

**INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA, AND EAGLE HARBOR COMMUNITY DEVELOPMENT DISTRICT
REGARDING USE OF DISTRICT'S AMENITY COMPLEX FACILITIES**

THIS AGREEMENT ("Agreement") is effective this ^{SEPTEMBER} 4th day of 2025, and is by and between:

THE CROSSINGS AT FLEMING ISLAND COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with offices at 2105 Harbor Lake Dr, Fleming Island, Florida 32003 (the "District"), and

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA ("School Board") FOR THE USE AND BENEFIT OF THE FLEMING ISLAND HIGH SCHOOL SWIM TEAM ("Swim Team"), 900 Walnut Street, Green Cove Springs, Florida 32043 (the School Board and the Swim Team together with the District, the "Parties").

RECITALS

WHEREAS, it is the purpose and intent of this Agreement to permit and authorize the School Board and the District to make the most efficient use of their respective resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided in this Agreement pursuant to Section 163.01, *Florida Statutes*, known as the Florida Interlocal Cooperation Act of 1969 ("Cooperation Act"); and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the School Board and the District may exercise their respective privileges and authority which they may have separately, but which pursuant to this Agreement and Cooperation Act they may exercise collectively; and

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains certain recreational facilities, including a competition pool ("Aquatic Facilities"); and

WHEREAS, the School Board, on behalf of the Swim Team, approached the District and expressed desires to make use of the Aquatic Facilities for practices and the hosting of swim meets; and

WHEREAS, the District is willing to allow the Swim Team to make use of the Aquatic Facilities for practices and swim meets provided that such use does not impede the operation of the Aquatic Facilities; and

WHEREAS, the District has determined that providing the School Board with the ability to use the competition pool is a benefit to the District, is a proper public purpose, and makes appropriate use of the Aquatic Facilities; and

WHEREAS, the District and the School Board warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. TERM. This Agreement shall be effective July 29, 2025 and shall terminate September 30, 2028 unless terminated early in accordance with Section 8 below. However, the covenants and obligations of the School Board contained in this Agreement shall survive termination for acts and omissions which occurred during the effective term of this Agreement.

SECTION 3. USAGE BY SWIM TEAM.

A. **Usage; Generally.** The District hereby grants to the Swim Team a license to use the Aquatic Facilities for practices and meets in accordance with the schedules attached hereto as **Exhibit A**, as coordinated between the District's representative and the Swim Team representative, and with the guidelines provided in **Exhibit B**, both of which are incorporated herein by this reference ("License"). Swim Team shall hold no more than six (6) "Home" meets as indicated in the schedule provided in Exhibit A. The License to use the Aquatic Facilities is limited to the hours provided in such schedules. In consideration of said use of the Aquatic Facilities, School Board and Swim Team agree to the following conditions:

- i. Access to the Aquatic Facilities is limited to the competition pool, the pool decks, parking lot serving the Aquatic Facilities and designated restrooms in case of emergencies. No other use of, or access to, the District's recreational facilities is permitted.
- ii. Swim Team understands and acknowledges that there are limited parking spaces available at the District's facilities, which is primarily available for District residents wishing to utilize the District's recreational facilities. During the meets, the Swim Team will leave at least one (1) row of parking spaces closest to the Aquatic Facilities open and available to residents who want to use the District facilities. Swim Team shall be responsible for redirecting the traffic to enforce the same. No parking shall impede the flow of traffic on the streets. Swim Team staff shall inform its team members and the visiting teams and spectators coming to the meets of the limited parking available at the District facilities and shall encourage them to carpool to the District facilities. Swim Team shall, to the maximum extent possible, carpool to the District facilities for practices and meets, and whenever feasible, shall utilize a school bus or similar mode of mass transportation to arrive at the District facilities.

iii. The District hereby designates the District Manager or his or her designee as the District's representative.

iv. Swim Team's use of Aquatic Facilities shall be in conjunction with the use of the Aquatic Facilities by other members of the public and by other swim teams, if any, and the Swim Team use shall not interfere with the operation of the Aquatic Facilities as a public improvement.

v. All use of the Aquatic Facilities shall be subject to the policies and regulations of the District, including but not limited to the Eagle Harbor Facilities and Amenity Policies, the Guidelines for the Swim Team Usage and Guidelines for Swim Team Meets, which are incorporated herein and attached as **Exhibit B**.

vi. The District shall have the right to take such actions as are necessary to preserve the health, safety and welfare of its residents, landowners, lands and facilities.

vii.—Persons identified as Coaches by the Swim Team, and any such Coach's minor children, may participate on the Swim Team.:-

viii. The Swim Team shall (i) provide one (1) time payment of eighteen hundred dollars and zero cents (\$1800.00) to the District in year 1, nineteen hundred dollars and zero cents \$1900.00, year 2. Two thousand dollars and zero cents \$2000.00 year 3. 1 year extension option in the amount of twenty two hundred dollars and zero cents \$2200.00. If requested by the District, Swim Team shall (ii) provide a minimum of five volunteers for one resident event as arranged by the District; and (iii) provide at least ten (10) volunteer hours each week during the term of this Agreement (which may include resident events referenced above).

B. Usage During an Endemic or Pandemic. In the event of a known endemic or pandemic affecting the locality whereupon the District is located, the Parties agree that additional procedures may apply to the Swim Team's usage of the Aquatic Facilities, which shall apply by an amendment to this Agreement to be executed by the Parties and Swim Team agrees to enter into same, as necessary.

SECTION 4. CARE OF THE PROPERTY. School Board agrees to use all due care to protect the property of the District, its residents and landowners from damage, and to require any meet participants invited to the Aquatic Facilities to do the same. School Board agrees that it shall assume responsibility for any and all damage to the District's facilities or lands as a result of School Board's use under this Agreement other than damage which may be attributable to ordinary wear and tear as determined by the District. In the event that any damage to the

District's facilities or lands occurs, the District shall notify the School Board of such damage and shall allow the School Board's agents or employees the opportunity to examine the damage prior to repair. Swim Team agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as is necessary to preserve the health, safety and welfare of the District's lands, facilities, residents and landowners. Swim Team agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Section.

SECTION 5. ENFORCEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. Notwithstanding this, the School Board's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than five-hundred dollars and zero cents (\$500.00).

SECTION 6. INDEMNIFICATION AND INSURANCE. The Swim Team agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death or property damage of any nature, arising out of, or in connection with, wholly or in part by, the use of the District's facilities and lands by the Swim Team and its guests, including litigation or any appellate proceedings, both in and outside court proceedings, with respect thereto, and specifically including but not limited to claims arising out of or connected to alleged or actual exposure to the COVID-19 virus.

Notwithstanding any terms of this Agreement to the contrary, the Parties agree that nothing herein shall be construed as a waiver of either the School Board's or the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute. The School Board, subject to the School Board's self-insured retention, agrees and covenants to provide liability insurance with limits of One Million Dollars (\$1,000,000.00) applicable to bodily injury, sickness or death in any one occurrence and One Million Dollars (\$1,000,000.00) for loss or damage to property in any one occurrence and shall provide evidence of such insurance in the form of an insurance certificate prior to commencing use of the District's facilities under this Agreement. Additionally, the School Board agrees that its policy may not be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District.

Notwithstanding any language in this section to the contrary, nothing in this indemnification agreement shall be construed or interpreted to increase the scope or dollar limit of the Swim Team's or the School Board's liability beyond that which is set forth in Section 768.28, *Florida Statutes*, or to otherwise waive the Swim Team's/School Board's sovereign immunity, or to require the Swim Team/School Board to indemnify District or any other person, corporation, or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of the Swim Team or the School Board or its agents or employees. The Swim Team and the School Board shall not indemnify any party for attorney's fees or costs other than those court costs which are set forth by Florida Statute or other Florida law as recoverable costs of court.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, excluding reasonable attorneys' fees.

SECTION 8. TERMINATION. Both Parties shall have the right to terminate this Agreement at any time without cause with written notice. However, the covenants and obligations of Swim Team contained in this Agreement shall survive termination for acts and omissions which occurred during the effective term of the agreement.

SECTION 9. ENTIRE AGREEMENT. This instrument, together with the attached Exhibits, shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

SECTION 10. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both Parties hereto.

SECTION 11. ASSIGNMENT. Neither the District nor the Swim Team may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. Any attempted assignment without such written approval shall be void.

SECTION 12. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Clay County, Florida.

SECTION 13. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery service or First Class Mail, postage prepaid, to the Parties, as follows:

1. If to Swim Team: Fleming Island High School Swim Team
2025 Highway 16 West
Green Cove Springs, Florida 32043
Attn: Matthew Fetzner, Swim Team Coach

With a copy to: Jeremiah Blocker
Attorney to Clay County School Board
900 Walnut Street
Green Cove Springs, Florida 32043

2. If to District:
The Crossings at Fleming
Island CDD, 2105 Harbor
Lake Dr Fleming Island, FL
32003
Attn: Steve Andersen, District Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the School Board may deliver Notice on behalf of the District and the School Board. Any party or other person to whom Notices are to be sent or copied shall notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 14. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the School Board, both the District and the School Board have complied with all the requirements of law, and both the District and the School Board have full power and authority to comply with the terms and provisions of this instrument.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.


SECTION 18. ACCESS TO RECORDS. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, *Florida Statutes*), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

SECTION 19. FILING. After approval of this Agreement by the respective governing bodies of the School District and the District, and its execution by the duly qualified and authorized officers of each of the Parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court of Clay County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.


[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

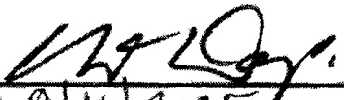
**THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA**

By: 
Dated: 9/4/2025
Erin Skipper, Chairperson

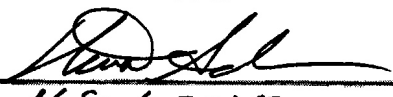
Attest:

By: 
Dated: 9/4/2025
DAVID S. BROSKIE, Superintendent of Schools

Reviewed for legal sufficiency by:

By: 
Dated: 9/4/2025
for JEREMIAH BLOCKER,
Attorney for The School Board of Clay
County, Florida

**THE CROSSINGS AT
FLEMING ISLAND CDD**

By: 
Dated: 4 Sept 2025
Steve Andersen, District Manager

Witness:

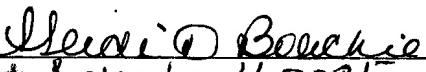
By: 
Dated: September 4, 2025

Exhibit A Swim Team Practice and Meet Schedules
Exhibit B Guidelines for Swim Team

EXHIBIT A



Fleming Island High School

2233 Village Square Parkway
Fleming Island, FL 32003
Phone: (904) 336-7500
Fax: (904) 336-7478

Thomas E. Pittman
Principal

Mark McKinney	Heather Labbe	Brittany Senna	Amy Cannon
<i>Assistant Principal</i>	<i>Assistant Principal</i>	<i>Assistant Principal</i>	<i>Dean of Students</i>

To whom it may concern,

Fleming Island High School Swimming and Diving team requests use of the Eagle Harbor Aquatic Facilities for practice and competition.

The Official Swim and Dive season begins July 31st and extends into mid November annually. Fleming Island High School requests the competitive swim lanes for 2 hours of practice Monday through Friday during this period. Practice times will be coordinated annually with the Eagle Harbor Aquatics Director.

The primary location for practice and sole location for "home" competitions will be the Eagle Harbor Swim Park. Use of Eagle Harbor's Waterfront facility may be allowed for practice late in the season should low water temperatures occur at Swim Park. Approval/coordination with the Eagle Harbor Aquatics director is required prior.

Competitions, or meets, normally last 3-4 hours and are scheduled on weekdays. Fleming Island requests the ability to host a minimum of 4 meets scheduled at Eagle Harbor each season. Fleming Island High School's Head Coach will coordinate the meet schedule with the Eagle Harbor Aquatics Director. Eagle Harbor will provide a Supervisor and Lifeguard for each meet.

Fleming Island High will maintain a minimum of 1 lifeguard, usually the coaching staff, on deck during practice and meets. Athletes are not permitted to enter Eagle Harbor facilities without coaches present. Fleming Island High School is responsible for cleanliness of the facility and for any lost or broken items as a result of practice or swim meets.

Thank you very much for your consideration. We look forward to a continued partnership.

Matthew Fetzner
Fleming Island High School
Swimming and Diving Head Coach
matthew.fetzner@myoneclay.net

EXHIBIT B

Guidelines for Swim Team Usage

- Practice beginning August 11th - mid November when States concludes approx 3p-5p
 - (Practice cannot be prior to sunrise or after sunset due to license).
- If Swim Park hours coincide with swim team practice the dive well is not available for use.
- Organized practices are limited to Swim Park only.
- Eagle Harbor will provide 1 supervisor and 1 Lifeguard for each meet.
- High School Swim practice must have a lifeguard (usually the coach/assistant coach on deck at all times).
- Entry into facility is only permitted when Coach is present
 - EH Lifeguards that are also FIHS swimmers are not permitted to open the facility prior to arrival of coaches.
- Meets take place during the week on mutually agreed upon dates when the facility is already closed to residents, no weekends or weekdays when the pool is still open for residents.
- No use of Swim Park for practice on Monday September 1st (Labor Day).
- Senior night facility rental negotiated outside of the swim team use contract.
- Cleanup of restrooms, pool and pool deck after practices and meets are the responsibility swim team (cleaning supplies will be provided)
- FIHS is responsible for lost or broken items that occur during practice or swim meets.
- Umbrellas and stands are not permitted to be moved unless under staff supervision.
- FIHS swim team coaches are responsible for communicating and enforcing rules to guest team coaches, swimmers and spectators.