

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF GAINESVILLES AND SCHOOL BOARD OF ALACHUA COUNTY FOR JOINT USE OF CAROLYN BEATRICE PARKER ELEMENTARY SCHOOL (fka JJ FINLEY) RECREATION FACILITIES

This FIRST AMENDMENT is entered into this _____ day of _____, 2020 by the CITY OF GAINESVILLE, FLORIDA, a Florida municipal corporation (“CITY”), and SCHOOL BOARD OF ALACHUA COUNTY (“SCHOOL BOARD”), a Florida district school board.

WHEREAS, the CITY and SCHOOL BOARD entered into an Interlocal Agreement for Joint Use of JJ Finley Elementary School Recreation Facilities, dated January 18, 2019, and

WHEREAS, the SCHOOL BOARD has changed the name of the school to Carolyn Beatrice Parker Elementary School, and

WHEREAS, the CITY AND SCHOOL BOARD desire to amend the Agreement accordingly.

NOW, THEREFORE, the parties agree to the following:

1. This Amendment shall become effective upon execution.
2. The name of the park shall reflect the new name of the school and be called Carolyn Beatrice Parker Park.
3. Except as modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment, together with the original Agreement dated January 18, 2019, constitutes the entire agreement between the parties.

SCHOOL BOARD OF ALACHUA COUNTY:

:

Gunnar F. Paulson, Chair

Date: _____

CITY OF GAINESVILLE:

Lauren Poe, Mayor

Date: _____

Approved as to Form and Legality:

Assistant City Attorney

**INTERLOCAL AGREEMENT BETWEEN CITY OF GAINESVILLE AND
SCHOOL BOARD OF ALACHUA COUNTY FOR JOINT USE OF
JJ FINLEY ELEMENTARY SCHOOL RECREATION FACILITIES**

This AGREEMENT is entered into this 18th day of January 2019 by and between the City of Gainesville, a Florida municipal corporation ("City"), and the School Board of Alachua County, a Florida district school board ("School Board").

WITNESSETH:

WHEREAS, Chapter 163, Florida Statutes, authorizes public agencies, including cities and school boards, to enter into agreements to provide services and to jointly exercise the power, privilege, or authority they share in common and which each might exercise separately; and

WHEREAS, the City and School Board wish to coordinate the recreational facilities and activities of the City and School Board in order to prevent duplication and to provide more fully for the recreational needs of the citizens of our City and School Board at the least expense; and

WHEREAS, the School Board recognizes the existence of the City of Gainesville Parks, Recreation and Cultural Affairs Department as an entity within the jurisdiction of City government, and the experience, expertise, staff and abilities of that Parks, Recreation and Cultural Affairs Department to schedule and maintain those recreational facilities; and

WHEREAS, the School Board desires to offer its active recreational facilities at J.J. Finley Elementary School, located at 1912 N.W. 5th Avenue, Gainesville, Florida 32603, as J.J. Finley Park ("Park"), as shown in Exhibit A, for use and benefit of the general public, while retaining control of these facilities; and

WHEREAS, the City is willing and able to provide certain improvements and ongoing maintenance activities of the foregoing Board recreational facilities in perpetuity to ensure that J.J. Finley Park will continue to exist as a park.

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

1. **Term.** This Agreement shall take effect upon execution and shall remain in effect until terminated in accordance with paragraph 6, below.

2. **City's Responsibilities.**

a. The City shall install new playground equipment appropriate for ages 5 to 12, which subject to completion of a planning process and obtaining true cost figures is anticipated to include amenities such as new picnic tables to replace the concrete ones, "Welcome to J.J. Finley Park"

signs subject to School Board approval of design, materials, and locations, and decorative aluminum black fencing 6' in height that restricts access to the majority of the school grounds, outdoor exercise/fitness station, trash/recycling containers, water fountain, benches, small kiosk, small picnic pavilion, replace the backstop on the ball field, and resurfacing the basketball court and painting the overhead structure; and the City shall maintain such grounds and equipment as a neighborhood park.

b. The City shall perform weekly grounds maintenance of the Park, consisting of removing litter, providing and picking up containers for trash and recycling, mowing, and trimming trees and shrubs.

c. The City shall be responsible for the maintenance of the basketball courts by replacing nets, goals and backboards on an as needed basis.

d. The City shall be responsible for mowing the grassed multi-purpose play field a minimum of one time per week during April – October and one time per month in November – March. City will also be responsible for the addition of any landscaping including trees.

e. The City shall be responsible for emptying trash from trash receptacles a minimum of one time per week.

f. The City shall be responsible for maintaining playground area by removing trash and debris one time per week and shall provide an inspection of the play equipment weekly for safety. City will also repair small items on playground such as swing seats and chains and shall maintain the surfacing under the playground on an as needed basis.

3. **School Board's Responsibility**

a. The School Board shall, at no cost to the City except as otherwise provided in this Agreement, allow the general public to use the Park during City park hours in Section 18-19, Gainesville Code, that fall outside of J.J. Finley's school hours. However, the Park will be used for parking by J.J. Finley's Parent Teacher Association (PTA) for UF football home games and occasional school related events. The school will submit dates annually to the City noting those events.

b. The School Board shall be responsible for all water expenses associated with the water fountain.

c. The City will be responsible for the repair and/or replacement of any fencing that may be damaged unless it is the fault of the School Board.

4. **Miscellaneous Matters**

a. The School Board may make capital improvements or additions to the recreational areas, subject to approval by and coordination with the City. However requested additional maintenance by the City will have to be negotiated at the time of these improvements.

b. Any capital improvements made pursuant to this agreement shall become the property of the Board.

5. **Liability.** The Parties shall each be responsible for any and all risks of personal injury and property damage attributable to the acts or omissions of their own officers, employees, servants and agents. The City shall assume liability for injuries or damage occurring at the Park during City park hours outside of J.J. Finley's school hours that are attributable to the general public's use of the Park. The City shall not be liable for injuries or damage occurring at the Park during J.J. Finley's school hours, or for hours outside of City park hours. This provision shall survive the termination of the Agreement. Nothing in this Agreement shall be interpreted as a waiver of either party's sovereign immunity under law.

6. **Default and Termination.** The failure of either party to comply with any provision of this Agreement shall place such party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of fifteen (15) days in which to cure the default. In the event the default is not cured within the 15 day period, this agreement may be terminated.

7. **Notices.** Except as otherwise provided herein, any notice of default or termination, from either party to the other party shall be in writing and sent by certified mail, return receipt requested or personally delivered with signed proof of delivery. The City's and Boards representatives are:

City: Steve Phillips, Director
Parks, Recreation & Cultural Affairs Department
PO Box 490, Station 30
Gainesville, FL 32602

School Board: Tom Cowart, Executive Director of Facilities
Fred C. Silvia Center

3700 NE 53rd Avenue
Gainesville, FL 32609

8. **Amendments.** This Agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

9. **Laws and Regulations.** The parties will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The parties are presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If either party is not familiar with state and local laws, ordinances, code rules and regulations, the party remains liable for any violation and all subsequent damages or fines.

10. **Assignment.** The parties shall not assign, convey, pledge, sublet, or otherwise dispose of, any interest in this agreement and shall not transfer any interest in same, whether by assignment or notation, without the prior written consent of the other two parties.

11. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

12. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

13. **Non Waiver.** The failure of either party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

14. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

15. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

16. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

17. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this agreement by reference.

18. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

19. **Recording of Agreement.** The City, upon execution of this Agreement by all parties, shall record this Interlocal Agreement in the public records of Alachua County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes expressed herein, on the day and year first above written.

ATTEST:


Karen Clarke
Superintendent

SCHOOL BOARD OF ALACHUA COUNTY

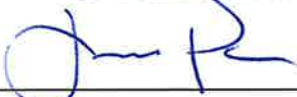

Gunnar F. Paulson, Chair

Date: 10-16-18

ATTEST:


Omichele D. Gainey
City Clerk

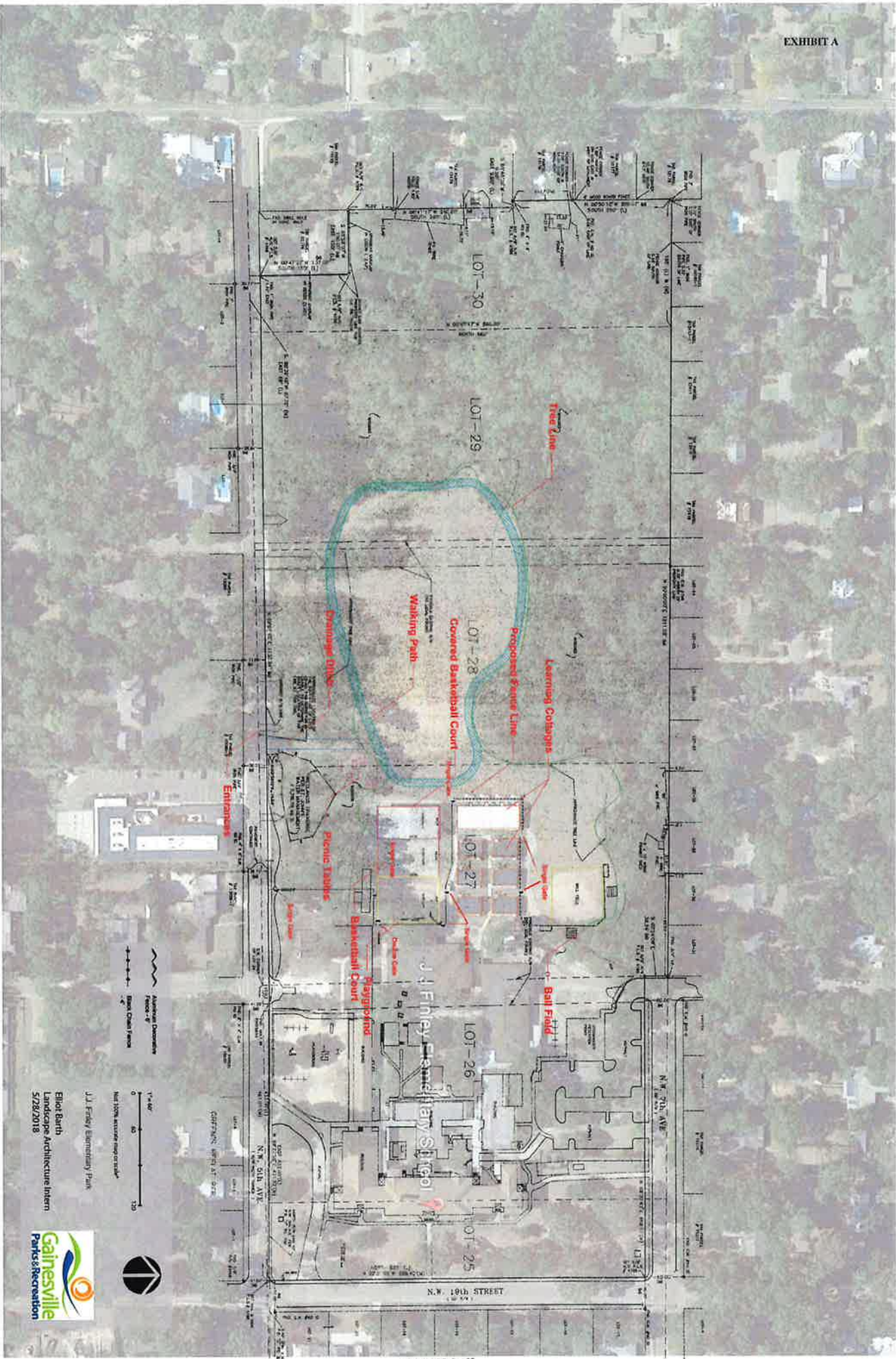
CITY OF GAINESVILLE


Lauren Poe, Mayor

Date: 1-18-19

APPROVED AS TO FORM AND LEGALITY:


City Attorney



J.J. Finley Elementary Park
 Eliot Barth
 Landscape Architecture Intern
 5/25/2018

