

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Soldiers Creek Park Agreement with the School Board

DEPARTMENT: LIBRARY & LEISURE SERVICES **DIVISION:** PARKS & RECREATION

AUTHORIZED BY: *J. Suzy Goldman* **CONTACT:** J. Suzy Goldman **EXT.** 7490/92

Agenda Date : <u>04/08/03</u> Regular Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Soldier's Creek Park Agreement with the School Board of Seminole County.

BACKGROUND:

In 1977 the County entered into an agreement with the School board to allow establishment of a nature study center for use by students and teachers at Seminole County's Soldier's Creek Park. The Environmental Studies Center has been in operation since that time.

This agreement authorizes the School Board to continue to use designated areas of the park to provide environmental education activities for students in the public schools.

The School Board is in the process of constructing a new 6,000 square foot educational facility on the premises. The project is scheduled for completion in November 2003.

The agreement will be in effect for 20 years from October 27, 2002.

Reviewed by: <u>03-31-03</u>
Co Atty: <u><i>J. Dietrich</i></u>
DFS: _____
Other: _____
DCM: <u><i>[Signature]</i></u>
CM: <u><i>[Signature]</i></u>
File No. <u>CLLP01</u>

SOLDIER'S CREEK PARK AGREEMENT

THIS AGREEMENT is made this 11 day of March 2003, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **SCHOOL BOARD OF SEMINOLE COUNTY**, whose address is Educational Support Center, 400 East Lake Mary Boulevard, Sanford, Florida 32773, hereinafter referred to as "SCHOOL BOARD".

W I T N E S S E T H:

WHEREAS, the SCHOOL BOARD has requested that the COUNTY allow said SCHOOL BOARD to utilize certain areas of undeveloped land owned by the COUNTY at Soldier's Creek Park; and

WHEREAS, the SCHOOL BOARD desires to use said lands as a nature study center for use by the students and teachers of the school system; and

WHEREAS, to accomplish the aforesaid nature study center, the SCHOOL BOARD has requested the COUNTY to participate in a cooperative agreement; and

WHEREAS, the COUNTY has determined that those areas of Soldier's Creek Park may be utilized for the aforesaid purposes without interfering with any other COUNTY purpose; and

WHEREAS, the COUNTY finds that such a cooperative effort in the establishment of a nature study center serves a COUNTY purpose to the benefit of the citizens and residents of Seminole County; and

WHEREAS, the SCHOOL BOARD and COUNTY entered into an Agreement on October 27, 1987, as renewed and amended on October 22, 1992, in order

to establish a nature study center utilizing certain areas of undeveloped land owned by the COUNTY at Soldier's Creek Park; and

WHEREAS, the parties entered into an Agreement on October 14, 1998, to enable both parties to continue to enjoy the mutual benefits provided by the nature study center established on land owned by the COUNTY at the Soldier's Creek Park; and

WHEREAS, the Agreement entered October 14, 1998, expired by its terms on October 26, 2002; and

WHEREAS, the SCHOOL BOARD desires to reconstruct the nature study center currently operated and maintained by the SCHOOL BOARD at the Soldier's Creek Park,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Term. The COUNTY does hereby authorize the SCHOOL BOARD to utilize those areas of Soldier's Creek Park as described in Exhibit "A," attached hereto and incorporated herein for a period of twenty (20) years commencing October 27, 2002, notwithstanding the date of execution of this Agreement, for the purposes herein stated; provided further, however, that the SCHOOL BOARD may renew this Agreement for an additional period of five (5) consecutive years commencing at the expiration of the initial period hereby granted subject to concurrence by the COUNTY.

Section 3. Purpose. The SCHOOL BOARD covenants that said premises will be used exclusively as a nature study center pursuant to the twenty (20) year schedule attached hereto and incorporated herein as Exhibit "B."

Section 4. COUNTY Responsibilities. The COUNTY agrees to participate in the maintenance of the property surrounding the nature study center pursuant to Exhibit "B;" provided, however, it is expressly understood and agreed by both parties that such participation by the COUNTY shall be subject to review annually by the Board of County Commissioners and the availability of funds lawfully appropriated for its purposes.

Section 5. SCHOOL BOARD Responsibilities.

(a) The SCHOOL BOARD shall make no major changes, alterations, improvements, or additions to or upon the premises, or any part thereof, without the written consent of the COUNTY being first had and obtained. Major changes, by way of illustration only, shall include, but not be limited to, the building or placement of any structure, be it permanent or temporary, and clearing or development of succession plots, building of boardwalks or trails and any clearing or removal of trees. Major changes proposed by the SCHOOL BOARD shall be submitted in written form to the COUNTY as provided in Section 11 of this Agreement and presented to the Board of County Commissioners for its approval. The SCHOOL BOARD shall construct and maintain a new environmental center building in accordance with Exhibit "C," attached hereto and incorporated herein.

(b) The SCHOOL BOARD shall be responsible for all costs, including, but not limited to, maintenance and repair relating to any improvements placed upon the premises, including the cost of all utilities.

(c) The SCHOOL BOARD, prior to each school year covered by this Agreement, shall submit to the COUNTY the specific plans proposed by the SCHOOL BOARD for the use and development of the premises as a nature study center for the upcoming school year.

Section 6. Future Development. The SCHOOL BOARD understands that the subject premises, as described in Exhibit "A," are subject to future development by the COUNTY as a public park. It is specifically agreed by both parties hereto that the COUNTY shall have the absolute right during the term of this Agreement or any renewal thereof to enter upon said premises for the purpose of developing said premises as a public park; provided, however, the COUNTY shall develop said property so as not to interfere with the SCHOOL BOARD's use of the property as a nature study center to the extent possible.

Section 7. Indemnification.

(a) It is agreed that each party shall, but only to the extent permitted by law, indemnify and save harmless the other from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Agreement for any personal injury, loss of life, or damage to property sustained on or about the subject premises, by reason of or as a result of its negligent acts, the negligent acts of its servants, agents, students, or employees with respect to the occupancy of the subject premises, and from and

against any orders, judgments, or decrees which may be entered thereon, and from and against costs, counsel fees, expenses, and liabilities incurred in and about the defense of any such claim and the investigation thereof; provided, however, that before a party shall become liable for said costs, counsel fees, expenses, and liabilities, the party to be charged shall be given notice in writing by the other party that the same is about to be incurred and shall have the option itself to make the necessary investigation and employ counsel of its own selection, but satisfactory to the other party, for the necessary defense of any claims. Neither party, however, shall have any responsibility to provide a legal defense to the other party regarding any claim which shall arise out of the use or occupancy of the Seminole County Nature Center pursuant to this Agreement or to settle or compromise any claim as to the other party which may arise therefrom. Neither party shall be relieved of any obligations under this section by reason of the fact that the other party may, in any circumstance, have available the defense of sovereign immunity. Neither party shall settle or compromise any claim wherein the parties are or may be joint tortfeasors, without the knowledge and consent of the other party, which consent, however, will not be unreasonably withheld.

(b) It is specifically agreed and understood that the SCHOOL BOARD shall exercise exclusive operational control over the structure identified as the "Center Building" and that with regard to that building, the COUNTY shall only incur liability for the negligent acts of its employees, agents, or servants deemed to have been committed

therein. To the extent that the SCHOOL BOARD has by this Agreement assumed responsibility in accordance with Exhibit "B" to this Agreement as well as responsibility for the maintenance of the "Center Building," restrooms, storage sheds, shelters and trails; excluding the Lake Jesup boardwalk and the service roads as requested in areas west of the service road gate, the SCHOOL BOARD shall be deemed to have exclusive operational maintenance responsibility for the maintenance and upkeep of same. The COUNTY shall be deemed to have exclusive operational maintenance responsibility for the maintenance and upkeep of all facilities not subject to SCHOOL BOARD responsibility.

(c) It is specifically agreed and understood that the SCHOOL BOARD shall have the sole duty of supervision of students while they are in participation in a school or school board class, activity, event on the premises of the Seminole County Nature Center. Further, the parties agree that the SCHOOL BOARD shall have no duty to supervise persons who may be students or any other persons who may be on the premises of the Seminole County Nature Center, except as they may be employees, agents, or servants of the SCHOOL BOARD who are on the premises within the course and scope of their employment by the SCHOOL BOARD or are students or others who are on the premises of the Seminole County Nature Center in participation as a student or school volunteer in conjunction with a school or school board class, activity, or event conducted on the premises of the nature Center. The COUNTY shall retain operational control over the premises, except as otherwise stated herein, as to all non-school/School Board

affiliated persons who shall utilize the premises as a public facility.

Section 8. Judgments. The parties further agree that in the event judgment is entered against them as joint tort feasons they each will pay said judgment on the basis of their adjudicated percentage of liability, subject to any limitations set forth in Section 768.28, *Florida Statutes*.

Section 9. Termination. This Agreement may be terminated, in whole or in part, by either party at any time, with or without cause, upon not less than sixty (60) days written notice delivered to the other party; provided, however, that the SCHOOL BOARD's obligations under Sections 9 and 10 shall continue in full force and effect with regard to any and all events occurring while the SCHOOL BOARD held operational control of the subject premises.

Section 10. Equipment/Structures. Upon termination of this Agreement for any reason, the SCHOOL BOARD shall have the right to remove any structures or equipment placed upon the premises by it, provided said removal will not result in substantial damage to any of the premises. In any event, the SCHOOL BOARD shall restore the property as nearly as possible to its present condition at no cost to the COUNTY.

Section 11. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Director, Library and Leisure Services
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For SCHOOL BOARD:
Superintendent
Seminole County School Board
Educational Support Center
400 East Lake Mary Boulevard
Sanford, Florida 32773

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 12. Conflict of Interest. The parties agree that they will take no action in performing under this Agreement that would violate the provisions of *Chapter 112, Florida Statutes*, relating to ethics in government or cause the officers or employees of the other party to violate the provisions of said law.

Section 13. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or 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 or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 14. Assignment. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 15. Employee Status. Persons employed by the SCHOOL BOARD in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation,

unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

Section 16. Compliance with Laws and Regulations. The SCHOOL BOARD's use of the COUNTY's lands pursuant to this Agreement shall at all times be in accord with all statutes, rules, regulations, and ordinances, including those now in effect and hereafter adopted, which govern the use of such lands. Any violation of said statutes, rules, regulations, or ordinances shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the SCHOOL BOARD.

Section 17. Public Records Law. SCHOOL BOARD acknowledges COUNTY's obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. SCHOOL BOARD acknowledges that COUNTY is required to comply with Chapter 119, Florida Statutes, and that said Statute controls over the terms of this Agreement.

Section 18. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written, for the purposes stated herein.

ATTEST:

SCHOOL BOARD OF SEMINOLE COUNTY

Paul J. Haggerty
Paul J. Haggerty Secretary

By: Sandra Robinson
Sandra Robinson, Chairman

Date: 3/11/03

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
SED/lpk
2/17/03
soldiers creek

Attachments:

- Exhibit "A" - Legal Description
- Exhibit "B" - Soldier's Creek Park / Seminole County Nature Center
- Exhibit "C" - Environmental Studies Center Project

EXHIBIT "A"
LEGAL DESCRIPTION OF THAT PORTION OF
SOLDIER'S CREEK PARK LYING EAST OF STATE ROAD 419

Includes:

The South thirty (30) acres of Government Lot 5 West of the North South Center Line of Section 26, being the same line as an extension Southward of Hester Avenue as shown in a Plat of Eureka Hammock, Plat Book 1, Page 106, being in Section 26, Township 20 South, Range 30 East; and also Government Lot 6, Section 26, Township 20 South, Range 30 East; Government Lot 1 of Section 27, Township 20 South, Range 30 East; and Lots 17, 18, 19 and 20 of Shuman's Addition to Eureka Hammock, according to the Plat thereof, as recorded in Plat Book 2, Page 53, Public Records of Seminole County, Florida; and also Lots 11, 12, 13, 14, 15 and 16, Shuman's Addition to Eureka Hammock, according to the plat thereof as recorded in Plat Book 2, Page 53 of the Public Records of Seminole County, Florida, less that part of Lot 16 lying West of the Sanford-Oveido Road and less railroad right-of-way.

EXHIBIT "B"
SOLDIER'S CREEK PARK
SEMINOLE COUNTY NATURE CENTER

PROGRAM:

1. Maintaining and improving this activities center at this site will help preserve the area for the future and provide environmental education activities and expand the curriculum for all 1st and 5th grade students in the Seminole County public schools.
2. Provide a place for students in grades K-12 to participate in special class projects and activities under the direction of their class or subject area teacher, and by special appointment.
3. Provide in-service training for participating teachers.
4. Provide a place for family and community programs.

SCHOOL BOARD:

Personnel: Maintain according to need and budget:
 Certified Teacher(s)
 Environmental Assistants
 District Level Administration

Building/Trails:

Maintain and change as needed:
Nature Center Building
Shelters
All trails except Lake Jesup boardwalk and the
service roads mowed as requested in areas west of the
service road gate.

Operating: Electricity, heat, water, telephone
 Transportation of public school students by district
 buses.

Equipment & Supplies:
 District School Budget.

PARKS & RECREATION DIVISION:

1. Keep service roads repaired. Do not pave but dig out mud slicks and make passable.
2. Continue to furnish "trash pick-up" and garbage service and "presence" in the park.
3. Maintain boardwalk to Lake Jesup.
4. Continue to mow on the edges of the service roads as requested, and provide for the cutting aside of windfall trees on the service road.

ENVIRONMENTAL STUDIES CENTER PROJECT

BACKGROUND

The Seminole County Environmental Studies Center is a public school environmental education facility located in Soldiers Creek Park, in the Spring Hammock Nature Preserve. As a cooperative effort between Seminole County Public Schools and the Seminole Board of County Commissioners, the program's goal is to provide students with "environmental awareness, knowledge and responsibility and to engender feelings of protectiveness and ownership toward the environment". Tours and activities are scheduled daily for first and fifth grade students. The center also provides teacher inservices and teaching materials to support classroom lesson plans.

The existing facility consists of a natural history museum/instruction building and several outdoor pavilions, storage buildings and restrooms. The natural history museum is an old school portable that was relocated from Lawton Elementary School in 1977, and is now in need of replacement.

PROPOSED PROJECT

The proposed project scope includes demolition of the old museum building, and construction of a new facility (approximately 6,000 s.f.) that would include:

- A new museum/instructional room
- A multi-purpose room
- Toilets
- Informational displays
- Support spaces for staff
- Minor site improvements for bus drop-off, parking and storm water retention

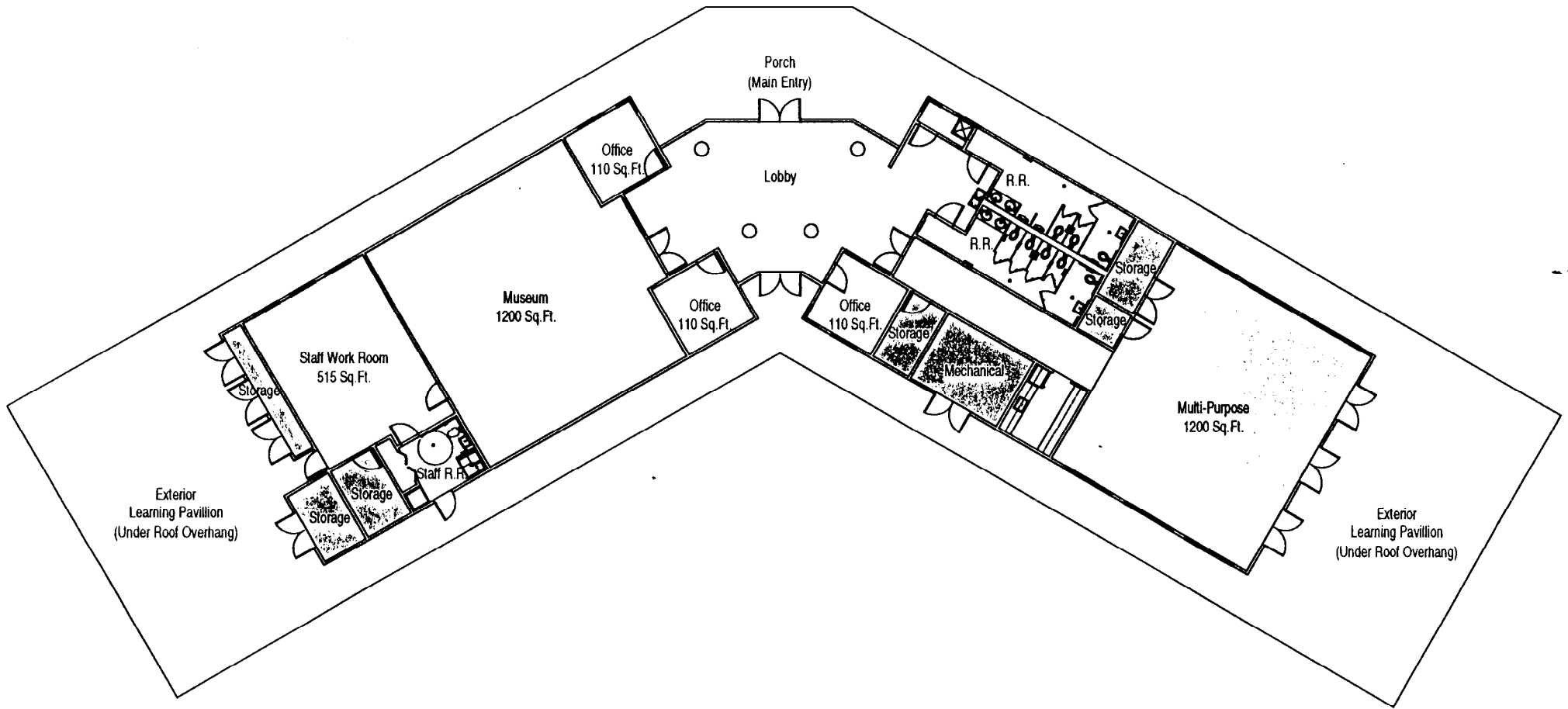
The final project plans will be ready for review and approval in February of 2003. Since the center is located on property owned by Seminole County, there must be agreement from both parties on the project scope.

PROJECT SCHEDULE

Design Phase	thru Feb. 2003
Bidding Phase	Mar.-Apr. 2003
Construction Phase	May-Nov. 2003

PROJECT TEAM

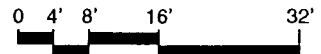
For the past several months, the architects (Burke Bales & Mills Associates) have worked with a committee to develop schematic plans for the project. Participants have included the original architectural selection committee (Jeanne Morris, School Board Member; Julian Harlan, Business Advisory Board Representative; Patricia Burkett, Environmental Education Specialist; and Ginger Hoke, Seminole County Government Representative), SCPS Facilities Planning staff and Seminole County staff.



Seminole County
Environmental
Studies Center

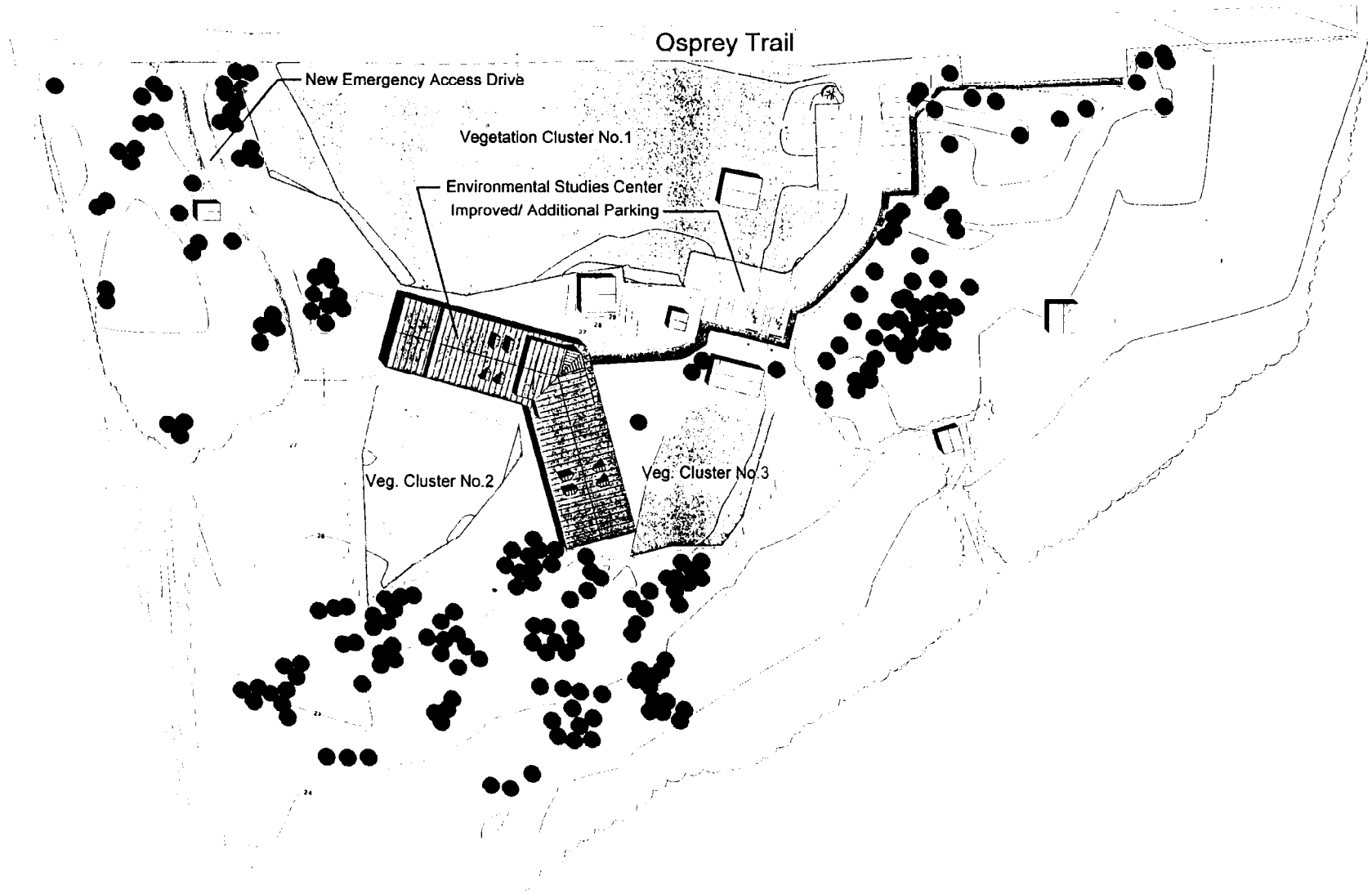
Floor Plan

6137 GSF



Seminole County Public Schools
Burke, Bales, & Mills Associates, Inc

State Road 419



Proposed Site Plan

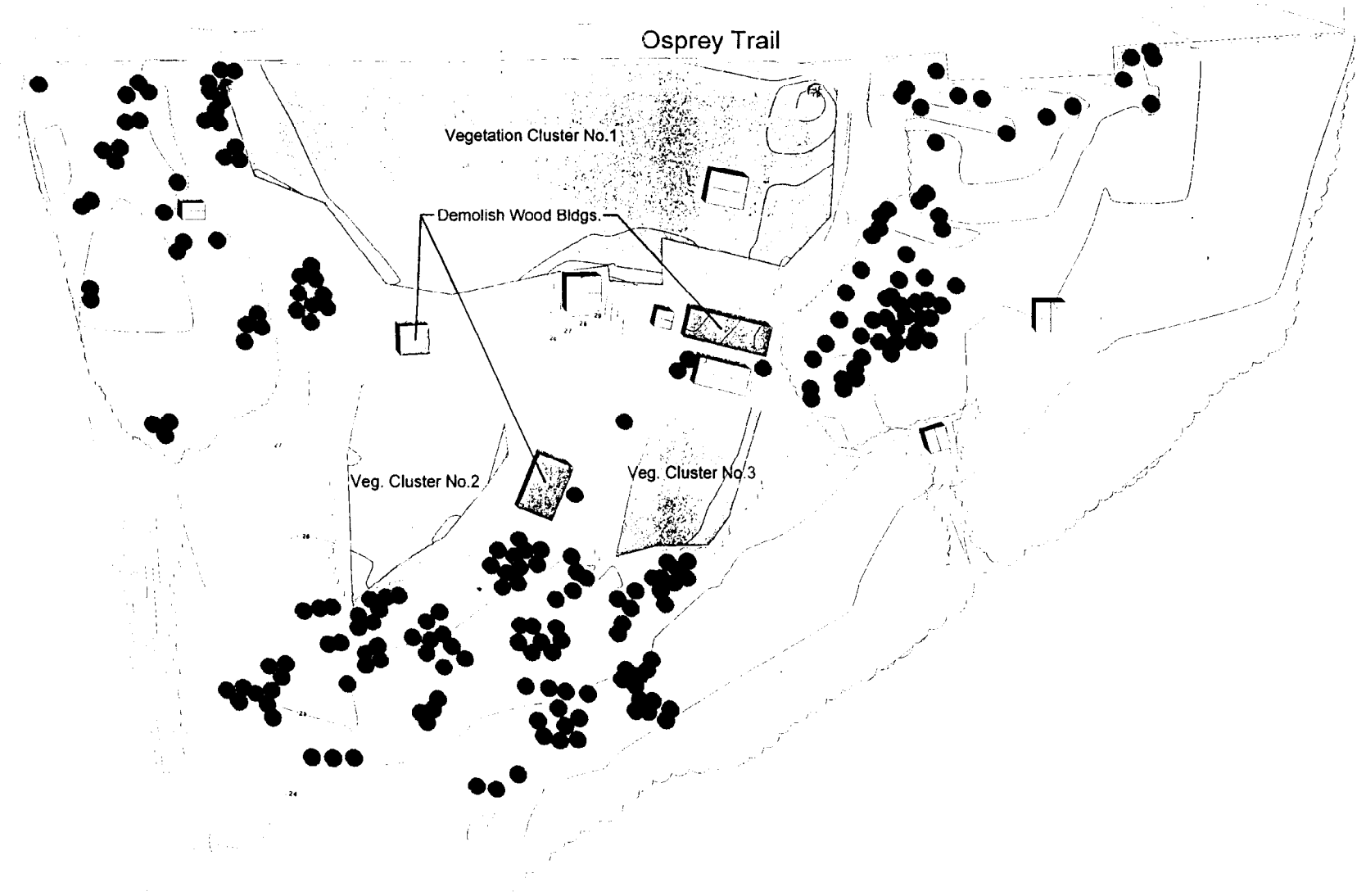


Seminole County
Environmental
Studies Center

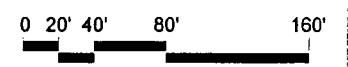
0 20' 40' 80' 160'

Seminole County Public Schools
Burke, Bales, & Mills Associates, Inc

State Road 419



Existing Site Plan



Seminole County Public Schools
Burke, Bales, & Mills Associates, Inc