INTERGOVERNMENTAL INTERLOCAL AGREEMENT BETWEEN CITRUS COUNTY AND CITRUS COUNTY SCHOOL BOARD

Pursuant to Chapter 163, Part I, Florida Statutes (1991), CITRUS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the CITRUS COUNTY SCHOOL BOARD, hereinafter referred to as "SCHOOL" desire to engage in an Interlocal Agreement to coordinate intergovernmental responsibilities as to parks and recreation for children and adults in Citrus County, and

WHEREAS, the parties herein desire to coordinate to provide full utilization of available facilities owned and operated by each other in order to improve the well being of both children and adults;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to allow joint use of designated SCHOOL facilities by the COUNTY and to allow joint use of all COUNTY recreational facilities with the exception of the Chassahowitzka River Campground by SCHOOL. This Agreement will not negate or supersede any agreements already in force.

2. COSTS

No costs shall be levied for staff time when employees are already scheduled to be on site. Both agencies agree to make reasonable accommodations by adjusting employee schedules, if possible, to avoid charging additional time for facility usage. No other normal usage charges are to be assessed such as electricity, supplies and the like. Both agencies agree to pay costs for special needs requiring significant increased costs such as additional staff time and/or utilities exceeding normal usage.

3. DAMAGE

All costs to repair damage incurred by use of the other agency shall be the responsibility of that agency.

4. SPECIAL MAINTENANCE

Special set up or break down of equipment for usage and any special maintenance needs shall be the responsibility of the user.

5. **USAGE REQUIREMENTS**

Written guidelines for the use of each facility must be available upon request by the agency outlining the requirements for usage. The owner and user agency agree to enforce said guidelines. Failure to follow established guidelines may result in the termination of use of that facility.

Other organizations will be held strictly accountable for supervising their organization's activities and will insure that facility guidelines are followed to insure the safety and well being of all participants.

It is understood and agreed to by both parties that facilities are to be cleaned and returned to their original condition after each use.

6. **SCHEDULING**

All requests for use must be made in writing and approved in advance. Only activities sponsored or supported by the user agency will be scheduled for the purposes of this Agreement with the following exception:

The Citrus County Division of Parks and Recreation shall be responsible for scheduling field usage at designated SCHOOL facilities as approve by the district or local school.

7. COORDINATION

The parties hereto shall cooperate through their agents, or employees to establish an agreeable schedule for the joint use facilities. At no time shall facility usage requests infringe upon or supersede existing or planned activities by the owner.

8. ACCESS

Needs for access shall be made and approved in advance by the owner. Appropriate means will be provided as applicable to insure access for special needs such as but not limited to, persons with disabilities, vehicular access for special maintenance, rest

rooms and telephone access as funds, guidelines and policies permit.

9. IMPROVEMENTS

Any permanent improvements made to a facility will be subject to the consent of the owner and become the property of Costs incurred for capital improvements and major owner. renovations to a facility may be shared, if agreed upon, by both governmental entities based on a pro-rata share of benefitted usage.

10. CONFLICTS

Disagreements or conflicts regarding facility usage shall be negotiated in a professional, timely and fair manner in an effort to resolve said conflict. The Citrus County Parks and Recreation Director and the Superintendent's designee shall be appointed to facilitate conflicts.

11. TERM

This Agreement shall be for a term of one (1) year from the date hereinafter set forth. Thereafter, it shall automatically be renewed each year unless either party notifies the other in writing thirty (30) days in advance of its annual renewal that same wishes to withdraw therefrom.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 23 day of June, 1992.

COUNTY:

CITRUS COUNTY, a political subdivision of the State

of Florida

ATTEST:

CHESTER J WHITE,

CHAIRMAN

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

SCHOOL:

CITRUS COUNTY SCHOOL BOARD

ATTEST:

CARL E. AUSTIN SUPERINTENDENT

APPROVED AS TO FORM AND CORRECTNESS:

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TARRY M. MAAG COUNTY AFTORNEY

RICHARD S. FITZPATRICK ATTORNEY FOR CITRUS COUNTY SCHOOL BOARD