

AGREEMENT FOR USE, OPERATION AND MAINTENANCE
OF SWIMMING POOLS LOCATED ON SCHOOL BOARD PROPERTY

THIS AGREEMENT is made and entered into as of the 8th day of June, 19 83, by and between the DUVAL COUNTY SCHOOL BOARD, a body corporate (hereinafter "School Board") and the CITY OF JACKSONVILLE, a municipal corporation (hereinafter "City").

IN CONSIDERATION of the mutual covenants and undertakings herein set forth, the parties hereto do hereby agree as follows:

1. This Agreement shall govern and control the use, operation and maintenance of swimming pools (hereinafter "pools") at locations generally described in Attachment A hereto and by this reference made a part hereof, and shall include such special conditions, if any, set forth in Attachment A which special conditions shall apply only to certain pools as designated in Attachment A. Attachment A may be amended from time to time by written amendment hereto by the Superintendent on behalf of the School Board and by the Director of the Department of Recreation and Public Affairs on behalf of the City for the purpose of adding or deleting pools or for the purpose of adding or deleting special conditions; provided, however, that no such amendments shall negate or be contrary to any provision set forth in Sections 1 through 13 of this Agreement.

2. The School Board shall provide instructors or lifeguards, or both, during those times when the pools are being used for or in conjunction with school activities or educational purposes and programs; and the City will provide instructors or lifeguards, or both, during those periods when the pools are being used for or in conjunction with its recreational or instructional programs and by the general public. The respective schools will be responsible for basic cleaning of the pool area and restrooms during school use, and the City will be responsible for such cleaning during City use.

3. The School Board shall be responsible for obtaining and paying for water and utilities for the pools. The City shall be responsible for obtaining and paying for chemicals, chemical treatment and other treatment of the pool water in compliance with requirements imposed by the public health authorities.

4. The City shall be responsible for obtaining and paying for the maintenance and repair of the pools, including but not limited to motors, pumps, electrical, plumbing, fencing, and other features of the pools themselves. The pools are to be maintained in a safe and sanitary condition for economical operation at all times.

5. The periods during which the School Board and the City shall use the pools will be mutually agreed upon in writing by the Superintendent or his designee on behalf of the School Board and by the Director of Recreation and Public Affairs or his designee on behalf of the City, and may be changed from time to time by mutual written consent.

6. The City ^{of the Board} shall hold the School Board harmless for any injuries or damages arising out of the use of the pools and related facilities covered by this Agreement by the City and will defend any claims for injuries or damages, even if such claims be groundless or fraudulent, except that the City's liability in such cases shall not exceed the limitations set forth in subparagraph (5) of Section 768.28, Florida Statutes, as it now exists or as it may be amended from time to time. The School Board shall hold the City harmless for any injuries or damages arising out of the use of the pools and related facilities covered by this Agreement by the School Board and will defend any claims for injuries or damages, even if such claims be groundless or fraudulent, except that the School Board's liability in such cases shall not exceed the limitations set forth in subparagraph (5) of Section 768.28, Florida Statutes, as it now exists or as it may be amended from time to time.

7. Upon receipt of prior reasonable notice, the School Board agrees to permit the use of its shower and locker rooms at the schools in connection with special events sponsored by the City, but will not be required to do so for the use by the general public for general type swimming pool activity. At school sites where restrooms were not constructed as part of the pool area, access to school restrooms during public swimming will be made available, provided a member of the school staff, appointed by the principal, is employed and paid by the City during the hours of public use.

8. Any additional expense for custodial services, including but not limited to any overtime compensation, required by the operation of the pools by the School Board or the City during the respective activities carried out by each shall be borne by whichever party creates the need for such expense. In the event the City makes it necessary to keep the School Board custodian overtime occasioned by its use of the pools, then in such event, the City shall reimburse the School Board for such additional expense upon receipt from the School Board of any appropriate statement therefor.

9. In the event that either party shall fail to perform any of its obligations hereunder, the other party shall deliver written notice thereof to such party specifying the nature of the failure with reasonable detail. Upon receipt thereof, such party shall forthwith proceed to correct any such failure to perform and shall be allowed reasonable time to do so.

10. Any failure or refusal of either party to enforce any term or condition hereof shall not be any waiver thereof, or any waiver of any right to enforce any term or condition in the future.

11. This Agreement shall commence on the day and year above first written and shall continue in full force and effect thereafter; provided that either party

may terminate, with or without cause, upon delivering six (6) months' prior written notice to the other party.

12. Any notice required or permitted hereunder shall be delivered, by hand or by U.S. Mail, to the office of the Superintendent or the office of the Director of Recreation and Public Affairs, as the case may be.

13. This Agreement shall supersede and take precedence over any other prior agreement in reference to use, operation and maintenance of the pools.

THIS AGREEMENT is executed in duplicate, in the year and day first above written, in Jacksonville, Duval County, Florida.

ATTEST:

DUVAL COUNTY SCHOOL BOARD,
a body corporate

Herb A. Sang, Superintendent of
Schools as Ex Officio Secretary
to the Duval County School Board

Wendell P. Holmes, Jr.
Chairman

ATTEST:

CITY OF JACKSONVILLE,
a municipal corporation

A. Renee' Woodward
Corporation Secretary

Jake M. Godbold
Mayor

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and provision has been made for the payment of the monies provided therein to be paid.

Director of Finance

Form Approved:

N/A

3533-40

TCS

Assistant Counsel

ATTACHMENT "A"

Swimming Pool Sites

1. Fletcher Senior High School #223
700 Seagate Avenue
Neptune Beach, Florida 32233
2. Sandalwood Jr.-Sr. High School #237
2750 John Prom Blvd.
Jacksonville, Florida 32216
3. Terry Parker Senior High School #86
7301 Parker School Road
Jacksonville, Florida 32211
4. Robert E. Lee Senior High School #33
1200 S. McDuff Avenue
Jacksonville, Florida 32205
5. Nathan Bedford Forrest Senior High School #241
5530 Firestone Road
Jacksonville, Florida 32210
6. Paxon Senior High School #75
3239 W. 5th Street
Jacksonville, Florida 32205
7. Eugene Butler 7th Grade Center #168
900 Acorn Street
Jacksonville, Florida 32209
8. William Raines Senior High School #165
3663 Raines Avenue
Jacksonville, Florida 32209
9. Highlands Junior High School #244
10913 Pine Estates Road, East
Jacksonville, Florida 32218