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City Council Agenda Item
May 17, 2016

TO: The Honorable Mayor and Members of the City Council
FROM: James R. O'Connor, City Manager
DATE: May 11, 2016

SUBJECT: **Agreement for Exchange of Use of Facilities and Equipment by and between the City of Vero Beach, Florida, and the School Board of Indian River County, Florida**

REQUESTED BY: City Manager/Recreation Director

The following is requested as it relates to the above-referenced agenda item:

X Request Council review and approval based on the attached supporting documentation.

No action required. (Information only)

AGREEMENT FOR EXCHANGE OF USE OF FACILITIES AND EQUIPMENT

This Agreement for Exchange of Use of Facilities and Equipment (hereinafter "Agreement") is made and entered into as of the date last written below, by and between the **CITY OF VERO BEACH, FLORIDA**, a Florida municipal corporation (hereinafter "City"), whose address is 1053 20th Place, Vero Beach, Florida 32960, and the **SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, a constitutional subdivision of the State of Florida (hereinafter "District"), whose address is 6500 57th Street, Vero Beach, Florida 32967.

WITNESSETH:

WHEREAS, City, on behalf of the City of Vero Beach Recreation Department (hereinafter "Recreation Department"), and District desire to enter into this Agreement for each party to provide to the other the use of particular facilities and equipment and to pay related costs, expenses or fees, for certain recreational or school activities and transportation needs; and

WHEREAS, the City and the District find that such an arrangement as set out herein is mutually beneficial;

THEREFORE, in consideration of the premises and mutual agreements, covenants, and understandings herein contained, together with other good and valuable consideration as provided for herein, the parties agree as follows:

1. Use of Facilities & Equipment Provided by City to District

City shall allow the use by and, except as otherwise provided, shall cover the costs for District to use the following:

- A. The Leisure Square swimming pool from mid-August through mid-November for use by the Vero Beach High School Swim Team for its swimming practices and swimming meets between the hours of 8:00 a.m. and 7:00 p.m.
- B. The Leisure Square swimming pool once in late August/September, once in late December/January, and once in late February/March for use by the Vero Beach High School Rowing Team for swimming tests.
- C. The Riverside Tennis Complex by the Vero Beach High School Tennis Club once annually for matches with St. Edward's School, as coordinated with the Recreation Department.
- D. Grandstands during the school year for use by District for school special events and ceremonies between the hours of 8:00 a.m. and 10:00 p.m. City will transport to and from the school.
- E. If and as availability allows, the District will be permitted the use of City rental facilities during the school year at no rental charge. The cleaning of any such facility after its use will be paid for by District.

- F. District will be responsible to repair any damage to City facilities and equipment used by the District, other than normal wear and tear, that is incurred as a result of such use.

2. Use of Facilities & Equipment Provided by District to City

District shall allow the use by and, except as otherwise provided, shall cover the costs for City to use the following:

- A. Three (3) school buses from late May through mid-August for use by the Vero Beach Recreation Department to transport youths participating in Recreation Department camps between the hours of 7:30 a.m. and 5:30 p.m. Use of the buses shall be for transportation from designated pick-up locations to camp activity sites in Florida for Recreation Department-sponsored programs and the return from such sites to the designated pick-up locations. The District shall cover the fuel costs for the use of such buses; however, such use shall not exceed a combined mileage of the buses of 8,000 miles or actual fuel costs of \$14,000, whichever is less.
- B. It shall be the responsibility of District to inspect all buses prior to service.
- C. It shall be the responsibility of City to provide to the District contact person a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled by each bus.
- D. City shall, at its own expense, obtain all necessary permits and licenses and pay all fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to the business to be carried on under this Agreement.
- E. City shall, at its own expense, hire and use off-duty bus drivers employed by District to operate all buses used in accordance with this Agreement.
- F. If and as availability allows, as determined by the District, the City will be permitted the use of one of the District's theaters during the month of December, for the Recreation Department drama program, for a period of four (4) days at three hundred (\$300.00) per day. The cleaning of any such facility after its use will be paid for by City.
- G. City will be responsible to repair any damage, other than normal wear and tear, to a District school bus or facility used by the Recreation Department that is incurred as a result of such use.

3. General Conditions

- A. Each party shall be responsible for providing qualified supervision of its own activities.
- B. The parties shall maintain liability insurance for their respective property, equipment, and activities. Attached hereto as Exhibit ‘A’ is a copy of a Certificate of Insurance from City. Attached hereto as Exhibit “B” is a copy of a Certificate of Insurance from District. Each party shall exchange copies of renewal certificates annually.
- C. Each party shall indemnify and hold harmless the other party, its agents, officials, and employees from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of such indemnifying party or any of its respective agents, officers, or employees in connection with the performance of this Agreement. Such indemnification and hold harmless shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party.
- D. Any matters pertaining to the use of District facilities and equipment should be directed to the Assistant Superintendent of Human Resources and Risk Management for the District. Any matters pertaining to the use of City facilities and equipment should be directed to the Recreation Director for the City.
- E. This Agreement shall be effective for the period June 15, 2016 through June 15, 2017. The following representatives of the parties are hereby authorized to renew this Agreement for additional one (1) year periods by mutual agreement in writing:

For City:

City Manager
P. O. Box 1389
Vero Beach, FL 32960
Tel.: 772-978-5151

For District:

Superintendent
6500 57th Street
Vero Beach, FL 32967
Tel.: 772-564-3000

- F. This Agreement and any renewal hereunder may be executed in one or more counterparts, each of which shall be deemed an original and all which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date indicated below.

[SIGNATURE PAGES FOLLOW]

CERTIFICATE OF COVERAGE

Certificate Holder

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
6500 57TH STREET
VERO BEACH, FL 32967

Administrator

Issue Date 05/02/2016

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0617

COVERAGE PERIOD: FROM 10/1/15

COVERAGE PERIOD: TO 10/1/16 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
Deductible Stoploss \$25,000

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit
Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings**
 - Basic Form
 - Special Form
- Personal Property**
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$100,000
- Coinsurance 90%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible 25,000
- SIR Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage
 - Per Schedule - Comprehensive - Auto
 - Per Schedule - Collision - Auto
 - Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Proof of Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

City of Vero Beach
PO Box 1389
Vero Beach FL 32961-1389

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

ATTEST:

CITY OF VERO BEACH, FLORIDA



Tammy K. Vock
City Clerk

Jay Kramer
Mayor

Approved as to form and legal sufficiency:

Approved as conforming to municipal policy:

Wayne R. Coment
Wayne R. Coment
City Attorney

James R. O'Connor
James R. O'Connor
City Manager

Approved as to technical requirements:

Patty Howard
for Rob Slezak
Recreation Director

THE SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA

ATTEST:

Dale Simchick
Dale Simchick
Chairman

Mark J. Rendell
Mark J. Rendell, Ed.D.
Superintendent

DATE: May 10, 2016

This instrument prepared in the
Office of the City Attorney
P. O. Box 1389
Vero Beach, FL 32961-1389