Damage to any of the Recreational Facilities occurring during non Permitted-hours shall be the financial responsibility of the School Board and shall be repaired by the School Board at the School Board's expense.
 - b. Damage to any of the Recreational Facilities occurring during Permitted-hours shall be the financial responsibility of the County, however the repair of such damage shall be accomplished by the School Board, or its designee, and the County shall reimburse the School Board within sixty (60) calendar days after the County receives the last of: (i) documentation of damage, (ii) documentation asserting repairs made, and (iii) invoices for the actual repairs already paid for by the School Board.
 - c. When the time of damages cannot be determined, the School Board and the County shall equally share the cost of repairs. In such event, the repairs shall be accomplished by the School Board, or its designee, and the County shall reimburse the School Board within sixty (60) days after the County receives the last of: (i) documentation of damage, (ii) documentation asserting repairs made, and (iii) invoices for the actual repairs already paid for by the School Board.
 - d. Any time the School Board seeks reimbursement from the County as stated in b. and c. above, the County may require the School Board to provide, or make viewable, to the extent available, copies of surveillance video to evidence the timing of the damages as condition of payment by the County.
8. **CLOSURE**: The School Board shall have full authority and control to temporarily restrict access to some, or all, of the Recreational Facilities due to security issues, repairs or where closure of the Recreational Facilities is for the protection of individuals or the Property. The School Board shall use good faith efforts to notify the County of unscheduled closures or restrictions within 48-hours of the Recreational Facilities being closed. The School Board shall use good faith efforts to notify the County 24-hours in advance if scheduled maintenance is to occur that will make some, or all, of the Recreational Facilities unavailable during the Permitted-hours.
9. **LIABILITY**:
- a. As between the School Board and the County, and as limited by Section 768.28, Florida Statutes, the County assumes responsibility for claims for personal injury or property damage arising out of and attributable to the acts or omissions of the County, its officers, employees, independent contractors, and agents in connection with this Agreement, and the School Board assumes responsibility for claims for personal injury or property damage arising out of and attributable to the acts or omissions of the School Board, its officers, employees, independent contractors, and agents in connection with this Agreement.
 - b. Notwithstanding anything to the contrary in this Agreement, the Parties are

not responsible for any damages or indemnity to each other or any third party or any other person or entity for which the Parties have sovereign immunity or are otherwise protected or limited under Florida law, including but not limited to Section 768.28, Florida Statutes.

- c. Nothing in this Agreement shall be read in any manner to waive, alter, change, or modify the Parties' sovereign immunity and rights under Florida law, but not limited to Section 768.28, Florida Statutes.

- 10. **INSURANCE**: The County and School Board agree to maintain tort liability insurance or self-insurance coverage for no less than the maximum amount for which the legislature waives sovereign immunity for the State and its agencies, pursuant to Section 768.28(5)(a), Florida Statutes (2024), as amended.
- 11. **WAIVER**: No waiver or delay of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or a waiver of such provision at any other time.
- 12. **ENTIRE AGREEMENT AND MODIFICATION**: This Agreement supersedes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. This Agreement constitutes the entire agreement between the County and the School Board concerning the purposes set forth herein. This Agreement may only be amended or supplemented by a written agreement duly executed by the County and School Board. Any amendment to this Agreement shall include therein a reference to the book and page number that this Agreement is recorded under.
- 13. **PRIOR INTERLOCALS**: This Agreement shall repeal and replace in its entirety the 1991 Wildcat Interlocal. Pursuant to Section 6 of the 1991 Wildcat Interlocal, this Agreement hereby serves as a notice of termination of the PCE Playground Interlocal Agreement. The Members of the Palm City PTA, an unincorporated association ("PTA") is a parcel to the 1991 Wildcat Interlocal, but is not a part of this Agreement, however by separate written agreement consents to the termination of the 1991 Wildcat Interlocal.
- 14. **NOTICES**: All notices or demands shall be made in writing, and delivered in person or sent via United States certified mail or registered mail, return receipt requested, and addressed to the respective Parties as follows:

For The County:

Parks and Recreation Department
Martin County Administration Bldg.
2401 SE Monterey Road
Stuart, FL 34996
772-221-1418
kabbate@martin.fl.us

With a copy to:

Martin County Attorney's Office
2401 SE Monterey Road
Stuart, FL 34996
LegalEsvc@martin.fl.us
772-288-5923

For The School Board:

School District Superintendent
Martin County School Board
1939 SE Federal Highway
Stuart, FL 34994
Mainem@martinschools.org
772-219-1200 Ext. 30222

With Copies to

Deputy Superintendent
Martin County School Board
1939 SE Federal Highway
Stuart, FL 34994
Millert@martinschools.org
772-219-1200 Ext. 30248

School Board Attorney
Martin County School Attorney
1939 SE Federal Highway
Stuart, FL 34994

The designated official/employee and/or address to which a notice or demand is to be sent may be changed by giving written notice to the other Party.

15. **CONFLICT RESOLUTION**: The County Administrator, or his/her designee, shall be the County's authorized representative for matters relating to this Agreement ("County's Authorized Representative"). The School District Superintendent, or his/her designee, shall be the School Board's authorized representative for matters relating to this Agreement ("School Board's Authorized Representative"). Conflicts under this Agreement may be resolved by the County's Authorized Representative and the School Board's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and the Parties agree that the issue has sufficient merit, the Parties may select a mediator mutually acceptable to both Parties to conduct a mediation of the issues involved. The Parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each Party. The Parties agree that they shall engage in mediation prior to the filing of any civil action, and prior to proceeding under Chapter 164, Florida Statutes, against one another as related to this Agreement.
16. **GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL**: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of

Florida. The County and School Board expressly waive any rights either Party may have to a trial by jury of any civil litigation related to this agreement, including an advisory jury.

17. **SEVERABILITY**: The invalidity or unenforceability of any provision or clause in this Agreement shall not affect the validity or enforceability of any other clause or provision.
18. **CONSTRUCTION OF THE AGREEMENT**: The Parties acknowledge and agree that they have fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be more strictly construed or interpreted against one Party as opposed to the other Party as if it were the drafter of the Agreement.
19. **EFFECTIVE DATE, DURATION, AND FILING**: Pursuant to Section 163.01(11), Florida Statutes (2024), this fully executed and approved Agreement shall take effect upon the filing of this Agreement with the Clerk of the Circuit Court and Comptroller for Martin County ("Clerk"). Either the County and/or the School Board may file a fully executed Agreement with the Clerk. This Agreement shall remain in effect until it is amended, superseded, or terminated by further written Agreement between the Parties.
20. **TERMINATION**: Either the County or the School Board may terminate this Agreement for any or no reason upon 60 (sixty) days written notice to the other Party. Thereafter, the Parties shall execute a written Notice of Termination ("Notice") as to this Agreement. Said Notice shall reference the book and page number of this recorded Agreement, and the Notice shall be recorded with the Clerk.
21. **NON-DISCRIMINATION**: The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.
22. **PUBLIC RECORDS**: The County and School Board shall comply with Florida's public records laws, and specifically agree to: a) keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records retention schedule, b) provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., and c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.
23. **FORCE MAJEURE**: No Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any Party be deemed Force Majeure.

IN WITNESS WHEREOF, the County and School Board have caused this Agreement to

be signed in their names by their respective duly authorized officers and their official seals to be affixed on the dates as indicated below.

FOR SCHOOL BOARD OF MARTIN
COUNTY

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

SCHOOL BOARD CHAIR

ANTHONY GEORGE, ESQ.
SCHOOL BOARD ATTORNEY

DATED _____, 2025

ATTEST

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

DATED: _____, 2025

ELYSSE ELDER
ACTING COUNTY ATTORNEY

EXHIBIT A

Exhibit A.1.

Palm City Elementary School property: Property Boundaries

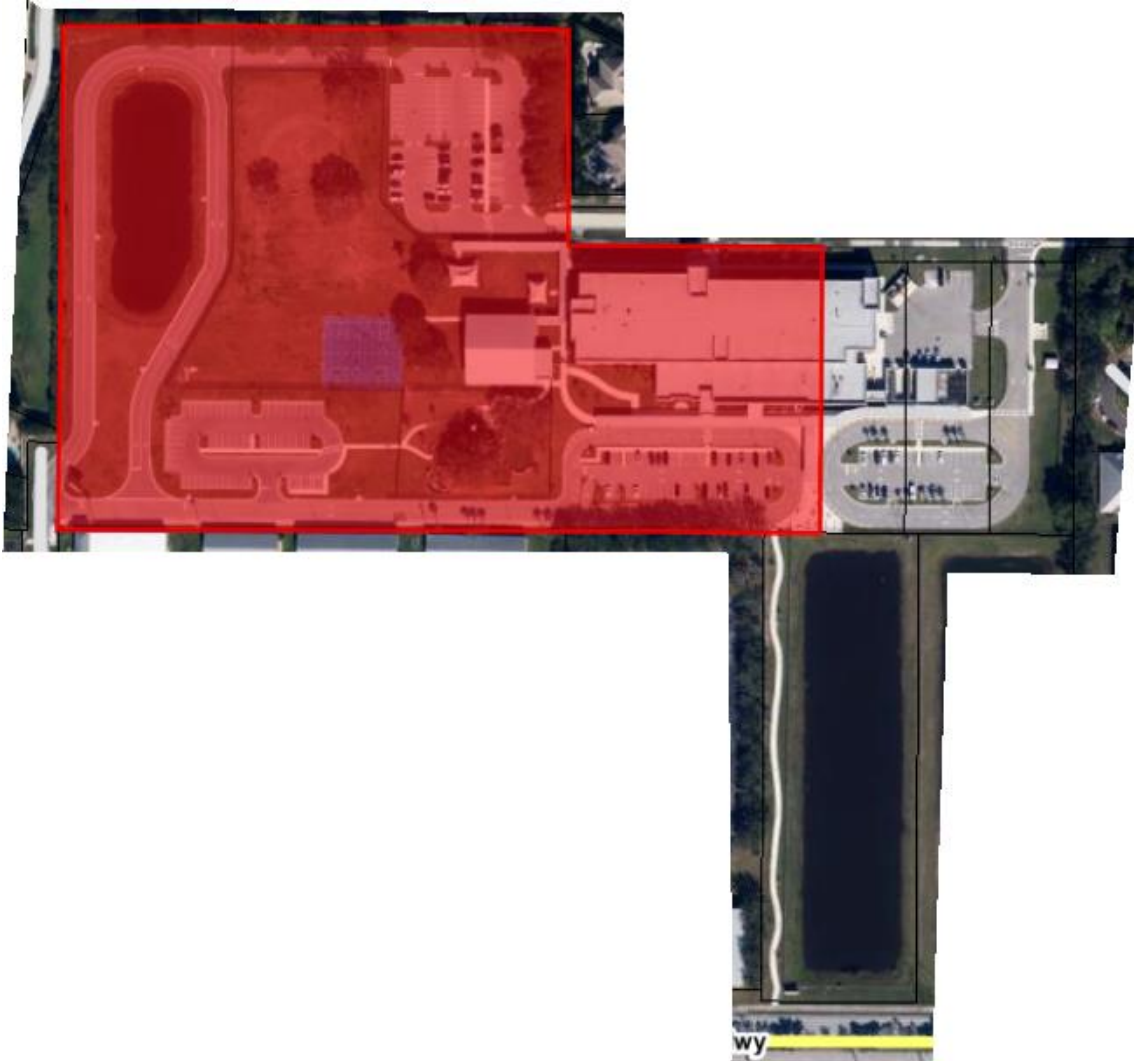
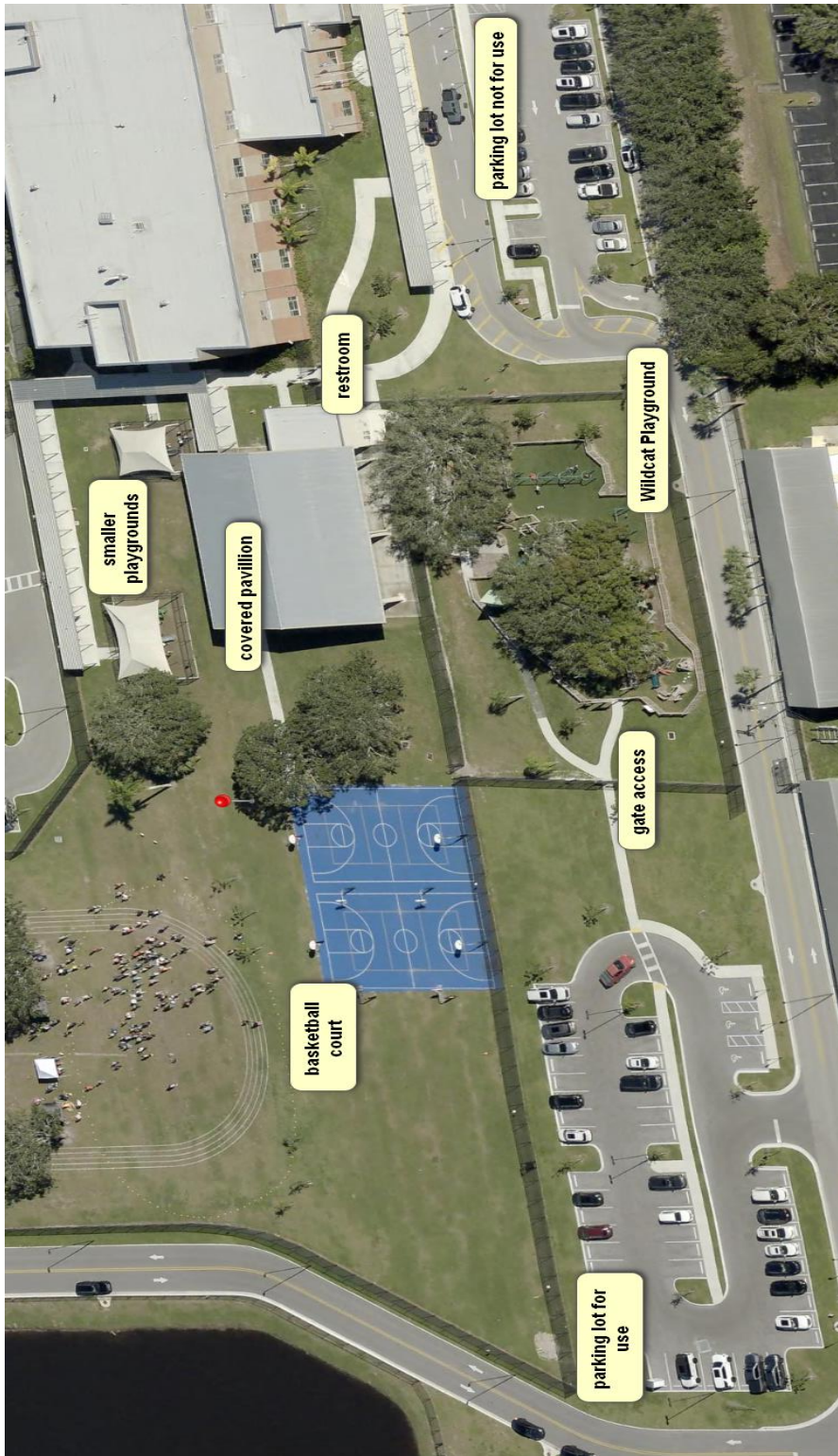


Exhibit A.1. (Continued)
Palm City Elementary School property: Property Boundaries



EXHIBIT A.2 Labeled Areas



**Exhibit A.3.
Playground**



Exhibit A.4
Gate



**Exhibit A.5
Restrooms**

