

INTERLOCAL AGREEMENT

HOBE SOUND ELEMENTARY SCHOOL KIDS KINGDOM PLAYGROUND

THIS INTERLOCAL AGREEMENT is made by and between THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, hereinafter referred to as "The School Board", THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as "The County", and THE MEMBERS OF THE HOBE SOUND PTA, an unincorporated association, hereinafter referred to as "The PTA".

WHEREAS, Florida Statutes Section 163.01 (1989), known as the Florida Interlocal Cooperation Act of 1969, permits public agencies, including school boards and county governments, to join together through interlocal agreements to cooperate with one another for the benefit of mutual advantage and the development of local communities; and

WHEREAS, Florida Statutes Section 235.02 (1989) authorizes The School Board to permit the use of educational facilities and grounds for community use centers and Section 7-7, A.3.a, Article VII, Recreation Element of the Martin County Comprehensive Growth Management Plan authorizes The County to participate in the construction and shared use of recreational facilities; and

WHEREAS, The PTA, with the permission of The School Board, has coordinated volunteer construction of wooden playground equipment known as "Kids Kingdom" using volunteer community labor and donated funds, to wit:

The North side of Hobe Sound Elementary School.  
Adjacent to Hobe Sound Christian Academy.

WHEREAS, The County is desirous of facilitating community use of this playground facility on the north playground of school; and

WHEREAS, all parties desire to share in the responsibilities of maintaining the facilities as more specifically set forth herein;

NOW THEREFORE, The School Board, The County, and The PTA in consideration of the mutual benefits, promises and considerations hereinafter set forth, agree as follows:

1. USE OF FACILITIES. It is the intention of the parties that "Kids Kingdom" be community use facilities insofar as possible, with as much public access as is practical, consistent with the needs of The School Board and the Hobe Sound Elementary School and the protection and security of the public property involved. Use by The School Board and Hobe Sound Elementary School shall at all times have priority. Organized County use shall be coordinated between the School Board administration and the County Parks and Recreation Director. Where scheduling conflicts occur, school use shall have priority. In the event groups and organizations other than school groups or The County recreational programs desire to use the facilities, such use will be second priority to School Board and County use, will be coordinated between The School Board and The County, and such use shall be subject to approval by The School Board and compliance with School Board rules and policies regarding use of School Board facilities. At other times, the facilities are expected to

be open for use by the public-at-large after school hours, during the weekends and when school is not in session in the summer or otherwise. If The County desires to restrict public access to the facilities after dark, The County shall be responsible for arranging for the locking of gates at night and re-opening them the next day. In this event, The County shall coordinate with the school administration. The playground facilities subject to this agreement are limited to those in the "Kids Kingdom" playground. The front school parking lot is included for public parking. The facilities will be enclosed by chain link fencing. The other school parking lots and the rest of the Noble Sound Elementary School campus are not included in this agreement.

2. MAINTENANCE. Except as set forth herein, The School Board shall have primary responsibility for maintenance of the subject facilities. The PTA hereby assumes financial and functional responsibility for semi-annual maintenance and repairs of the specific playground equipment installed and known as "Kids Kingdom", including periodic wood treatment and sealing, part replacements, and other maintenance activities to maintain the standards specifically set forth in "Specific Maintenance Informant" on pages 19-22 inclusive of architect Robert Leathers manual, attached hereto and incorporated herein as Exhibit "A". The School Board reserves the right to restrict, secure and close off the facilities to public use within its sole discretion for inspection, maintenance or other purposes.

3. DAMAGES. Damage occurring to the grounds and facilities during school use shall be the financial responsibility of The School Board. Damage occurring to the grounds and facilities during County programs or general public use shall be the financial responsibility of The County. Repair of such damage shall be accomplished by The School Board. In the event the repair costs are chargeable to The County, The County shall reimburse The School Board within thirty (30) days of billing to The County by The School Board for direct and indirect costs of labor and materials required for such repairs. When time of damage cannot be determined, The School Board and The County shall share the cost of repairs equally.

4. LIABILITY. As between The School Board, and The County, to the extent allowed by law, The County assumes responsibility for claims for personal injury damages arising out of public, non-school use of the subject facilities. The School Board assumes responsibility for claims for personal injury damages arising out of school use of the facilities. Use of the facilities by groups or organizations by their request shall be at their own risk and such use is conditioned upon their assumption of responsibility and liability for claims for personal injury damages arising out of their use of the facilities. The maintenance work done by The PTA will be at their own risk. The PTA, on behalf of itself and its members, present and future, expressly waives any claims against The School Board or The County for personal injuries to its members

and agrees to hold The School Board and The County harmless from the same.

5. INSURANCE. The County and The School Board agree to maintain tort liability insurance or self-insurance coverage for their respective activities on the facilities for no less than the maximum amount for which the Legislature waives sovereign immunity for the State and its agencies, which amount is currently \$100,000. per claim, and \$200,000. per incident pursuant to Florida Statutes Section 768.28 (1989).

6. EFFECTIVE DATE AND DURATION. This Interlocal Agreement shall become effective upon its respective approval by The County and The School Board at their scheduled public meetings and execution by their respective Chairmen, and execution by the President of the PTA, and filing with the Clerk of the Circuit Court. This Agreement shall remain in effect until it is modified, superseded or terminated by further written Agreement of the parties.

7. BREACH OF AGREEMENT. In the event any party breaches this Agreement and does not comply with the covenants contained herein, there shall arise in the other parties respectively the right of unilateral rescission of this Agreement as to themselves. Following 30 days' notice to the breaching party and a failure of the breaching party to remedy the breach within said 30 days following notice, any other party may take action to rescind this Agreement. The breaching party shall be liable to the other parties for all costs or damages incurred by the other

parties as a result of the breach of this Agreement by the breaching party.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the dates as indicated.

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

The School Board of Martin County, Florida has adopted this Interlocal Agreement between itself and The Martin County Board of County Commissioners and the Hobe Sound PTA at its regular scheduled public meeting held on the 5 day of MAY, 1992.

Signed by the Chairman of The School Board and attested to by the Superintendent of Schools as Secretary to The School Board this 5 day of MAY, 1992.

ATTEST:

Frank T. Brogan  
Frank T. Brogan, Superintendent

Pamela C. Black  
Pamela C. Black, Chairman

(SEAL)

THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

The Martin County Board of County Commissioners has adopted this Interlocal Agreement between itself, The School Board of Martin County, Florida and the Hobe Sound PTA at its regularly scheduled public meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 1992.

Signed by the Chairman of The Martin County Board of County Commissioners and attested to by the Clerk of Court as Secretary to the Board this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

ATTEST:

Marsha Stiller, Clerk of Court

Mary Dawson, Chairman

(SEAL)

APPROVED AS TO FORM AND CORRECTNESS:

Noreen S. Dreyer, County Attorney

THE NOBE SOUND PTA

The Nobe Sound PTA has adopted this Interlocal Agreement between itself, The School Board of Martin County, Florida, and The Martin County Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

Witness:

\_\_\_\_\_  
Sandra Price, President

(SEAL)