

**COPY**AGREEMENT

WHEREAS, INDIAN RIVER COUNTY is the owner and operator of Blue Cypress Park located on Blue Cypress Lake; and

WHEREAS, in order to enforce County regulations at the park, it is necessary to have someone representing the County at the park at all times;

NOW, THEREFORE, in the consideration of the following mutual covenants and agreements INDIAN RIVER COUNTY, FLORIDA, hereinafter called "COUNTY" and JONEAL MIDDLETON, hereinafter called "SUPERVISOR" do agree as follows:

1. COUNTY appoints Joneal Middleton as SUPERVISOR of the Blue Cypress Lake County Park with full authority to enforce rules and regulations as established by this Board for the park.
2. SUPERVISOR shall have the following duties:
  - a. Keep park premises clean and free of all debris and trash.
  - b. Mow grass in park.
  - c. Maintain restroom facilities in a clean and working condition.
  - d. Maintain the following County equipment:
    - (1) 10 x 10 Robin Security Shed: Asset# 7401
    - (2) Snapper Riding Mower: Asset# 13686
    - (3) Echo 2501 Weedeater: SN 122282
    - (4) Myers Jet Pump, SN 16673476
  - e. Ensure 24 hour supervision of the park.
  - f. In the event that the COUNTY opens camping facilities when new wastewater facilities become available, the SUPERVISOR shall then assume the following additional duties:
    - (1) Check all campers in and out of the park and collection of the appropriate fees.
    - (2) Maintain records on all fees collected and pay such fees to the Board of County Commissioners on a monthly basis.
  - g. Pay a \$20/month fee to Indian River County for solid waste collection as generated by the Bait/Tackle Store.
  - h. Provide the COUNTY with a copy of all current insurance certificates as required in paragraph 5 herein.
  - i. Collect all user fees approved by the Board of County Commissioners and transmit such fees to the Public Works Director as directed.
  - j. Notify the County Utility Services Department (770-5300) of any alarms or problems with all utility systems once they are constructed.
3. The COUNTY will be responsible for the following:
  - a. Periodic grading of roads in the camp area.
  - b. Furnishing required equipment as COUNTY shall determine.
  - c. Providing maintenance service for the furnished equipment.
  - d. Providing all institutional and janitorial supplies for COUNTY owned property.

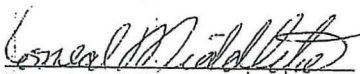
- e. Providing list of COUNTY owned equipment.
4. As consideration for the SUPERVISOR carrying out the duties enumerated herein, the COUNTY authorizes SUPERVISOR to maintain, for his personal benefit, the following on park premises:
  - a. Bait and tackle shop.
  - b. Utility buildings.
  - c. Boat rentals.
5. Both parties agree SUPERVISOR is an independent contractor and not a COUNTY employee. As such, SUPERVISOR agrees to pay all taxes lawfully levied against SUPERVISOR'S business or COUNTY owned land upon which business is conducted; all sales tax, other levies, assessments or taxes; agrees to maintain commercial general liability and automobile insurance, including the COUNTY as an additional insured, with minimum combined single limits of \$500,000 written on an occurrence basis.

The SUPERVISOR shall save, keep and hold harmless the COUNTY, it's officers, agents, employees and volunteers from all damages, costs or expenses in law or equity that may at any time arise from damages to property or personal injury caused by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the SUPERVISOR, any of the SUPERVISOR'S employees or his family, or any subcontractor.

6. SUPERVISOR'S books and records shall be opened to COUNTY inspection and audit at any time.
7. This Agreement shall continue for a period of five (5) years.
8. Either party may revoke this Agreement at any time by giving the other party sixty (60) days notice in writing.
9. COUNTY recognizes that SUPERVISOR is providing a governmental service that COUNTY normally would provide and this Agreement will result in savings of tax dollars to the citizens of Indian River County.


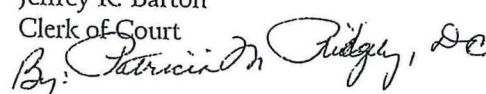
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 22 day of August, 1995.



SUPERVISOR:

  
Joneal Middleton, Supervisor

INDIAN RIVER COUNTY, FLORIDA

By:   
Kenneth R. Macht, Chairman  
Board of County Commissioners

Attest:   
Jeffrey K. Barton  
Clerk of Court  
By: 

Indian River County	Approved	Date
Administration		8/16/95
Budget		8/15/95
Legal		8/16/95
Risk Management		
Department		7/14/95
Division		