

**JOINT USE AGREEMENT OF THE ENVIRONMENTAL STUDIES CENTER  
BETWEEN THE SCHOOL BOARD OF SEMINOLE COUNTY AND SEMINOLE  
COUNTY**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA** a body corporate pursuant to section 1001.40, Florida Statutes, whose address is 400 East Lake Mary Boulevard, Sanford, Florida 32773, in this Agreement referred to as “SCHOOL BOARD”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”, collectively referred to as the “PARTIES”.

**W I T N E S S E T H:**

**WHEREAS**, the Environmental Studies Center at Spring Hammock Preserve (“the Center”), a facility of Seminole County Public Schools, offers the community, including Seminole County students, a wide range of environmental life and life sciences educational experiences, promotes awareness of the park, and provides recreational spaces for summer camps for the enjoyment of County residents; and

**WHEREAS**, SCHOOL BOARD and COUNTY have historically recognized the importance of a collaborative partnership to enhance the opportunities available to the residents of Seminole County; and

**WHEREAS**, SCHOOL BOARD and COUNTY are dedicated to enhancing opportunities available to the residents of Seminole County by jointly utilizing the Environmental Studies Center at Spring Hammock Preserve and developing a mutually agreed-upon schedule to ensure the optimal use of the Center for various educational and recreational programs.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, SCHOOL BOARD and COUNTY agree as follows:

**Section 1. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues to June 20, 2037, unless earlier terminated pursuant to Section 5, below.

**Section 2. Services Provided by SCHOOL BOARD.** SCHOOL BOARD agrees to:

(a) Assume full responsibility for the operation and maintenance of the Center during the periods when it is not under the control of COUNTY; and

(b) Ensure the proper care and feeding of all animals maintained by SCHOOL BOARD at the Center; and

(c) Provide COUNTY with access to computer facilities, allowing COUNTY personnel to use SCHOOL BOARD's computers and internet services as needed for their activities in accordance with SCHOOL BOARD'S policies for technology use; and

(d) Provide COUNTY with necessary keys and alarm codes to access the Center for COUNTY Programs; and

(e) Provide the continuous connection of utility services, including water and electricity, and ensure these services are available during COUNTY's use of the Center. COUNTY is responsible for payment of utility charges during its period of use as set forth below in Section 3; and

(f) Permit COUNTY to distribute information related to its camps and programs through the elementary, middle, and high schools using brochures and flyers in a manner consistent with the SCHOOL BOARD's advertising standards and requirements regarding access to informational brochures and flyers. SCHOOL BOARD may review the content of brochures and flyers prior to distribution and reject content incompatible with the SCHOOL BOARD's Advertising Standards and requirements that include, but may not be limited to, the restrictions/prohibitions set forth in Exhibit A, attached hereto; and

(g) Coordinate with COUNTY to establish a mutually agreed-upon schedule for the use of the Center, ensuring optimal availability for both educational and recreational programs. This includes access during summer months for camps, as well as evenings, weekends, and other school breaks, when the Center is not being used by SCHOOL BOARD. For purposes of this Agreement, “Weekend” shall be defined as running from the close of the Center for SCHOOL BOARD activities on Friday to the start of SCHOOL BOARD activities on the following Monday. A sample schedule is attached to this Agreement as Exhibit B.

**Section 3. Responsibilities of COUNTY.** As part of this partnership with SCHOOL BOARD, the COUNTY commits to:

(a) Operate a recreational summer camp for children for a period of eight (8) weeks during the summer months of 2025 and each subsequent year during the life of this Agreement. Camps must not have more than sixty (60) participants. The camp may not open earlier than the close of the scheduled school year and shall end no later than five (5) workdays prior to the start of the scheduled school year according to the Seminole County Public School Calendar; and

(b) Coordinate with SCHOOL BOARD to establish a mutually agreed-upon schedule for the use of the Center in accordance with the terms of this Agreement and the yearly school calendar of the Seminole County Public Schools system; and

(c) Supply custodial services when utilizing the Center and keep the Center in a clean and sanitary condition, including providing necessary supplies such as toilet paper, paper towels, copy paper, printer or copy machine toner, and other similar supplies at COUNTY’s sole expense during COUNTY’s use; and

(d) Provide SCHOOL BOARD with the names of COUNTY personnel or contract personnel that will staff COUNTY’s camps and programs, a schedule of COUNTY’s camps or programs, and a designated contact person for these programs; and

(e) Repair any damage to floors in the Osprey Room during its use of the Center; and

(f) Repair any loss, damage, or vandalism to the Center resulting from its use of the Center and any SCHOOL BOARD equipment used by COUNTY, with the exception of normal wear and tear. The SCHOOL BOARD may elect to make these repairs or repair the damage itself and COUNTY agrees to compensate SCHOOL BOARD for the reasonable costs of such repairs.

(g) When the Center is in use by COUNTY, excluding areas retained for exclusive use by SCHOOL BOARD, COUNTY shall be responsible for the overall management and security of the Center. COUNTY management and security shall include but is not limited to (1) provision of an on-site manager with sufficient support personnel during and throughout COUNTY's use of the Center; (2) managing ingress and egress of visitors and attendees at the Center; and (3) securing the Center and appurtenant facilities such as the parking lot when not in use.

(h) COUNTY will pay SCHOOL BOARD utility and Personnel Services Fees as a Category III user in accordance with SCHOOL BOARD policy po7510, and shall comply with all requirements of booking the Center using SCHOOL BOARD's Facilitron scheduling system, including maintaining and providing adequate evidence of insurance. All terms and conditions of use as set forth in the SCHOOL BOARD's Facilitron scheduling system are incorporated herein by reference, and in the event of a conflict, this Agreement will take precedence.

**Section 4. Joint Use and Scheduling of the Center.** SCHOOL BOARD and COUNTY agree to:

(a) Collaboratively develop and maintain a mutually agreed-upon schedule that ensures the optimal use of the Center for all educational and recreational programs. All use of the Center shall be scheduled by COUNTY through SCHOOL BOARD's Facilitron scheduling system. In the event of a conflict between COUNTY's proposed use of the Center and any SCHOOL BOARD event at the Center, the SCHOOL BOARD shall have first priority; and

(b) Regularly review and adjust the schedule as needed to accommodate the evolving needs of both parties, ensuring minimal disruption to each party's planned activities; and

(c) Communicate openly and in a timely manner regarding any changes or conflicts in scheduling to facilitate smooth and efficient use of the Center; and

(d) Designate representatives from both the SCHOOL BOARD and the COUNTY to manage scheduling and resolve any disputes that may arise concerning the use of the Center; and

(e) Ensure that all activities conducted at the Center are aligned with its intended purposes and do not interfere with the maintenance and care of the facilities and animals; and

(f) Permit COUNTY to use the Center for overnight activities, such as lock-ins; and

(g) Provide SCHOOL BOARD the exclusive right of using the title "Mud Walk" for its activity; and

(h) Permit COUNTY full use of the Center facility during scheduled time periods, with the exception that certain closets will be locked and reserved exclusively for SCHOOL BOARD's use.

(i) COUNTY agrees to and does hereby release, acquit, forever discharge, and covenant not to sue SCHOOL BOARD, its directors, officers, employees, trustees, and agents (collectively, "Releasees") from any and all liability to COUNTY and its employee, offices, directors, personal representatives, heirs, and next of kin for any loss, theft, damage (including from mold or mildew), destruction, claim, demands, costs, and expenses (including reasonable attorney's fees) in connection with COUNTY's storage of any COUNTY belongings or equipment at the Center. COUNTY understands and hereby acknowledges that if any COUNTY belongings or equipment are damaged, lost, stolen, or destroyed for any reason or by any cause, including but not limited to acts of God, nature, weather, fire, theft, or otherwise, COUNTY's only recourse will be any insurance that COUNTY has secured. COUNTY hereby waives subrogation rights against

SCHOOL BOARD in connection with any insurance claim arising from storage of COUNTY belongings or Equipment at the Center.

(j) COUNTY may not install permanent fixtures or make any permanent improvements or alterations to the Center without the express written consent of SCHOOL BOARD, which may be withheld at SCHOOL BOARD's discretion.

(j) The PARTIES understand and agree that COUNTY's use of the Center is a non-exclusive license to use the Center, and that nothing in this Agreement should be construed to create a lessor/lessee relationship or entitle COUNTY to any rights as a lessee under Florida law.

#### **Section 5. Termination.**

(a) Either party, may terminate this Agreement without cause or penalty upon sixty (60) days' prior written notice to the other. Upon receipt of such notice, both parties shall immediately discontinue all services affected, unless the notice directs otherwise.

(b) If either party commits a material breach of this Agreement and fails to remedy that breach within sixty (60) days after receipt of written notice from the other party, the party giving notice may terminate this Agreement by written notice to the other party, effective upon receipt. Material breach includes but is not limited to failure to provide any resources such as payment of any amounts due under this Agreement.

(c) Expiration or termination of this Agreement by either party without cause under this section does not affect the rights and obligations of the PARTIES that accrued prior to the effective date of termination.

(d) Following expiration or termination of this Agreement, COUNTY shall remove any belongings or equipment, excepting permanent fixtures and improvements, from the Center within a reasonable time, but not to exceed sixty (60) days, from the date of expiration or termination.

(e) All permanent fixtures and improvements installed by COUNTY with the permission of SCHOOL BOARD shall become the property of SCHOOL BOARD and COUNTY shall not be entitled to reimbursement or compensation.

**Section 6. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the PARTIES designate the following as the respective places for giving of notice:

**For COUNTY:**

Jaquelin Massaline  
100 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

**For SCHOOL BOARD:**

Serita Beamon, Superintendent  
400 East Lake Mary Boulevard,  
Sanford, Florida 32773

**Section 7. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 8. Liability.** The PARTIES, as state agencies, agree to be fully responsible for acts of negligence by its own officers, employees or agents, when acting within the scope of their employment or agency, and agree to be liable for any damages resulting from said negligence, as provided in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein

shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties.

**Section 9. Insurance.** SCHOOL BOARD, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants and agents while acting within the scope of employment by SCHOOL BOARD and will provide its Certificate of Insurance upon request. COUNTY will comply with the insurance requirements necessary to schedule the Center through SCHOOL BOARD's Facilitron scheduling system.

**Section 10. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement 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 of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 11. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 12. Public Records Law.**

(a) SCHOOL BOARD and COUNTY acknowledge their respective obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to maintain and release public records to members of the public upon request. Each party acknowledges that the other party is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119,



Florida Statutes, in the handling of the materials created under this Agreement and this statute supersedes the terms of this Agreement. Upon one party's request, the other party shall provide all requested public records in its possession, or shall allow the requesting party to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) SCHOOL BOARD and COUNTY specifically acknowledge their obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) The PARTIES shall keep and maintain public records that ordinarily and necessarily would be required in order to perform the services required under this Agreement,

(2) SCHOOL BOARD and COUNTY shall provide the other party with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) SCHOOL BOARD and COUNTY shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, SCHOOL BOARD and COUNTY shall each keep and maintain public records generated under this Agreement as required by law. SCHOOL BOARD and COUNTY shall each meet all applicable requirements for retaining public records

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching Party. The PARTIES may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, SCHOOL BOARD MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JACQUELIN MASSALINE, AT 407-665-7116, JMASSALINE@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

(f) IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CAROLYN BEDSOLE, MANAGER, INFORMATION SERVICES PROJECT MANAGEMENT AT 407-320-0466, CAROLYN\_BEDSOLE@SCPS.K12.FL.US, THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BOULEVARD, SANFORD, FLORIDA 32773

**Section 13. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 14. Compliance with Laws and Regulations.** The PARTIES shall abide by all applicable statutes, ordinances, rules, and regulations pertaining to or regulating the terms of this Agreement, including those now in effect and subsequently adopted. Any confirmed violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle either party to terminate this Agreement immediately upon delivery of written notice of termination to the other party.

**Section 15. Dispute Resolution.** The PARTIES shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. This also includes, exhausting all dispute resolution procedures found in COUNTY's administrative code. For any dispute related to this Agreement that the PARTIES cannot resolve by mutual agreement, the PARTIES must submit to formal mediation in Seminole County, Florida, or other mutually agreed upon dispute resolution options. Should the dispute resolution option(s) fail, either party may pursue any available legal remedy.

**Section 16. Rights At Law Retained.** The rights and remedies of either party provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

**Section 17. Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the PARTIES shall negotiate in good faith to modify the Agreement to preserve, to the extent possible, their original intent.

**Section 18. Counterparts and Execution.** The PARTIES may execute this Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument. Delivery of a signed Agreement by reliable electronic means, including email, shall

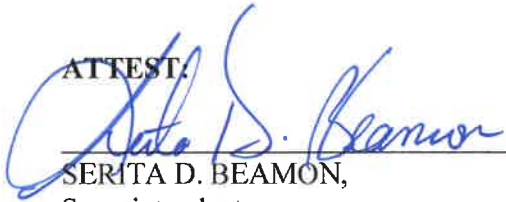
be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the Parties to this Agreement.

**Section 19. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**IN WITNESS WHEREOF,** the PARTIES, through their duly authorized representatives, have made and executed this Agreement for the purposes stated above.

THE SCHOOL BOARD  
OF SEMINOLE COUNTY, FLORIDA

ATTEST:

  
SERITA D. BEAMON,  
Superintendent

  
KRISTINE KRAUS, Chair

  
DATE

Approved as to form and  
legal sufficiency.

  
School Board Attorney

*[Balance of page left intentionally blank; COUNTY's signature page begins on next page]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2025, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

3/10/24 3/28/24 12/26/24  
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Attachments:

- Attachment A – Advertising Standards
- Attachment B – Sample Schedule Calendar



## **Exhibit A**

The School Board of Seminole County, Florida ("School Board") or its designee, reserves the right to accept or reject any advertisement (brochure or flyer) copy. Proposed advertisement copy, layout and design must be submitted to the School Board before display. Failure to follow this provision shall not be deemed to waive the rights of the School Board to later enforce the advertising language in the associated Agreement or School Board policies.

### **Advertising Restrictions / Prohibitions:**

(a) The School Board does not permit advertisements to be constructed or displayed if the contributor's name or other information as used in the advertisement is:

- 1) Libelous;
- 2) Vulgar;
- 3) Obscene;
- 4) Racially offensive;
- 5) Factually inaccurate;
- 6) Inappropriate for minors;
- 7) Inappropriate for the age of the students served by the School Board; and/or
- 8) Incompatible with the community at large.

(b) The School Board does not permit advertisements to be constructed or displayed if the contributor's name is used in the advertisement describes, suggests, promotes or is commonly identified with any product, service, activity or advocacy of a political or partisan issue or statement, which is incompatible with the School Board's educational philosophy or the community at large, including but not limited to the following products:

- 1) Gambling or gambling aids;
- 2) Tobacco products;
- 3) Alcohol, beer, wine or liquor products;
- 4) Birth control products;
- 5) Drug paraphernalia;
- 6) Pornography;
- 7) Illegal acts or acts illegal for minors;
- 8) Explicit sexual content or sexual overtones;
- 9) Any product illegal for minors or the age of the student served by the School Board;
- 10) Political Advertisement; and/or
- 11) Religion or of a religious nature.





## Sample Natural Lands/Environmental Studies Center Schedule

### Spring

1 or 2 weekend classes using the Osprey Room/nature center (~40 participants)

1 week of camp: Spring Break (~40 participants)

### Summer

8 weeks of camp: Summer Break (~320 participants)

### Fall/Winter

1 or 2 weekend classes (2-3 hours) using the Osprey Room/nature center (~40 participants)

Total: ~440 participants per year

Classes: Classes would require the use of the Osprey Room, foyer, restrooms and possibly the nature center for programming. Natural Lands staff, contractors and/or volunteer would require building keys and alarm codes to access the building. Also, classes require the use of A/V equipment to run the digital presentation. Classes are 2-3 hours long and sometimes include a hike. They usually are scheduled on Saturdays. Most classes are for participants ages 7 and up and are \$8 per person. Maximum participation would not exceed 40 people. Minimum staffing includes 1 instructor and 1 volunteer/assistant.

Examples: Snakes of Florida class, Crazy Cool Craniums, Bug Bash)

Eco Camp: Eco Camp is an environmental education day camp with regular hours from 9:00 am to 4:00 pm. Extended Care is available from 7:30 am to 5:30 pm. Each session runs for one week, Monday through Friday (excluding holidays). Campers will spend parts of the day indoors in the Environmental Studies Center and outdoors exploring the property of Spring Hammock Preserve. Camp activities focus on nature-minded themes. These can include hiking, dip netting, arts & crafts, animal and plant education programs, projects and experiments and plenty of games. There are two camps for different age ranges. Eco Camp is for children ages 7-12. Biology Bootcamp is for teens 13-15 years old. Most sessions are for ages 7-12.

Maximum participation would not exceed 40 campers each session. Staffing includes at most 4 instructors, 1 coordinator, and may also occasionally include a high school volunteer and/or guest presenters. Natural Lands staff, contractors and/or volunteers would require building keys and alarm codes to access the building. Also, many lessons and guest presenters would require the use of A/V equipment to run digital presentations.

