

**INTERLOCAL AGREEMENT AMONG  
THE SCHOOL BOARD OF HERNANDO COUNTY,  
HERNANDO COUNTY, AND THE CITY OF BROOKSVILLE  
FOR THE MUTUAL USE OF FACILITIES**

THIS INTERLOCAL AGREEMENT is made and entered into on the 28<sup>th</sup> day of May 2024, by and among the School Board of Hernando County, whose address is 919 N. Broad Street, Brooksville, FL 34601 (the "District"), Hernando County, a political subdivision of the State of Florida, through its elected Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (the "County"), and the City of Brooksville, a Florida municipal corporation, whose address is 201 Howell Avenue, Brooksville, FL 34601, (the "City") (collectively the District, the County and the City are referred to herein as "Parties") for the mutual use of each other's facilities as provided for herein, and the parties state:

**RECITALS:**

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Fla. Stat. § 163.01, permits local governmental units to make the most efficient use of their respective powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic,

economic, population, and other factors influencing the needs and development of local communities; and,

**WHEREAS**, the Parties each own and operate various facilities in Hernando County, such as gymnasiums, playgrounds, cafeterias, auditoriums, athletic fields, and recreational areas for the benefit of the general public; and,

**WHEREAS**, the Parties each recognize the need, on occasion, for the Parties to utilize the facilities of the another of the Parties and thereby prevent unwarranted duplication of certain type of facilities.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements hereinafter set forth and contained, the Parties agree as follows:

**1. Incorporation of Recitals**

The Parties incorporate the foregoing as if fully set forth herein.

**2. Definitions**

In this Agreement, the following terms are defined as follows:

"Business Day" means a day other than Saturday, Sunday, or a statutory holiday in Florida;

"City Manager" means the City Manager employed by the City.

"City Facilities" means those facilities owned and operated by the City and which the City makes available to the County and/or the District under this Agreement.

"City Equipment" means the equipment the City typically makes available for use in City Facilities.

"City Persons" means all persons involved in City Programs using District or County Facilities (including, without limitation, participants in said programs, instructors, and supervisors); any family members or friends of persons involved in City Programs using District or County Facilities who attend said District or County Facilities in connection with such City Programs; and, all other persons for whom the City is otherwise at law responsible.

"City Program" means a program operated by the City.

"County Administrator" means the County Administrator employed by the Hernando County District of County Commissioners.

"County Facilities" means those facilities owned and operated by the County and which the County makes available to the District and/or the City under this Agreement.

"County Equipment" means the equipment the County typically makes available for use in County Facilities.

"County Persons" means all persons involved in County Programs using District and/or City Facilities (including, without limitation, participants in said programs, instructors and supervisors); any family members or friends of persons

involved in County Programs using District and/or City Facilities who attend said District and/or City Facilities in connection with such County Programs; and, all other persons for whom the County is otherwise at law responsible.

"County Program" means a program operated by the County.

"District Equipment" means the recreation equipment the District typically makes available when allowing community use of its facilities.

"District Facilities" means those facilities owned by the District, located within the geographic limits of the Hernando County and which the District makes available to the County and/or the City under this Agreement.

"District Persons" means all persons involved in District Programs using County and/or City Facilities (including, without limitation, students of the District, as well as teachers and advisors); any family members or friends of persons involved in District Programs using County and/or City Facilities who attend said County and/or City Facilities in connection with such District Programs; and, all other persons for whom the District is otherwise at law responsible.

"District Program" means a program organized and operated by the District.

"Facilities" means any place, structure, area, classroom, gymnasium, playground, park, cafeteria, auditorium, athletic field, or recreational area, whether or not it is used primarily for other purposes.

"Initial Term" has the meaning given to it in section 3.

"Owner-Party" means the party that owns or operates a facility that is subject to another Party's use pursuant to this Agreement.

"Program" shall mean either:

(a) An instructional, informational, social, or community program which is initiated, organized, managed, scheduled, and supervised by a Party to this Agreement; or,

(b) A comparable community-run program that is sponsored and overseen by a party to this Agreement.

"Renewal Term" has the meaning given to it in section 3.

"Superintendent" means the Hernando County Schools Superintendent employed by the School Board of Hernando County.

"Term" means either the Initial Term or a Renewal Term, as the context requires.

"Using-Party" means the Party that intends to utilize a facility that is owned by another Party pursuant to this Agreement.

**3. Exclusion of Recreational or Athletic User from Scope of Agreement**

The mutual use of facilities and equipment contemplated by this Agreement shall not include recreational or athletic uses.

**4. Term of Agreement: Renewal**

This Agreement shall commence upon the date executed by the last Party hereto (the "Effective Date") and expire on July 31, 2026 (the "Initial Term"). The Parties may renew this Agreement for one or more successive twelve-month periods, commencing on August 1 and ending on July 31 in the immediately following calendar year (a "Renewal Term"), and with the first Renewal Term (should the parties wish to renew this Agreement), commencing on August 1, 2026, and ending on July 31, 2027. This Agreement shall renew automatically unless notification of non-renewal is provided by any Party not less than 30 days prior to the expiration of the Initial Term or to the then-current Renewal Term. At the time of renewal, all other terms and conditions of this Agreement shall remain the same.

**5. Scheduling**

Each Party will make its facilities and equipment available for use by the other Party on a first priority basis after the scheduling requirements for its own programs have been met.

The Superintendent, the County Administrator, and the City Manager, or their respective designees, shall meet during August of each year to establish a master schedule for the joint use of the Parties' facilities and equipment for the following school year. The Parties shall jointly maintain the resulting schedule.

The County or City shall submit a written request to use a District Facility, and obtain the District's advance, written permission for such use, pursuant to the procedures established in Hernando County School District Policy Manual § 7510, a copy of which is attached hereto as Exhibit "A," as it may be amended from time-to-time. The County or City shall submit a written request to use District Equipment, and obtain the District's advance, written permission for such use, pursuant to the procedures established in Hernando County School District Policy Manual § 7530, a copy of which is attached hereto as Exhibit "B," as it may be amended from time-to-time.

The District or City shall submit a written request to use a County Facility or County Equipment, and obtain the County's advance, written permission for such use, pursuant to the procedures established in Hernando County District of County Commissioners Policy #05-03, a copy of which is attached hereto as Exhibit "C," as it may be amended from time-to-time.

The County or District shall submit a written request to use a City Facility or City Equipment, and obtain the City's advance, written permission for such use, pursuant to any procedures in place at the time, which may be amended from time-to-time.

The Parties acknowledge, understand and agree that in the event that (i) a facility is the subject of or affected by any labor dispute or disturbance; (ii) a Party needs to effect repairs and/or upgrades to one of its facilities; (iii) a Party is unable to provide a custodian or suitable staff person for the particular facility where it would typically require a custodian or suitable staff person to be present at such facility; (iv) a facility is closed as a result of weather conditions, epidemics or other acts of God; (v) there has been a power outage or other utility failure affecting a facility; or (vi) a specific or general emergency has occurred, the owner (the "Affected Party") of such facility may not be able to make that facility available to the other Party and may have to cancel already scheduled programs. In such circumstances, the Affected Party shall have no liability or other obligation to the other Party as a result of such circumstances. Each Party shall monitor the others' websites, on a regular basis, for purposes of determining whether any facilities might not be accessible as a result of the circumstances contemplated above; however, the Affected Party shall use reasonable efforts to advise the other Party at the earliest reasonable opportunity of the occurrence or circumstances in question. In addition, and if feasible, the Affected Party shall use reasonable efforts to make available one (or more, as the case maybe), of its reasonably similar facilities for such time(s) and date(s) as are reasonable in the circumstances. To the extent the Party denied



access is not provided with an alternative facility or arrangement, it shall be treated as not having booked or used the effected facilities. The Parties recognize that prolonged issues might give rise to the need to reconsider certain issues on a renewal of this Agreement.

Whenever any action, consent, approval, or agreement is required of any Party within the terms of this Agreement, the County Administrator, or his or her designee, may act on behalf of the County, the Superintendent, or his or her designee, may act on behalf of the District, and the City Manager, or his or her designee may action on behalf of the City.

Disagreements or conflicts regarding facility usage shall be negotiated in a professional, timely, and fair manner by the Superintendent, the County Administrator, and/or the City Manager, or their respective designees, as applicable.

To the extent possible, each Party shall insure that appropriate means of access will be provided as applicable to ensure access for special needs such as, but not limited to, persons with disabilities, vehicular access for special maintenance, and restrooms as funds, guidelines, and policies permit.

**6. Costs**

Except as provided herein, each Party agrees to permit the other to use its facilities and equipment without charge.

Each Party agrees to provide utilities to its respective facilities at its own expense, including air conditioning, and where possible, lighting for both interior and exterior areas, as well as all competition areas, and water for all needs such as restroom use, grounds, and public consumption.

When additional staff is required or if a request for use falls outside of a facility's regular hours of operation, the Owner-Party may assess the Using-Party for the actual cost of providing the additional staffing. Each Party, however, agrees to adjust its employee's schedules, to the extent possible, to avoid or reduce such additional staffing costs. Notwithstanding the foregoing, each Party agrees not to charge the other staff time for employees who, as part of their regular duties, happen to be present at a facility while it is being used by the other Party.

## **7. Mutual Obligations of the Parties**

In connection with each Party's use of the other's facilities as contemplated by this Agreement, it is agreed by the Parties as follows:

(a) Each Using-Party shall use reasonable efforts to ensure that the Owner-Party's Facilities are vacated before the time they are scheduled for use in connection with the Owner-Party's Programs.

(b) Each Owner-Party shall ensure that the Owner-Party's Equipment is in good condition and equivalent to the quality of equipment that is provided by it for other community use programs.

(c) Each Party shall maintain its facilities to that Party's current operational standards.

(d) The District shall be responsible for the care and supervision of all District Persons.

(e) The County shall be responsible for the care and supervision of all County Persons.

(f) The City shall be responsible for the care and supervision of all City Persons.

(g) If an Owner-Party's Facility or its contents, appurtenances or equipment are damaged by an act, omission, or negligence by any Using-Party Person (other than "wear and tear"), the Using-Party shall pay to the Owner-Party such reasonable amount as may be required to restore, with materials of like kind and quality, damaged property to its pre-damage condition.

(h) Each Party shall promulgate a set of written guidelines governing the use of its facilities. At the discretion of a Party, the guidelines may either be

specific to a particular facility or applicable to all of the Parties' facilities generally. Each Party shall be held strictly accountable for enforcing the guidelines during the course of the Using-Party's Program to ensure the safety and well-being of all participants therein. A Party's failure to comply with this provision may result in the denial of future requests to use the applicable facility.

**8. Specific Obligations and Requirements Regarding District Facilities**

In connection with the County's and/or City's use of the District Facilities, it is agreed as follows:

(a) The Using-Party shall ensure that: (i) its programs do not infringe upon the time scheduled by any other group or program in any District Facility; and, (ii) it vacates the District Facility at the end of the time scheduled for the respective Using-Party Program. The Using-Party acknowledges and understands that the time scheduled for use of any District Facility is to include the time necessary to assemble, disassemble and put away anything used for the respective Using-Party's Program.

(b) The Using-Party shall ensure that the maximum number of persons using a District Facility for purposes of a Using-Party's Program shall not exceed the approved capacity of that District Facility.

(c) The Using-Party shall ensure that, for each Using-Party Program within or on a District Facility, it shall have one or more designated individuals on site who shall have the following responsibilities: (i) arrive at the District Facility in advance of the start time scheduled for the Using-Party Program; (ii) inform the participants of emergency evacuation procedures and exit locations, as applicable; (iii) ensure the safety of Using-Party Persons attending the Using-Party Program; (iv) liaise with the District staff on site; (v) ensure that no Using-Party Persons obstruct any corridors, stairwells or exits in a District Facility; (vi) ensure that a Using-Party Persons leave the District Facilities no later than the end of the time period scheduled with the District for the respective Using-Party Program; (vii) ensure that the District Facility in question is left in an "as found" condition; (viii) not leave the District Facility until all other Using-Party Persons have left; and (ix) immediately report any readily apparent unsafe conditions to the District's custodian on site.

(d) The Using-Party shall be responsible for ensuring that law and order is preserved in connection with all Using-Party Programs insofar as Using-Party Persons are concerned. The Using-Party shall be responsible for ensuring that all Using-Party Programs conducted in. or on any District Facility are conducted in accordance with all applicable laws, regulations, guidelines, orders,

and rules.

(e) The Using-Party shall ensure that no Using-Party Person smokes anywhere on any District property while attending a Using-Party Program.

(f) The Using-Party shall ensure that no Using-Party Person consumes or has open alcohol anywhere on any District property while attending a Using-Party Program.

(g) The Using-Party shall ensure that no District Facility is changed or altered by any Using-Party Person (other than the lining of fields using typical materials and protocols, which is permitted). Without limiting the foregoing, the Using-Party shall be responsible for ensuring that no powder, tape, wax, or any other preparation is applied to the floors, walls, ceilings, or grounds comprising part of a District Facility, except as may be specifically permitted by the District. The Using-Party shall be responsible for ensuring that all Using-Party Persons who are using a District gymnasium wear clean, non-marking footwear.

(h) Except where expressly permitted by the District's written guidelines for facility use, no food or beverages (other than water in a sealable container) are permitted in any District Facilities.

(i) The sale of goods, food or beverages by Using-Party Persons on District property is prohibited.

(j) The District has the right reserved to it to maintain and control its facilities in the manner it determines, despite any arrangements contemplated under this Agreement for purposes related to health, safety, and general good stewardship. In this regard, the Using-Party shall ensure that the reasonable instructions of any custodian at a District Facility to a Using-Party Person are carried out.

(k) To the extent that a District Facility is not otherwise normally open for access to the public at the time scheduled for a Using-Party Program, doors must not be propped open.

(l) The Using-Party acknowledges that certain components of the District Facilities contain or may be located within buildings that contain asbestos and/or asbestos containing materials and the Using-Party accepts its use of said facilities subject to this caveat.

(m) The Using-Party shall ensure that Using-Party Persons attending District Facilities for purposes of Using-Party Programs park only in designated parking areas.

(n) The Using-Party shall ensure that no Using-Party Person uses

any open flame, pyrotechnics, or fog machines on or in any District Facility.

(o) No Using-Party Person shall provide goods or services with respect to the playing of, or otherwise conduct, a lottery, scheme, draw or game of chance on or in any District Facility.

(p) The Using-Party shall ensure that all refuse produced by Using-Party Persons within District Facilities are placed in the appropriate designated receptacles.

(q) The Using-Party acknowledges that the District shall not be liable for any damage to or loss of any property belonging to the Using-Party or Using-Party Persons in connection with the use of any District Facility.

(r) No spitting is permitted within any indoor District Facility.

(s) The Using-Party shall ensure that there is no posting or displaying of offensive material by a Using-Party Person at any District Facility.

(t) The Using-Party agrees that, in the event the District reasonably requests it for purposes of the District's complying with applicable laws and regulations, the Using-Party shall provide the District with criminal background checks for any person involved in the supervision of any Using-Party Program at a District Facility.



**9. Specific Obligations and Requirements Regarding County Facilities**

In connection with the Using-Party's use of the County Facilities, it is agreed as follows:

(a) The Using-Party shall ensure that: (i) its programs do not infringe upon the time scheduled by any other group or program for the County Facility; and (ii) it vacates the County Facility at the end of the time scheduled for the respective District Program. The Using-Party acknowledges that the time scheduled for use of any County Facility includes the time necessary to assemble, disassemble and put away anything used for the Using-Party Program.

(b) The Using-Party shall ensure that the maximum number of persons using a County Facility for purposes of a Using-Party Program shall not exceed the approved capacity of that County Facility. The Using-Party shall ensure that, for each Using-Party Program within or on a County Facility, it shall have one or more designated individuals on site and who shall have the following responsibilities: (i) arrive at the County Facility in advance of the start time scheduled for the Using-Party Program; (ii) inform the participants of emergency evacuation procedures and exit locations, as applicable; (iii) ensure the safety of Using-Party Persons attending the Using-Party Program; (iv) liaise with the County staff on site; (v) ensure that no Using-Party Persons obstruct any corridors, stairwells

or exits in a County Facility; (vi) ensure all Using-Party Persons leave the County Facilities no later than the end of the time period scheduled with the County for the respective Using-Party Program; (vii) ensure that the County Facility in question is left in an "as found" condition; (viii) not leave the County Facility until all other Using-Party Persons have left; and (ix) immediately report any readily apparent unsafe conditions to the County staff on site.

(c) The Using-Party shall be responsible for ensuring that law and order is preserved in connection with all Using-Party Programs insofar as Using-Party Persons are concerned. The Using-Party shall be responsible for ensuring that all Using-Party Programs conducted in or on any County Facility are conducted in accordance with all applicable laws, regulations, orders, rules, written guidelines, ordinances, and policies.

(d) The Using-Party shall ensure that Using-Party Person attending a Using-Party Program smokes anywhere on any County property that is designated as being a non-smoking area.

(e) The Using-Party shall ensure that no Using-Party Person consumes or has open alcohol anywhere on any County property while attending a Using-Party Program.

(f) The Using-Party shall ensure that no County Facility is changed

or altered by any Using-Party Person. Without limiting the foregoing, the Using-Party shall be responsible for ensuring that no powder, tape, wax, or any other preparation is applied to the floors, walls, ceilings, or grounds comprising part of a County Facility, except as may be specifically permitted by the County.

(g) Except where expressly permitted by the County's written guidelines for facility use, no food or beverages (other than water in a sealable container) are permitted in any County Facility.

(h) The sale of goods, food or beverages by Using-Party Persons on County property is prohibited.

(i) The County has the right reserved to it to maintain and control its facilities in the manner it determines in its sole discretion, despite any arrangements contemplated under this Agreement for purposes related to health, safety, and general good stewardship. In this regard, the Using-Party shall ensure that the reasonable instructions of any custodian at a County Facility to a Using-Party Person are carried out.

(j) To the extent that a County Facility is not otherwise normally open for access to the public at the time scheduled for a Using-Party Program, doors must not be propped open.

(k) The Using Party acknowledges that certain components of the

County Facilities contain or may be located within buildings that contain asbestos and/or asbestos containing materials and the Using-Party accepts its use of said facilities subject to this caveat.

(l) The Using-Party shall ensure that Using-Party Persons attending County Facilities for purposes of Using-Party Programs, park only in designated parking areas.

(m) The Using-Party shall ensure that no Using-Party Person uses any open flame, pyrotechnics, or fog machines on or in any County Facility.

(n) No Using-Party Person shall provide goods or services with respect to the playing of, or otherwise conduct, a lottery, scheme, draw or game of chance on or in any County Facility.

(o) The Using-Party shall ensure that all refuse produced by Using-Party Persons within County Facilities are placed in the appropriate designated receptacles.

(p) The Using-Party acknowledges that the County shall not be liable for any damage to or loss of any property belonging to the Using-Party or Using-Party Persons in connection with the use of any County Facility.

(q) No spitting is permitted within any indoor County Facility.

(r) The Using-Party shall ensure that there is no posting or

displaying of offensive material by a Using-Party Person at a County Facility.

**10. Specific Obligations and Requirements Regarding City Facilities**

In connection with the Using-Party's use of the City Facilities, it is agreed as follows:

(a) The Using-Party shall ensure that: (i) its programs do not infringe upon the time scheduled by any other group or program for the City Facility; and (ii) it vacates the City Facility at the end of the time scheduled for the Using-Party Program. The Using-Party acknowledges that the time scheduled for use of any City Facility includes the time necessary to assemble, disassemble and put away anything used for the Using-Party Program.

(b) The Using-Party shall ensure that the maximum number of persons using a City Facility for purposes of a Using-Party Program shall not exceed the approved capacity of that City Facility. The Using-Party shall ensure that, for each Using-Party Program within or on a City Facility, it shall have one or more designated individuals on site and who shall have the following responsibilities:

(i) arrive at the City Facility in advance of the start time scheduled for the Using-Party Program; (ii) inform the participants of emergency evacuation procedures and exit locations, as applicable; (iii) ensure the safety of Using-Party Persons attending the Using-Party Program; (iv) liaise with the City staff on site; (v) ensure

that no Using-Party Persons obstruct any corridors, stairwells or exits in a City Facility; (vi) ensure all Using-Party Persons leave the City Facilities no later than the end of the time period scheduled with the City for the respective Using-Party Program; (vii) ensure that the City Facility in question is left in an "as found" condition; (viii) not leave the City Facility until all other Using-Party Persons have left; and (ix) immediately report any readily apparent unsafe conditions to the City staff on site.

(c) The Using-Party shall be responsible for ensuring that law and order is preserved in connection with all Using-Party Programs insofar as Using-Party Persons are concerned. The Using-Party shall be responsible for ensuring that all Using-Party Programs conducted in or on any City Facility are conducted in accordance with all applicable laws, regulations, orders, rules, written guidelines, ordinances, and policies.

(d) The Using-Party shall ensure that Using-Party Person attending a Using-Party Program smokes anywhere on any City property that is designated as being a non-smoking area.

(e) The Using-Party shall ensure that no Using-Party Person consumes or has open alcohol anywhere on any City property while attending a Using-Party Program.

(f) The Using-Party shall ensure that no City Facility is changed or

altered by any Using-Party Person. Without limiting the foregoing, the Using-Party shall be responsible for ensuring that no powder, tape, wax, or any other preparation is applied to the floors, walls, ceilings, or grounds comprising part of a City Facility, except as may be specifically permitted by the City.

(g) Except where expressly permitted by the City's written guidelines for facility use, no food or beverages (other than water in a sealable container) are permitted in any City Facility.

(h) The sale of goods, food or beverages by Using-Party Persons on City property is prohibited.

(i) The City has the right reserved to it to maintain and control its facilities in the manner it determines in its sole discretion, despite any arrangements contemplated under this Agreement for purposes related to health, safety, and general good stewardship. In this regard, the Using-Party shall ensure that the reasonable instructions of any custodian at a City Facility to a Using-Party Person are carried out.

(j) To the extent that a City Facility is not otherwise normally open for access to the public at the time scheduled for a Using-Party Program, doors must not be propped open.

(k) The Using Party acknowledges that certain components of the City Facilities contain or may be located within buildings that contain asbestos and/or asbestos containing materials and the Using-Party accepts its use of said

facilities subject to this caveat.

(l) The Using-Party shall ensure that Using-Party Persons attending City Facilities for purposes of Using-Party Programs, park only in designated parking areas.

(m) The Using-Party shall ensure that no Using-Party Person uses any open flame, pyrotechnics, or fog machines on or in any City Facility.

(n) No Using-Party Person shall provide goods or services with respect to the playing of, or otherwise conduct, a lottery, scheme, draw or game of chance on or in any City Facility.

(o) The Using-Party shall ensure that all refuse produced by Using-Party Persons within City Facilities are placed in the appropriate designated receptacles.

(p) The Using-Party acknowledges that the City shall not be liable for any damage to or loss of any property belonging to the Using-Party or Using-Party Persons in connection with the use of any City Facility.

(q) No spitting is permitted within any indoor City Facility.

(r) The Using-Party shall ensure that there is no posting or displaying of offensive material by a Using-Party Person at a City Facility.

## **11. Improvements**

(a) The Using-Party shall obtain prior written consent of the Owner-



Party to make any alterations, additions, or improvements to Owner-Party Facilities. Any permanent improvements made to a facility will become the property of the Owner-Party.

(b) Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon. Costs incurred for capital improvements and major renovations to a facility may be shared, if agreed upon, by the Parties based on a pro-rata share of benefitted usage.

(c) Each Party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other Party at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or the Owner-Party's need to use the Owner-Party's Facilities for public purposes.

## **12. Unforeseen Circumstances**

The Parties acknowledge, understand, and agree that in the event that:

- (a) a facility is the subject of or affected by any labor dispute or disturbance;
- (b) a Party needs to effect repairs and/or upgrades to one of its facilities;
- (c) a Party is unable to provide a custodian or suitable staff person for the particular facility where it would typically require a custodian or suitable staff

person to be present at such facility;

(d) a facility is closed as a result of weather conditions, epidemics, or other acts of God;

(e) there has been a power outage or other utility failure affecting a facility; or,

(f) a specific or general emergency has occurred; the owner (the "Affected Party") of such facility may not be able to make that facility available to any other Party and may have to cancel already scheduled programs. In such circumstances, the Affected Party shall have no liability or other obligations to any other Party (except as specifically contemplated in this Section), as a result of such circumstances. Each Party shall monitor the other's website, on a regular basis, for purposes of determining whether any facilities might not be accessible as a result of the circumstances contemplated above; however, the Affected Party shall use reasonable efforts to advise the other Party at the earliest reasonable opportunity of the occurrence or circumstances in question. In addition, and if feasible, the Affected Party shall use reasonable efforts to make available one (or more, as the case may be), of its reasonably similar facilities for such time(s) and date(s) as are reasonable in the circumstances. To the extent the Party denied access is not provided with an alternative facility or arrangement, it shall be treated as not

having booked or used the effected facilities. The Parties recognize that prolonged issues might give rise to the need to reconsider certain issues on a renewal of this Agreement.

**13. Priority of District Students**

The County and City recognize that the District must be in a position to ensure that the activities of its students always enjoy priority with respect to the use of District Facilities. In this regard, it is understood that occasion may arise where the County or City has booked the usage of a District Facility and such usage will need to be rescheduled due to an unforeseen need for the use of such facility on behalf of the District. In such circumstances, the District shall use reasonable efforts to advise the County or City, as applicable, of same at the earliest reasonable opportunity. In addition, the District shall use reasonable efforts to make available one of its reasonably similar facilities for the time and date that the booked facility is not available.

**14. Mutual Hold Harmless/Indemnification**

To the fullest extent permitted by Florida law, each party shall defend, indemnify, and hold harmless the other party, its governing body and members thereof, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the other party, its agents, contractors, employees, representatives, officers, servants, concessionaires, or volunteers in conjunction with the performance of this Agreement, unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against said party, the other party, upon written notice from the other, shall defend the same at its expense by counsel approved in writing by the Indemnified Party.

**15. Insurance**

(a) The parties shall maintain commercial general liability insurance, covering all of the parties' operations regarding this Agreement, with a combined single limit of not less than Two Million Dollars (\$2,000,000).

(b) Motor Vehicle Liability Insurance. The parties shall maintain

comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used pursuant to this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000).

(c) Workers' Compensation Insurance. Each party shall maintain a workers' compensation plan covering all of its employees as required by Florida law, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the Florida Department of Insurance.

(d) Employer's Liability Coverage. Each party shall maintain employer's liability coverage for each employee who is subject to this Agreement. That policy shall provide employer's liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per occurrence.

(e) Self-Insurance. If either party elects to be self-insured, in lieu of providing proof of insurance, that party shall provide proof of self-insurance satisfactory to the other party and meeting the requirements imposed herein, which can include a consent to self-insure issued by the Florida Department of Insurance. Either Party providing proof of self-insurance warrants that the self-insurance provides substantially the same protection as the insurance required herein. Each party further agrees to notify the other party in the event any change

in self-insurance occurs that would alter the obligations undertaken in this Agreement within thirty (30) days of the change.

(f) Other Requirements. Without limiting the parties' duties of indemnification, the parties each shall comply with the following insurance coverage requirements:

i. Each policy shall be issued by a company authorized by law to transact business in the State of Florida.

ii. Each policy shall provide that the parties shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof.

iii. Comprehensive motor vehicle and commercial general liability policies shall each provide an endorsement naming the other party, and its officers, agents, representatives, and employees as additional insured.

iv. Each party shall provide an endorsement that the insurer waives the right of subrogation against the other party, and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

v. The required coverage and policy limits shall be maintained in effect throughout the Term and may be adjusted by each party

pursuant to legally required or commercially reasonable practice for property with the same or similar uses.

vi.       Certificates of Insurance. Upon execution of this Agreement, the parties shall file certificates of insurance or consents to self-insure with each other, showing that they have in effect the insurance required by this Agreement. The parties shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

**16.   Liability: No Waiver of Sovereign Immunity**

The Parties shall be liable for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, in the performance of this Agreement; provided, however, that the liability of each of the Parties is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third-party for any cause or matter arising out of or related to this Agreement.

**17.   Assignment, Inspection and Termination**

None of the Parties may assign this Agreement or sublet any facilities of any

other Party or any part thereof without the written consent of the affected party. The Parties agree that each Party and its officers, agents, and servants will have the right to enter and inspect their facilities and the operation being conducted thereon at reasonable times. This Agreement will remain in effect unless terminated by either Party as follows:

(a) Upon an alleged breach of this Agreement by a Party, any other Party may give written notice of termination of this Agreement to the alleged breaching party specifying the claimed breach and the action required to cure the breach. If the alleged breaching party fails to cure the alleged breach within five (5) days from receipt of said notice, then this Agreement as it applies to the alleged breaching Party and the Party alleging the breach will terminate ten (10) days from receipt of the written notice.

(b) Any Party may terminate this Agreement as to that Party for convenience (i.e., for any reason) by giving written notice to any other Party that the Agreement will terminate as to those Parties thirty (30) days from the receipt of said notice by the other Party.

**18. Unforeseen Questions**



The Parties agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, the questions will be settled in writing among the Superintendent, the County Administrator, and/or the City Manager, as applicable, or their respective designees, for resolution of such questions concerning this Agreement.

**19. Force Majeure**

The Parties agree that failure or delay of any of the Parties in performing any of the terms of this Agreement shall be excused if and to the extent the failure or delay is caused by any acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule, or regulation beyond the control of the Parties.

**20. Entire Agreement**

This Agreement contains the entire agreement of the Parties regarding the subject matter thereof. No oral statements, representations or prior written matter relating to the subject matter herein, but not specifically incorporated herein, shall have any force or effect.

**21. Modification**

No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by the Parties.

**22. Binding Effect**

This Agreement shall be binding upon the respective successors and assigns of the Parties hereto.

**23. Waiver of Jury Trial**

Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding, or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each Party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

**24. No Third-Party Beneficiaries**

The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns,

and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

**25. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

**26. Authority**

Each of the Parties is authorized to execute this Agreement in accordance with Florida law including, but not limited to, Fla. Stat. Chs. 125, 163, and 166.

**27. Governing Law: Disputes**

This Agreement shall be interpreted and construed in accordance with Florida law. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each Party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal, or administrative proceeding.

**28. Venue: Jurisdiction**

In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each Party hereto consents to the personal jurisdiction

and venue of a tribunal, or a court of subject matter jurisdiction located in Hernando County, Florida.

**29. Headings**

The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the  
day and year first above written.

Attest:

Hernando County School Board

\_\_\_\_\_  
Linda K. Prescott, Chairperson Date

Attest:

Hernando County Board of  
County Commissioners

  
Douglas A. Chorvat, Jr., Clerk

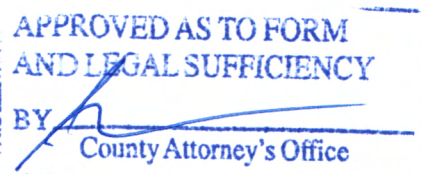
  
Elizabeth Narverud, Chairperson Date

Attest:

City of Brooksville

\_\_\_\_\_  
Jennifer Battista, City Clerk

\_\_\_\_\_  
Blake Bell, Mayor



**EXHIBIT "A" TO INTERLOCAL AGREEMENT – MUTUAL USE OF FACILITIES – 2024**

Book	Policy Manual
Section	7000 Property
Title	USE OF DISTRICT FACILITIES
Code	po7510
Status	Active
Adopted	June 13, 2017
Last Revised	February 27, 2018

**7510 - USE OF DISTRICT FACILITIES**

The School Board believes that the grounds and facilities of this District should be made available for community purposes, provided that the District does not assume additional liability and such use does not infringe on the original and necessary purpose of the property or interfere with the educational program of the schools.

Events may not take place which will interfere in any way with regular school activities, adult education programs, or community school programs.

Individuals or organizations leasing Board facilities must provide evidence of commercial general liability insurance in the minimum amount of \$1,000,000 naming the District as an additional insured and certificate holder.

Requests for use of facilities should be made in such a fashion to assure adequate time for consideration by the Superintendent to either grant or deny approval of a request. The Superintendent is authorized to develop and implement a schedule of fees to charge for the use of such facilities which shall apply unless the use of facilities is otherwise governed by some other written agreement with the Board.

Any individual or organization leasing Board facilities must comply with the Board Procedures for Use of Facilities and requests by the principal.

Revised 2/27/18

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Legal	F.S. 1013.10
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Last Modified by Juli Schlarb on September 26, 2022

**EXHIBIT "B" TO INTERLOCAL AGREEMENT – MUTUAL USE OF FACILITIES - 2024**

Book	Policy Manual
Section	7000 Property
Title	LENDING OF BOARD-OWNED EQUIPMENT
Code	po7530
Status	Active
Adopted	June 13, 2017

**7530 - LENDING OF BOARD-OWNED EQUIPMENT**

No item of School Board-owned equipment shall be loaned for nonschool use off District property. If equipment is required for the use of those granted permission to use District facilities, it may be loaned in accordance with Board policy and administrative procedures. Use agreements made with other government agencies may include the use of District equipment.

The Board may lend specific items of equipment on the written request of the user and approval granted by the Superintendent.

The user of Board-owned equipment shall be fully liable for any damage or loss occurring to the equipment during the period of its use, and shall be responsible for its safe return. The use of Board-owned equipment off District property is subject to the same rules and conditions of use that are in effect when the equipment is used on District property.

District equipment may be removed from District property by students or staff members and/or Board members only when such equipment is necessary to accomplish tasks arising from their school or job responsibilities. The consent of the Superintendent is required for such removal.

Individuals authorized to use Board-owned equipment off District property are prohibited from allowing anyone else to use the equipment (e.g., spouses, children, relatives, friends, etc., may not use Board-owned equipment, which is approved for use by a specific person).

A Board employee may use technology resources (as defined in Bylaw 0100) that have been assigned to him/her off District property provided such use is for purposes related to his/her duties. If personally identifiable information ("PII") about students and/or staff are saved/uploaded/stored on the technology resources assigned to an employee, the technology resources shall be locked down to prevent non-authorized individuals from accessing that PII. Federal and State laws prohibiting disclosure of such PII apply to electronic records stored on District technology resources. Board employees must exercise caution when saving/uploading/storing PII on mobile/portable storage devices (e.g., external hard drives, CDs/DVDs, USB thumb/flash drives, etc.), including mandatory encryption of the device, and when accessing PII that is stored on the District's network or contracted cloud-storage. A Board employee who loses or misuses student or staff PII will be subject to disciplinary action.

Personal use of Board-owned equipment or facilities by staff or students will be in accordance with the Superintendent's administrative procedures.

Removal of Board-owned equipment from District property for personal use by staff or students is prohibited.

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Legal F.S. 1001.43

F.S. 1001.51

**Last Modified by Juli Schlarb on September 26, 2022**





Book	Policy Manual
Section	7000 Property
Title	<del>BOARD-OWNED</del> WIRELESS COMMUNICATION DEVICES
Code	po7530.01
Status	Active
Adopted	December 12, 2023

#### 7530.01 - **BOARD-OWNED WIRELESS COMMUNICATION DEVICES**

The School Board will provide wireless communication devices ("WCDs") (as defined in Bylaw 0100) to employees who by the nature of their job have a routine and continuing business need for the use of such devices for official Board business. Board-owned cell phones are provided as a tool to conduct Board business and to enhance business efficiencies. Board-owned cell phones are not a personal benefit and shall not be a primary mode of communication, unless they are the most cost-effective means to conduct Board business (i.e. because some cellular telephone services plan are billed on a time-used basis, Board-owned cell phones should not be used if a less costly alternative method of communication is safe, convenient and readily available).

In accordance with Florida law, no prohibited application as identified by the Florida Department of Management Services (DMS) shall be installed or utilized on a Board-owned WCD. Upon notice of any changes to DMS's list of prohibited applications, District employees shall have fifteen (15) calendar days to remove such applications.

The Superintendent shall designate those staff members who will be issued a Board-owned cell phone and provided with a cellular telephone and/or wireless Internet/data service plan.

The Superintendent or designee is responsible for verifying:

- A. the need for each Board-owned cell phone and related service plan is clearly justified for Board business purposes;
- B. alternative solutions for work production and communication are considered;
- C. employees provided with a cellular telephone and/or wireless Internet/data service plans are notified of the purpose and limitations of usage;
- D. cellular telephone and wireless Internet/data service plan invoices outlining the details of usage are received and reviewed for conformance with this policy;
- E. employees reimburse the Board for non-business use;
- F. a Board-owned cell phone is returned and the corresponding cellular telephone and/or wireless Internet/data service plan is terminated when it is no longer justified by business requirements, the employee leaves the Board's employment, and/or when the employee has demonstrated a disregard for the limitation of this policy;
- G. that the WCD is restricted from accessing any prohibited application as identified by DMS; and,
- H. that the District retains the ability to remotely wipe and uninstall any prohibited application from the WCD that is believed to be have been adversely impacted, either intentionally or unintentionally, by a prohibited application.

In deciding which staff members should receive a Board-owned cell phone, the Superintendent will consider whether their jobs:

- A. require them to spend a considerable amount of time outside of their assigned office or work area during regular work hours and have regular access to telephone and/or Internet/data connections while outside their office or assigned work area;
- B. require them to be accessible outside of scheduled or regular work hours or to be contacted and respond in the event of an emergency;
- C. consistently require timely and business-critical two (2) way communication for which there is no reasonable alternative technology;

**(This is not intended to include occasional, incidental access or purely voluntary access such as checking e-mail from home.)**

- D. the employee is required to be contacted on a regular basis outside regular work hours

Board-owned cell phones and/or their related service plans are to be used only to place calls, access the Internet, or receive/send e-mails, instant messages or text messages for Board business purposes.

Cellular telephones and wireless Internet/data service plans are expected to be set at the minimum level that fulfills the business need for the position in question. The wireless service plan that is selected for an employee should be the one that provides a combination of services including number of minutes, coverage, and local call zone most nearly matching the employee's recurring business needs as well as whether or not the service plan includes text messaging, instant message and/or e-mail capability, and ability to access the Internet. If the service plan is based on minutes used for calls made or includes a charge regarding e-mail or instant messages, the smallest plan available to accommodate the particular business need shall be utilized.

The Board shall approve the Superintendent's recommendation regarding the type and level of cellular telephone and wireless Internet/data service appropriate for each staff member listed above. In all cases, the Superintendent shall take the steps necessary to secure the most economical and responsible service available.

Thereafter, an annual review of the service plans available shall be made to determine if the District's plans are the most economical and responsible available. Additionally, at least once annually, the Superintendent shall review the employee's actual usage (i.e. type and level of service) with the employee and, if warranted, authorize the acquisition of a different cell phone and/or selection of a different service plan that more nearly matches the employee's recurring business needs. Any such change in provider and/or necessary adjustments to individual staff member's devices and/or service plans shall be presented to the Board for consideration and approval.

Possessing a Board-owned cell phone and/or other WCD is a privilege and all employees are expected to use them appropriately and responsibly. Employees are responsible for managing the cost-effectiveness of their cell phone and/or WCD use by utilizing assigned landline and/or designated computers as available and appropriate.

In order to continue to be eligible to receive a Board-owned cell phone, staff members are required to answer all calls on his/her Board-owned cell phone and promptly respond to any messages.

Employees may not download or access any prohibited application as identified by DMS unless a waiver for certain law enforcement officers and/or purpose is specifically requested and obtained from DMS in accordance with F.S. 112.22.

#### **Safe and Appropriate Use of Board-Owned WCDs, Including Cell Phones**

Employee safety is a priority of the Board and responsible use of Board-owned WCDs, including cell phones, requires safe use. (see Policy 7530.02 - Staff Use of Wireless Communication Devices)

Employees may not use a WCD in a way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed, or intimidated.

Employees shall comply with Policy 8625 related to WCD use while driving and the prohibitions therein. An employee who violates this prohibition is subject to disciplinary action, up to and including termination.

#### **Duty to Maintain Confidentiality of Student Personally Identifiable Information; Public and Student Record Requirements**

Employees are subject to all applicable policies and procedures pertaining to the protection of the security, integrity, and availability of the data stored on their Board-owned WCDs. (see Policy 7530.02 - Staff Use of Personal Communication Devices)

When the Board intends to dispose of, or otherwise stop using, a Board-owned WCD on which an employee has maintained public records, student records and/or ESI that is subject to a litigation hold, the District's IT department/staff shall verify such records are properly transferred to an alternative storage device, before disposing of, or otherwise ceasing to use, the WCD. The IT department/staff is responsible for securely deleting such records/ESI before disposing of, or ceasing to use, the Board-owned WCD. The IT department/staff is responsible for maintaining documentation concerning the actions it takes to comply with this requirement.

### **Employee's Responsibilities**

Employees are responsible for the safekeeping, care, and custody of the Board-owned WCDs assigned to them. Further, employees are responsible for the cost of misuse, intentional damage or reckless loss of the Board-owned WCDs provided to them. The District does not provide or purchase insurance to cover loss or damage to its WCDs.

Reasonable precautions should be taken to prevent theft, loss, or damage to, or misuses or unauthorized use/access to Board-owned WCDs. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the Board-owned WCD issued to him/her for return or inspection. Employees unable to present the device in good working condition within the time period requested (e.g. twenty-four (24) hours) might be expected to bear the cost of a replacement. Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

Each employee issued a Board-owned cell phone will receive a detailed monthly statement for all charges. The employee must review the monthly statement for billing accuracy, then sign and date it verifying the employee's review and attesting that there are no charges for personal calls, text messages, instant messages or e-mails. A copy of the signed and dated statement is to be submitted to the Superintendent within days of receipt of it by the employee. In the event that a personal call is inadvertently made or received, or a text message, instant message, or e-mail of a personal nature is sent or received on the employee's Board-owned cell phone, the employee shall be billed for the actual cost of the personal calls made or received, or the text messages, instant messages or e-mails sent or received. In addition, the employee shall also be charged a portion of the monthly service fee. If the employee's service plan is all-inclusive and charges are not assessed for individual calls, text messages, instant messages or e-mails, then the employee will be charged a pro-rated share of the monthly charge. Any amount owed will be deducted from the employee's paycheck in the following pay cycle.

Any employee who regularly places or receives personal calls, or uses his/her Board-owned cell phone to send/receive personal e-mails, text messages, or instant messages shall be subject to disciplinary action. Use of a Board-owned WCD by an employee to access a personal e-mail account or connect to the Internet for personal business is strictly prohibited.

WCDs may not be transferred to any other employee without prior notification and approval of the Superintendent. Employees provided with a WCD understand that the WCD is owned by the Board. Any alteration or switching of WCDs must be approved in advance by the Superintendent.

Cell phone numbers provided by the Board, via contract with a cellular telephone service provider/vendor, are considered business numbers of the District which shall remain and belong to the Board for its use unless otherwise changed by the service provider/vendor or as mandated by the Federal Communications Commission. Employees are not allowed to transfer/port a previous personal cellular telephone number to a Board-owned cell phone.

The Board reserves the right to audit all Board-owned cell phones, which will include but not be limited to, a review of the detailed monthly statement upon submission after the requisite review by the employee. The detailed monthly service statements for all Board-owned cell phones, as well as invoices and payment documents related to these accounts, are public records and, as such, may be subject to disclosure and review.

### **Use of Board-owned Cell Phones for Personal Calls**

The Board recognizes that in rare circumstances it may be necessary for an employee to use a Board-owned cell phone for personal business. The Board generally prohibits such conduct as emphasized by this policy, but realizes there may be limited situations when such use is justified. Employees are advised not to take advantage of this provision and that repeated use of a Board-owned cell phone for personal business will result in disciplinary action.

If unforeseen circumstances develop where employees must use their Board-issued cell phone for personal reasons (i.e., to let family know that the employee will be home late, etc.) it is up to the Superintendent or his/her designee to determine whether the employee should reimburse the Board.

**Potential Disciplinary Action/Cancellation of Board-Owned WCD**

Violation of this policy may constitute just cause for disciplinary action up to and including termination. Use of the Board-owned WCD in any manner contrary to local, State or Federal laws will constitute misuse and will result in the Board canceling the employee's privilege to use the WCD and requiring the employee to immediately return the device.

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Legal                      F.S. 112.22  
                                 F.S. 316.305  
                                 F.S. 316.306

**Last Modified by Tamela Moody on December 21, 2023**



Book	Policy Manual
Section	7000 Property
Title	STAFF AND SCHOOL OFFICIALS USE OF WIRELESS COMMUNICATION DEVICES
Code	po7530.02
Status	Active
Adopted	June 13, 2017
Last Revised	February 11, 2020

#### **7530.02 - STAFF AND SCHOOL OFFICIALS USE OF WIRELESS COMMUNICATION DEVICES**

Use of wireless communication devices ("WCD") (as defined in Bylaw 0100) has become pervasive in the workplace. Whether the WCD is Board-owned and assigned to a specific employee or school official or personally-owned by the employee or school official (regardless of whether the Board pays the employee an allowance for his/her use of the device, the Board reimburses the employee or school official on a per use basis for their business-related use of his/her WCD, or the employee or school official receives no remuneration for his/her use of a personally-owned WCD, the employee or school official is responsible for using the device in a safe and appropriate manner and in accordance with this policy and its accompanying procedure, as well as other pertinent Board policies and procedures.

##### **Conducting District Business Using a WCD**

Employees and school officials are permitted to use a Board-owned and/or personally-owned WCD to make/receive calls, send/receive e-mails, send/receive texts, send/receive instant messages that concern District business of any kind.

Employees and school officials are responsible for archiving such communication(s) in accordance with the District's requirements.

Employees and school officials who receive District business-related communication(s) on Board-owned and personally-owned WCDs on a function that is not permitted under this policy are still responsible for archiving such communication(s) sent or received in accordance with the District's requirements.

##### **Safe and Appropriate Use of a WCD**

Employees and school officials whose job responsibilities include regular or occasional driving and who use a WCD for business use are expected to refrain from using their device while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees and school officials should pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Reading or sending a text message, instant message, or e-mail, or browsing the Internet using a WCD while driving is a violation of State law and is strictly prohibited. If accepting a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free options (e.g., headsets or voice activation) if available, refrain from the discussion of complicated or emotional topics, and keep their eyes on the road. Pursuant to Policy 8625, use of a WCD in a handheld manner in a designated school crossing, school zone, or work zone area as defined in F.S. 316.003 is prohibited. Special care should be taken in situations where there is traffic, inclement weather, or the employee is driving in an unfamiliar area. In the interest of safety for employees, school officials, and other drivers, employees and school officials are required to comply with all applicable State laws and local ordinances while driving, including any laws that prohibit texting or using a cell phone or other WCD while driving.

In situations where job responsibilities include regular driving and accepting of business calls, the employee or school official should use hands-free equipment to facilitate the provisions of this policy.

All employees and school officials must comply with Policy 8625 – Ban on Texting While Driving.

### **Duty to Maintain Confidentiality of Student Personally Identifiable Information - Public and Student Record Requirements**

Employees and school officials are subject to all applicable policies and procedures pertaining to protection of the security, integrity, and availability of the data stored on a WCD regardless of whether they are Board-owned and assigned to a specific employee or personally-owned by the employee.

WCD communications, including calls, text messages, instant messages, and e-mails sent or received may not be secure. Therefore, employees should use discretion when using a WCD to relay confidential information, particularly as it relates to students.

Additionally, WCD communications, including text messages, instant messages, and e-mails sent and/or received by a public employee or school official using a WCD may constitute public records.

Further, WCD communications about students, including text messages, instant messages, and e-mails sent and/or received by a District employee or school official using his/her WCD may constitute education records if the content includes personally identifiable information about a student.

Communications, including text messages, instant messages, and e-mails sent and/or received by a District employee or school official using his/her WCD, that are public records or student records are subject to retention and disclosure, upon request, in accordance with Policy 8310 - Public Records. Cellular/Wireless communications that are student records should be maintained pursuant to Policy 8330 - Students Records.

It is the responsibility of the District employee or school official who uses a WCD for District business-related use to archive all text messages, instant messages and e-mails sent and/or received using his/her WCD in accordance with the District's requirements.

Finally, cellular/wireless communications and other electronically stored information (ESI) stored on the staff member's or school official's WCD may be subject to a litigation hold pursuant to Policy 8315 - Information Management. Staff and school officials are required to comply with District requests to produce copies of cellular/wireless communications in their possession that are either public records or education records or that constitute ESI that is subject to a litigation hold.

At the conclusion of an individual's employment (whether through resignation, nonrenewal, or termination), the employee is responsible for informing the Superintendent or his/her designee of all public records, student records, and ESI subject to a Litigation Hold that is maintained on the employee's Board-owned WCD. The District's IT department/staff will then transfer the records/ESI to an alternative storage device.

If the employee utilized a personally-owned WCD for District-related communications, and the device contains public records, students records, and/or ESI subject to a litigation hold, the employee must transfer the records/ESI to the District's custody (e.g., server, alternative storage device) prior to the conclusion of his/her employment. The District's IT department/staff is available to assist in this process. Once all public records, student records, and ESI subject to a litigation hold are transferred to the District's custody, the employee is required to delete the records/ESI from his/her personally-owned WCD. The employee will be required to sign a document confirming that all such records/information has been transferred to the District's custody and deleted from his/her personally-owned WCD.

If a WCD is lost, stolen, hacked, or otherwise subjected to unauthorized access, the employee or school official must immediately notify the Superintendent so a determination can be made as to whether any public records, students records, and/or ESI subject to a litigation hold has been compromised and/or lost. Pursuant to Policy 8305 - Information Security and its accompanying procedure, the Superintendent shall determine whether any security breach notification laws may have application to the situation. Appropriate notifications will be sent unless the records/information stored on the WCD was encrypted.

The Board prohibits employees and school officials from maintaining the following types of records and/or information on their WCDs:

- A. social security numbers
- B. driver's license numbers

- C. credit and debit card information
- D. financial account numbers
- E. student personally identifiable information
- F. information required to be kept confidential pursuant to the Americans with Disabilities Act (ADA)
- G. personal health information as defined by the Health Insurance Portability and Accountability Act (HIPAA)

If an employee or school official maintains records and/or information on a WCD that is confidential, privileged, or otherwise protected by State and/or Federal law, the employee is required to encrypt the records and/or information.

It is required that employees and school officials lock and password-protect their WCDs when not in use.

Employees and school officials are responsible for making sure no third parties (including family members) have access to records and/or information, which is maintained on a WCD in their possession, that is confidential, privileged, or otherwise protected by State and/or Federal law.

### **Privacy Issues**

Except in emergency situations or as otherwise authorized by the Superintendent or as necessary to fulfill their job responsibilities, employees and school officials are prohibited from using WCDs to capture, record, and/or transmit the words or sounds (i.e., audio) and/or images (i.e., pictures/video) of any student, staff member, or other person in the school or while attending a school-related activity. Using a WCD to capture, record, and/or transmit audio and/or pictures/video of an individual without proper consent is considered an invasion of privacy and is not permitted.

WCDs, including but not limited to those with cameras, may not be activated or utilized at any time in any school situation where a reasonable expectation of personal privacy exists. These locations and circumstances include, but are not limited to, gymnasiums, locker rooms, shower facilities, rest/bathrooms, and any other areas where students or others may change clothes or be in any stage or degree of disrobing or changing clothes. The Superintendent and building principals are authorized to determine other specific locations and situations where use of a WCD is absolutely prohibited.

### **Potential Disciplinary Action**

Violation of any provision of this policy may constitute just cause for disciplinary action up to and including termination.

Use of a WCD in any manner contrary to local, State, or Federal laws may also result in disciplinary action up to and including termination.

Revised 8/28/18

Revised 2/11/20

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### **Legal**

F.S. Chapter 119

F.S. 316.305

F.S. 316.306

F.S. 1001.41

F.S. 1001.42

F.S. 1001.43

F.S. 1002.221

F.A.C. 6A-10.081

Protecting Children in the 21st Century Act, Pub. L. No. 110-385, Title II, Stat. 4096 (2008)

Children's Internet Protection Act (CIPA), Pub. L. No. 106-554 (2001)

20 U.S.C. 1232g



**34 C.F.R. Part 99**

**Last Modified by Juli Schlarb on September 26, 2022**



# EXHIBIT "C" TO INTERLOCAL AGREEMENT – MUTUAL USE OF FACILITIES - 2024

## PUBLIC USE OF COUNTY-OWNED/LEASED BUILDINGS, ROOMS, FACILITIES AND GROUNDS

### POLICY NO. 05-03

#### PURPOSE:

To establish guidelines for the use of all County-owned/leased buildings, rooms, facilities and grounds, defining each location and setting forth the limitations and requirements for the public use of these areas. Any limitation of the public's use of such buildings, rooms, facilities and grounds will be based upon reasonable considerations of time, place and manner, not upon the nature or content of any expression entailed in the proposed use by the public.

#### SCOPE:

This Policy shall apply to all buildings, rooms, facilities and grounds which are owned or leased by Hernando County, a political subdivision of the State of Florida, regardless of whether occupied or used by the Board of County Commissioners, County departments, agencies or authorities, the Constitutional Officers and/or governmental tenants (absent a written lease or County Code provision to the contrary).

#### POLICY:

##### 1. Parks and Recreation Facilities

- a. *Green areas and open spaces excluding ball fields.* Green areas and open spaces are those outdoor non-enclosed passive recreation areas, exclusive of ball fields (i.e. baseball, football and soccer fields), which are available for use by the general public during normal park operating hours.
- b. *Ball fields.* The use of the ball fields (i.e. baseball, football and soccer fields) may be reserved for leagues and organizations. Reserved use requires Facilities Usage Agreement, reservation through Recreation Department, and proof of insurance naming the County as an additional insured. Fees may be imposed for reserved use and night-time use requiring lights. All ball fields not otherwise reserved are open to the general public on a first-come basis during normal park operating hours.
- c. *Picnic pavilions.* The use of the larger picnic pavilions (generally groups of 45 or more) may be reserved. Reserved use requires Facilities Usage

Agreement and reservation through Recreation Department. Fees may be imposed for reserved use. All picnic pavilions not otherwise reserved are open to the general public on a first-come basis during normal park operating hours.

- d. *Concession stands.* The Recreation Department reserves the right to use contract operators to operate any concession stand; concession stands not under contract operation may be reserved by the organized league using the subject facilities subject to the requirements herein. The use of the concession stands requires Concession License Agreement, proof of insurance naming the County as an additional insured, and payment of appropriate fees. The user shall abide by all health requirements and County regulations. The County assumes no liability for loss or damage to personal property or equipment stored or maintained on many concession stand.
- e. *Band shell (located in Brooksville).* The use of the band shell may be reserved. Reserved use requires Facilities Usage Agreement, reservation through Recreation Department, and proof of insurance naming the County as an additional insured. Fees may be imposed for reserved use and night-time use requiring lights.
- f. *Teen Hall.* Teen hall is a reserved rental facility. The use of the teen hall requires Facilities Usage Agreement, reservation through Recreation Department, and payment of appropriate fees.

**2. Libraries.**

All libraries are open to the general public during normal operating hours (hours may vary based upon the location and usage of the branch). The Library Director may impose reasonable restrictions regarding patron conduct and the use of rooms within each library.

**3. County Extension Building.**

The use of the County Extension Building shall be determined by its Director.

**4. Fairgrounds.**

The use of the Fairgrounds shall be determined by the Hernando County Fair Association in accordance with its lease/agreement with Hernando County.

**5. Spring Lake Community Center.**

The use of the spring Lake Community Center shall be determined by the Spring Lake Community Center Committee in accordance with its lease/agreement with Hernando County.

**6. Coast Guard Auxiliary Building/Flotilla #8.**

The use of Coast Guard Auxiliary Building/Flotilla #8 located in Hernando Beach shall be determined by the Cost Guard Auxiliary Flotilla #8 in accordance with its lease/agreement with Hernando County.

**7. Hernando County Health Department Facilities.**

Hernando County Health Department Facilities (Brooksville and Spring Hill) is under the control and operation of the Florida Department of Health.

**8. Hernando County Airport.**

The undeveloped non-aeronautical portions of the Hernando County Airport may be used by the general public pursuant to a lease of license agreement which must be approved by the Aviation Authority and the Board of County Commissioners. All leases/license agreements are further subject to Chapter 3 of the Hernando County code of Ordinances, Hernando County Airport Rules and Regulations, and the requirements of the Federal Aviation Administration (FAA), as such ordinances, rules and regulations may be amended from time-to-time.

**9. Sheriff's Administration Complex.**

The Sheriff's Administration Complex is under the control of the Hernando County Sheriff, a constitutional officer. This is a restricted use facility for public safety/police operations and functions.

**10. Utilities Administration Building.**

The Utilities Administration Building is under the control of the Utilities Director. Other than the customer service area located on the first floor where customers can pay bills and have service initiated/terminated, this is a restricted use facility for utilities operations and functions.

**11. Main Government Center/Courthouse (Brooksville)**

- a. *West Lawn/West Courthouse Steps.* The West Lawn/West Courthouse steps is available for use by the general public by contacting the Office of Facilities Management. Any person or persons seeking to use this area for speeches, rallies, demonstrations, or any other event intended to generate a crowd will be required to make advance arrangements for crowd control, policing, portable toilet facilities, waste receptacles, chairs, tables, lecterns, microphones, etc., at their own expense and effort (in no instance will the County be expected to furnish or provide any of these services, facilities, or items). Upon the conclusion of any utilization of this area, the organizers or promoters of said event will be required to restore the area to the same condition as it was prior to said event including, but not limited to, picking up and properly disposing of all trash and garbage.

In the event an individual or organization brings personal property, (including but not limited to tents, booths, tables, sound equipment, stage equipment, etc.), which is erected or affixed on County property,

\$1,000,000 of General Liability Insurance, naming Hernando County as an additional insured, shall be required. This policy shall not apply to folding lawn chairs or battery operated bullhorns or microphones.

- b. *All other outside grounds.* With the exception of the West Lawn/West Courthouse Steps, all grounds associated with the Main Government Center/Courthouse are only available to the extent necessary to provide pedestrian access into/from the Main Government Center/Courthouse building and related visitor parking (all vehicles must park within the designated parking spaces).
- c. *Main Government Center/Courthouse Atrium, Lobbies, Hallways and Office Waiting Areas.* These areas shall be limited to internal pedestrian movement of the general public going to and from government and courthouse offices and courtrooms, and as waiting and lounging areas for such visitors. Public displays of information requiring tables, racks or any other type of special set up, including signs and banners, shall be limited to those posted or placed by County-government and courthouse employees acting in furtherance of their county/courthouse official capacity.
- d. *Main Government Center/Internal Governmental and Courthouse Offices.* Internal government and courthouse offices are restricted facilities for governmental/courthouse operations and functions; the Judges in and for the Fifth Judicial Circuit (Hernando County) shall be responsible for establishing or restricting public access to their respective courtrooms.
- e. *Law Library (Parking Level).* The Hernando County Law Library is intended for quiet legal research by attorneys and members of the general public on their own behalf. Due to its size constraints and lack of any private area, the Law Library is not intended as an area to conduct or transact client or private business. Additionally, the Law Library Committee may establish such hours and other restrictions as may be reasonable and appropriate.
- f. *Ballot and Referendum Petitioners.* Notwithstanding the foregoing subsections, persons seeking signatures for ballot and referendum petitions may locate/petition at the East side of the Main Government Center eastward of the stairs and handicap ramp, provided however, that such person do not stand on or occupy the roadway, stairs or handicap ramp, or block or interfere with pedestrians going to/from the Government Center.
- g. *Employee Food/Bake/Catalog Sales.* See paragraph 13 below.

**12. Westside Government Center.**

- a. *Outside grounds.* All grounds associated with the Westside Government Center are only available to the extent necessary to provide pedestrian

access into/from the Westside Government Center and related visitor parking (all vehicles must park within the designated parking spaces).

- b. *Westside Government Center/Lobby, Hallways and Office Waiting Areas.* These areas shall be limited to internal pedestrian movement of the general public going to and from the government offices, and as waiting and lounging areas for such visitors. Public displays of information requiring tables, racks or any other type of special set up, including signs and banners, shall be limited to those posted or placed by County-government employees acting in furtherance of their county official capacity.
- c. *Westside Government Center/Internal Governmental Offices.* Internal government offices are restricted facilities for governmental operations and functions.
- d. *Ballot and Referendum Petitioners.* Notwithstanding the foregoing subsections, persons seeking signatures for ballot and referendum petitions may locate/petition at the South side of the Westside Government Center no less than fifty feet (50') from any southern exterior wall, window or door of said Center, provided however, that such persons do not stand on or occupy any paved area or access sidewalk, or block or interfere with pedestrians going to/from Westside Government Center.
- e. *Employee Food/Bake/Catalog Sales.* See paragraph 13 below.

**13. Limitation on Employee Food/Bake/Catalog Sales; Prohibition of Outside and Commercial Vendors on County property.**

- a. *Employee Food/Bake/Catalog Sales.* Employees of the Board of County Commissioners and the various Constitutional Officers may conduct sales of food/baked items (intended for consumption) which are prepared or purchased off-site and may conduct catalog sales, provided that all sales are performed by employees (on leave or excused time) and the proceeds benefit a charitable purpose/event designated by the employees. All food and bake sales shall require advance approval by the County Facilities Management Office.
- b. *Prohibition of Outside and Commercial Vendors.* Except as expressly provided for in paragraph 13.a above, there is an absolute prohibition of outside and commercial vendors selling, promoting or marketing any product, item or service within or upon any county owned or leased building, room, facility or ground regardless of the purpose or such activities and regardless of whether some or all of the collected proceeds or sales may benefit an organization, event or charitable purpose.

**14. Roads/Road Right-of-Ways/Sidewalks.**

Roads shall be used for vehicular traffic and such other uses permitted under state law; sidewalks shall be used for pedestrians traffic; bike trails and paths shall be

used as designated. Special events shall require an advance permit (see Special Events Policy No. 17-01). The use of any right-of-way shall be as provided by County Ordinance.

**15. All Other County Buildings, Rooms, Facilities and Grounds.**

All other County-owned/leased buildings, rooms, facilities and grounds not addressed above shall be restricted to their dedicated purpose, subject to any special use permit or approval granted by the Board of County Commissioners.

**16. Additional Interpretative Guidance.**

All County governmental and courthouse personnel shall be guided by this Policy read as a whole. The County Administrator shall be the final arbiter of any interpretation question under this Policy. This Policy is subject to future changes, clarifications and/or directives by the Board of County Commissioners.

**17. Rescission of Prior Policies.**

All prior policies regarding the subject matter herein are hereby deemed rescinded and superseded by this Policy as of the date below.

**Replaces:** Administrative Policy

**Reference:** February 3, 1993

**Adopted:** August 24, 1993

**Amended:** November 15, 2005

**Amended:** December 13, 2006

**Amended:** November 17, 2009