

RESOLUTION NO. 02-294

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AN ADDENDUM TO THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE MONROE COUNTY SCHOOL BOARD RELATED TO THE HOCKEY RINK; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

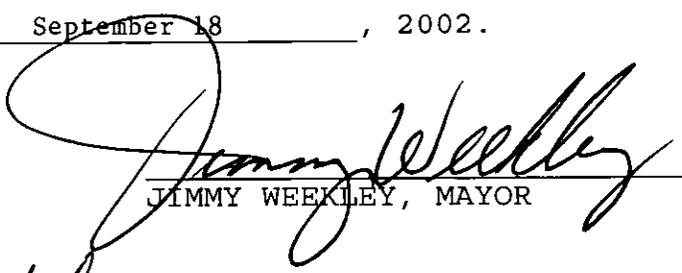
Section 1: That an addendum (related to the Hockey Rink) to the attached Interlocal Agreement between the City and the Monroe County School Board is hereby approved; and the City Manager is authorized to negotiate and execute a final Addendum.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 17th day of September, 2002.

Authenticated by the presiding officer and Clerk of the Commission on September 17, 2002.

Filed with the Clerk September 18, 2002.


JIMMY WEEKLEY, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

**Addendum No. One to
Interlocal Agreement between
The City of Key West, Florida
and
The School Board of Monroe County, Florida**

1. Recitations.

1.1 The City of Key West ("City") and the School Board of Monroe County ("School Board") executed an Interlocal Agreement dated March 31st, 1998.

1.2 The City approved the Interlocal Agreement by Resolution No. 97-263.

1.3 The City and School Board now desire to amend the Interlocal Agreement to address the use of the Roller Hockey Rink ("Rink") area at the Key West High School site.

2. Amendment. This Amendment shall take effect upon the day following execution by the last party to sign this Amendment.

3. Agreement. Notwithstanding any provision to the contrary in the Agreement, the City and School Board agree to the terms and conditions as set forth below.

4. Use of Premises. The City shall have the primary use and control of the Premises ("Premises") as listed and described in Attachment A, which is incorporated into this Agreement by reference.

5. Right to Construct Covering. The City shall have the right to construct at its sole cost and expense, a covering upon the Premises described in Attachment A.

5.1 The covering shall be of such size, proportions, materials and aesthetic appearance as is specifically approved in writing by the School Board.

5.2 The location of the covering shall be as specifically approved in writing by the School Board.

5.3 Appurtenant fencing, seating, structures, parking spaces, restroom facilities and ingress and egress areas shall be designed, located and spaced as specifically approved in writing by the School Board.

6. Utilities. The City, at its sole cost and expense, shall be responsible for the installation of, and payment for the use of, all utilities, to include but not limited to, electricity, water, sewer, solid waste, electronic and digital cabling, security lighting, and trash removal.

7. Construction and Installation Activities. All construction, installations, renovations and remodeling to be conducted on the Premises shall be coordinated with, and approved in writing by, the School Board prior to commencement of the activity. Progress and final inspections will be by and in accordance with, the School Board's UBCI Inspection Program.

8. Maintenance and Cleanliness. The City, at its sole cost and expense, shall be responsible for, on a timely basis, all maintenance and upkeep of the premises, to include but not be limited to, the standards of appearance and aesthetics as may be required by the School Board. The City shall be responsible to keep, on a timely and continuing basis, the Premises clean and free from all trash, debris, discarded foodstuffs, and offensive odor-emitting substances.

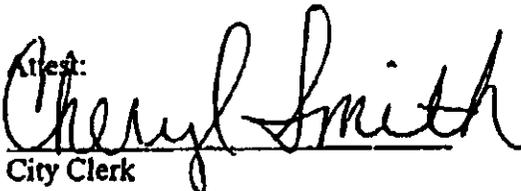
9. Supervision and Use of the Premises.

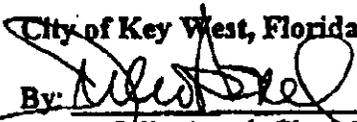
9.1 The City shall be solely responsible for the provision of security to, supervision for, and use of the premises and activities conducted thereon.

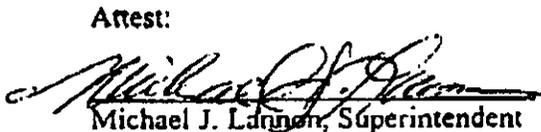
9.2 Use of the premises shall be scheduled through the City of Key west recreation department. Should the School Board desire to utilize the premises for school-related activities, the School Board shall coordinate with the city to avoid conflict with previously City-approved use of the premises.

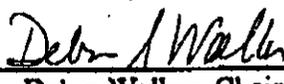
10. Terms and Conditions of Interlocal Agreement. All the terms and conditions of the Interlocal Agreement not expressly in conflict with the terms and conditions of this Addendum shall remain in full force and effect.

Done and executed at Key West, Florida, on the dates indicated.

Attest:

Cheryl Smith
City Clerk

City of Key West, Florida
By: 
Julio Avael, City Manager
Date: 9/19/02

Attest:

Michael J. Lannon, Superintendent

School Board of
Monroe County, Florida
By: 
Debra Walker, Chair
Date: September 24, 2002

EXECUTIVE SUMMARY

Date: 9/5/02

To: Julio Arael, City Manager

From: Annalise Mannix-Lachner, P.E., Manager of Engineering Services

Subject: Inter-local Agreement Amendment between the Monroe County School Board and the City of Key West for the purpose of including the Hockey Rink Roof

Project Issue

The City of Key West is dedicated to partnering with the Monroe County School Board to ensure the citizens of Key West and nearby Monroe County have adequate recreational spaces in the most cost effective manner. The City has maintained joint use of fields and recreational areas for over 10 years. Currently we have inter-local agreements for facilities at the High School, HOB Middle School, Gerald Adams Elementary School and Poinciana Elementary School.

Our Recreation Department Director has helped ensure a large array of sports activities for children in the community. Using out-sourcing techniques that are now considered cutting edge the Department has provided cost effective services for Soccer, Football, cheerleading, baseball softball while leaving the management and liability of the leagues to the leagues. The Southernmost Hockey Club has partnered with the City and the School Board to provide the once budding and now very popular sport of in-line Hockey to our community's children and adults. While we had no space to provide, we have committed annually to help ensure these citizens have the services they desire.

A modified inter-local agreement is required by the school prior to construction of a cover for the rink. This Fiscal year the City Commission budgeted funds so the in-line hockey rink, which is completely exposed to the elements, can be used year round in all types of weather. The hockey rink, which measures approximately 100' x 200', is located behind Key West High School, fronting on Bertha Street.

The construction of the cover would prevent interruptions, because of weather, in the schedules of the hockey teams that use the facility. It will protect our youthful players from the blazing sun in the summer time. It would also enable the Southernmost Hockey League to host out of town teams and tournaments which will provide income to hotels and restaurants.

The rink is used by the Southernmost Hockey Club, Inc. which is a registered not-for-profit corporation (EIN# 65-0479036 Corporate Doc # N94000001933) as well as numerous adults and children during the Friday all skate sessions which is open to the general public. The Club now has over 200 youth players, which make up approximately 20 teams each winter season. In addition, over 100 adult players make up a recreational and competitive adult league, which has access to the rink two nights per week.

Financial Impact

The inter-local agreement itself bears no additional costs. The cost of maintenance and repairs for the structure will reside with the city.

Options

Execute the agreement, or do not do so.

Advantages / Disadvantages

- 1) The advantage of this partnering is that citizens are provided a healthy sport, which keeps children and adults off the streets, and burning calories. The rink also provide open skate nights that allow all people access old fashion Friday and Saturday night roller rink skating.
- 2) The disadvantage is that an expenditure of fund is required.

Recommendation

Engineering Services recommends that the inter-local agreement be executed.

**Proposed Addendum to Agreement
Related to the Hockey Rink on Bertha Street and its
accessories.**

P1 PURPOSE

The City has budgeted funds to provide a cover on the Hockey Rink and other appurtances for the Rink on the High School property leased to the City of Key West to provide an improved facility.

P2 MAINTENANCE OF HOCKEY RINK COVER AND APPURTANCES

The City shall provide adequate maintenance of the cover and appurtances of the above-mentioned facility.

P3 SCHEDULING SUPERVISION AND UTILITIES OF HOCKEY RINK

City of Key West will be responsible for Supervision and Utilities for Hockey Rink.

P4 USE OF THE HOCKEY FACILIITY

All scheduling for events and activities will be done through the City of Key West and the Recreation Department. At such time the School Board has need for the facility arrangements will be coordinated with the Recreation Department to provide there is no conflict in events previously scheduled. The City shall have

the right to terminate this addendum agreement upon 90 days written notice to the Board.

P5 INSURANCE: INDEMNITY

The City will assume all liability for the Hockey Rink cover, and the surrounding areas related to the Hockey Rink.

RESOLUTION NO. 97-263

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY OF KEY WEST AND DISTRICT SCHOOL BOARD OF MONROE COUNTY, FLORIDA REGARDING INSTALLATION AND USE OR RECREATIONAL FACILITIES AT KEY WEST HIGH SCHOOL; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA:

Section 1: That the attached Interlocal agreement between the City of Key West, Florida and the District School Board of Monroe County, Florida regarding installation and use of recreational facilities at Key West High School is hereby approved.

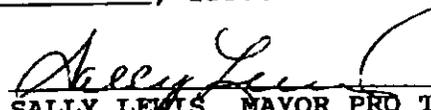
Section 2: That the City Manager is hereby authorized to enter into further negotiations with the School Board to conform the attached Interlocal Agreement with the version passed by the School Board.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

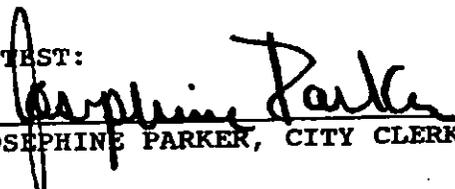
Passed and adopted by the City Commission at a meeting held this 1 day of July, 1997.

Authenticated by the presiding officer and Clerk of the Commission on July 2,, 1997.

Filed with the Clerk July 3, 1997.


SALLY LEWIS, MAYOR PRO TEM

ATTEST:


JOSEPHINE PARKER, CITY CLERK

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INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made this ^{31st}~~27th~~ day of ^{March, 1998}~~October~~, 1997, by and between The CITY OF KEY WEST, FLORIDA, a municipal corporation located in Monroe County, Florida (hereinafter "CITY"), and the DISTRICT SCHOOL BOARD OF MONROE COUNTY, FLORIDA, as the contracting agent for The School District of Monroe County, Florida, pursuant to Section 230.22(4), Florida Statutes (hereinafter "SCHOOL BOARD" or "BOARD").

WITNESSETH:

WHEREAS, the School Board is responsible for the control, organization, and administration of the public schools of Monroe County, Florida, including the Key West High School, Horace O'Bryant Middle School and Gerald Adams Elementary (hereinafter "SCHOOL") located within the jurisdictional limits of the CITY; and

WHEREAS, it is the purpose and policy of the CITY to develop, operate, and maintain parks and community recreational and sports facilities for the benefit of its citizens; and

WHEREAS, the CITY is desirous of providing for use of certain recreational and sports facilities on the SCHOOL's premises by both the SCHOOL and the general public through the coordinated and cooperative efforts of the CITY and the BOARD; and

WHEREAS, certain recreational facilities exist at Key West High School, Gerald Adams Elementary and Horace O'Bryant Middle School, and are depicted on a diagram attached hereto and incorporated herein as Exhibit "A" (hereinafter "Facilities"); and

WHEREAS, the CITY and the BOARD find that this Interlocal Agreement will be mutually beneficial to the CITY and the BOARD; will address a great need of all the citizens of the CITY; and will expand recreational facilities for the direct benefit of the students under the supervision of the Board.

WHEREAS, this Interlocal Agreement is entered into for the purpose of expanding public recreational facilities and opportunities within the CITY without impairing or disrupting SCHOOL facilities or educational processes;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, the CITY and the BOARD agree as follows:

1. **AUTHORITY.**

CITY has the lawful authority pursuant to Chapter 166, Florida Statutes, to enter into this Agreement. The BOARD has the lawful authority pursuant to Chapter 230, Florida Statutes, to enter into this agreement. Both the CITY and the BOARD are lawfully authorized by the FLORIDA INTERLOCAL COOPERATION ACT OF 1969 (Section 163.01, Florida Statutes) to enter into this Agreement.

2. **PURPOSE.**

The purpose of this agreement is to provide expanded recreational facilities and opportunities to the citizens of the CITY and to the BOARD's students. The CITY has budgeted \$340,000.00 for practice fields; the BOARD has budgeted \$356,000.00 for practice fields. Each party promises to devote its full budgeted amount to such projects during the duration of this Agreement; provided however, that if the BOARD terminates the CITY's right to use the practice fields within five (5) years of the execution of this Agreement, then the BOARD shall reimburse those funds expended up to the date of termination by the CITY to refurbish such practice fields. If the BOARD terminates the CITY's use in the first year of this Agreement, then it shall fully reimburse the CITY in a lump sum payment. If termination occurs in years two through five of this Agreement, the BOARD may pro-rate the reimbursement based on the number of years of CITY use.

3. **DURATION.**

The term of this Agreement is for a period of twenty (20) years from the effective date below, unless sooner terminated as provided elsewhere herein. Unless the CITY is in material breach at the time of expiration and upon (90) ninety days notice to the BOARD, the CITY shall have the right to renew this Agreement.

4. **RIGHT OF USE PAYMENTS.**

CITY shall pay to the BOARD the sum of ONE DOLLAR (\$1.00) per year for a right of use of the recreational area of the SCHOOL as depicted on Exhibit A. Each annual payment shall become due and payable on the yearly anniversary date of this Agreement, or the entire amount of payments may be paid in full in advance, at the option of CITY.

5. **NON-RELIANCE BY NON-PARTIES.**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service, improvement, operation, program, facility, or activity contemplated hereunder, and the CITY and BOARD agree that neither the CITY nor BOARD or any agent, officer, or employee or either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals have entitlement or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or the general target population contemplated in this Agreement.

6. **FILING WITH CIRCUIT COURT CLERK.**

CITY and BOARD recognize and agree that Section 163.01(11), Florida Statutes, requires this Agreement to be filed with the Clerk of the Circuit Court of Monroe County, Florida, prior to its effectiveness. CITY agrees to provide a copy of this Agreement to the Clerk of the Circuit Court for filing.

7. **CITY'S OBLIGATIONS; SUPERVISION OF ACTIVITIES.**

CITY agrees to make the following improvements to the facilities:

- a. *Maintenance:* The CITY and the BOARD agree that at all times during the term of this agreement they will be equally responsible for the cost of repair, replacement, and maintenance of the facilities in a good, safe, and substantial condition at Horace O'Bryant Middle School and Gerald Adams Elementary, as are mutually agreed to by the parties. The CITY will maintain the following at Horace O'Bryant and Gerald Adams:
- Mowing the grass and weed whacking fence lines
 - Providing fertilizer for the fields
 - Sharing equally the costs and responsibility for installing an irrigation system and watering the fields
 - Maintaining dugouts
 - Dragging and preparing fields, lining fields for competitive events
 - Maintaining of affixed field equipment such as bases, soccer goals, goal posts
 - Sharing equally with the BOARD the costs and responsibility to install and maintain bleachers, water fountains and lighting if the parties mutually agree on their necessity
- b. *Scheduling:* Use of facilities after hours by the CITY-approved athletic organizations must be coordinated through the CITY's Parks and Recreation Director. The Director will schedule events and activities so that there is no conflict among various members of the athletic organizations who desire to use the facilities. Scheduling by the Director includes Horace O'Bryant, Gerald Adams and designated practice areas at Key West High School, including high school practice fields after 7:00 p.m.
- c. *Supervision:*
- The CITY will be responsible for the supervision at Horace O'Bryant, Gerald Adams and Key West High School for CITY-sponsored athletic activities.
 - The Principal and or Athletic Director will be responsible for the supervision of the sports complex at Key West High School for all BOARD-related and approved activities.
- d. *Utilities:* The CITY and BOARD will be jointly responsible for water and electricity at the Horace O'Bryant, Gerald Adams, and Key West High School sites.

8. CITY'S RIGHTS: USE OF FACILITIES; TERMINATION.

- a. The CITY shall have the right to use areas at Horace O'Bryant and Gerald Adams from 4:00 p.m. until sundown on each day of the week; and at Key West High School from 7:00 p.m. until sundown. The facilities will also be available on Saturdays and Sundays for CITY-approved athletic activities.
- b. Each school will have first priority when school-related events are scheduled after 4:00 p.m. and on Saturdays.
- c. Use of Key West High School lighted areas shall be available to the CITY after 7:00 p.m.; and furthermore, the parties agree that all lighted areas shall be dual metered.

It is contemplated that the following teams and leagues shall use the facilities: American Youth Soccer League; Key West Junior Football League; All-Youth baseball leagues; girl's softball leagues.

The above recital shall not preclude other use of the facilities by CITY for lawful public purposes not inconsistent with the intent of this Agreement and the design of the Facilities, including but not limited to CITY Parks and Recreation events, public concerts and performances, and public gatherings which have been issued proper permits.

CITY agrees that, the scheduling of, the use of, and the actual use of, the Facilities, shall not interfere or conflict with any of BOARD's intramural or interscholastic student events; however, BOARD will coordinate scheduling of use of the Facilities. BOARD shall have the right to use the Facilities without interference for outdoor physical education, recreation, or related uses during regular school hours.

CITY shall have the right to operate and maintain a concession stand for the sale of non-alcoholic beverages and food items to the general public during the hours of public use of the Facilities; provided however, the storage of liquids, canned items, food items, and cleanliness of the concession operation shall be in accordance with the highest standards of health and safety concerns. No private profit from the operation of the concession stand shall be permitted unless specifically approved by the BOARD in writing.

CITY shall have the right to terminate this Agreement upon ninety (90) days written notice to the BOARD.

9. BOARD'S OBLIGATION; INDEMNITY, AVAILABILITY OF PREMISES; SUPERVISION OF ACTIVITIES.

BOARD agrees to perform the following maintenance upon the Facilities during the term of this Agreement:

- a. **Maintenance:** The BOARD agrees that at all times during the term of this Agreement it will be responsible to repair, replace, and maintain the facilities in a good, safe and substantial condition at Key West High School.

The BOARD will maintain the following at Key West High School:

- Mowing the grass and weed whacking fence lines
 - Providing fertilizer for the fields
 - Installing an irrigation system and be responsible for installation and fifty percent (50%) of the cost to water fields
 - Maintaining dugouts
 - Dragging and preparing field, lining fields for competitive events
 - Maintaining of field equipment such as bases, soccer goals, goal posts, etc.
 - If the BOARD desires to install bleachers, it will be the responsibility of the BOARD to incur the cost of installation and maintenance
 - The maintenance and installation of water fountains will be the responsibility of the BOARD
 - If lights are installed, the BOARD will be responsible for installation; and furthermore, the parties agree to pay in accordance with the installation of dual meters.
 - The BOARD shall be responsible to secure Federal Aviation Authority approval for nighttime use of lights at Key West High School.
- b. **Scheduling:** Use of the facilities after hours by the approved athletic organizations must be coordinated through the Key West High School Athletic Director or Principal. The Athletic Director will schedule events and activities so that there is no conflict among various members of the public who desire to use the facilities. The CITY may practice in designated areas from 4:00 p.m. to sundown and may practice in all areas after sundown.
- c. **Supervision:**
- The CITY shall be responsible for all its sponsored activities at all sites.
 - The BOARD through the Principal and/or Athletic Director shall be responsible for all of its sponsored activities at all sites.
- d. **Utilities:** The CITY and BOARD will be jointly responsible for water and electricity at the Horace O'Bryant, Gerald Adams, and Key West High School sites.
- e. **Maintenance:** At the first anniversary date of this Agreement, the parties shall examine the initial year's cost of restroom maintenance and cleaning, and of paper products, and agree to allocate a cost for these items to the CITY based on CITY use, as mutually agreed by the parties.

10. **BOARD'S RIGHTS: USE OF FACILITIES; TERMINATION.**

BOARD shall have the right to use of the Facilities as set forth in paragraph 9 above. BOARD shall have the right to operate the concession stand for the sale of non-alcoholic beverages and food items to students, employees, and the general public during the hours of SCHOOL's use of the Facilities; however, the storage of liquids, canned items, food items, and cleanliness of the concession operation shall be in accordance with the highest standards of health and safety concerns.

BOARD shall have the right to cancel or terminate this Agreement upon one (90) ninety days written notice to CITY upon an initial determination by the BOARD that the school's premises which are the subject of this Agreement are needed primarily for school-related purposes. BOARD shall allow CITY to be heard upon this issue prior to BOARD making its final determination, and BOARD shall not act unreasonably in making such a final determination.

11. **NON-ASSIGNMENT.**

This Agreement may not be assigned, and CITY may not rent or sub-lease any part of the Facilities, without the express prior written consent of BOARD. This provision is not intended to prevent or prohibit CITY from charging a user fee to individuals and groups, as provided by the ordinances, resolutions, or policies of CITY.

12. **INSURANCE; INDEMNITY.**

CITY and BOARD each represents to the other that it carries suitable public liability and property damage insurance, or is self-insured, during the entire term of this Agreement. Each party will be responsible for any acts of negligence on the part of its agents or employees. Each party will hold the other party harmless from all claims arising out of its respective use, and each party shall have a duty to defend all claims arising out of its respective use, of the Facilities.

BOARD shall indemnify and hold harmless CITY and CITY shall indemnify and hold harmless BOARD, as permitted by Florida law, from and against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by the respective party to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the Facilities during periods when the respective party is using the facilities, or (3) failure to comply with any law of any governmental authority, where said failure, injury, or damage occurring under (1) through (3) above is a result of party's negligence.

13. **TITLE UPON EXPIRATION.**

Upon the expiration of the term of this Agreement, or if terminated after the fifth year of this Agreement, then the Facilities shall become the property of BOARD.

14. **NOTICE OR BREACH; RIGHT TO CURE.**

In the event of a breach of any term of this Agreement by one party, it shall be the obligation of the other party to provide written notice of such breach or violation, and a reasonable period of time shall be allowed for the curing of such breach or violation, the reasonableness of the time period being determined by the circumstances and nature of the breach.

15. **NOTIFICATION OF CERTAIN CONDITIONS.**

Each party recognizes that it is in the best interests of both parties to provide a safe recreational area and each party agrees to use its best efforts to provide property supervision and safe conditions during its respective use of the Facilities. In the event that either party becomes aware of an unsafe situation, it shall correct same or, if such is the responsibility of the other party, notify the other party of the hazard and the need for corrective action.

16. **PUBLIC CONDUCT ON SCHOOL PROPERTY.**

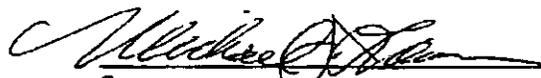
No person shall be in possession or be under the influence of an intoxicating beverage or an illegal mood or behavior-modifying substance while on BOARD property. No member of the public shall smoke on BOARD property and no smoking area shall be designated in a school, educational facility, school auditorium, school gymnasium, school stadium or school recreational facility.

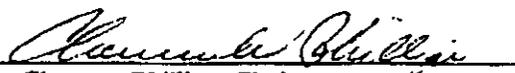
17. **AMENDMENT.**

This Agreement may be amended only by written document approved and executed by both parties.

ATTEST:

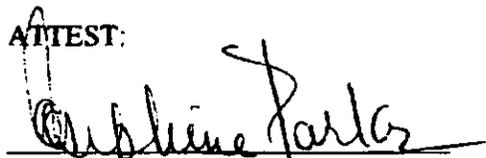
THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA

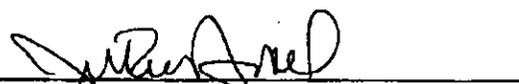

Secretary

BY: 
Clarence Phillips, Chairperson

ATTEST:

THE CITY OF KEY WEST, FLORIDA


Josephine Parker, City Clerk

BY: 
Julio Avel, City Manager