

**INTERLOCAL
AGREEMENT BETWEEN
THE CITY OF GAINESVILLE
AND THE SCHOOL BOARD OF ALACHUA COUNTY**

This AGREEMENT is entered into this _____ day of _____, A.D., 2004 by and between The City of Gainesville, a municipal Corporation existing under the laws of the State of Florida, hereinafter referred to as "**City**", and The School Board of Alachua County, hereinafter referred to as "**Board**".

WITNESSETH:

WHEREAS, it is recognized that youth are most at risk for risky or criminal behavior in the unsupervised hours after school is out, and,

WHEREAS, it is recognized that structured, supervised activities after school can positively affect the youths success in school and development of social skills, and,

WHEREAS, the City and Board desire to provide increased recreational and educational opportunities to the youth of Alachua County, and;

WHEREAS, the City and Board desire to cooperate in the development of a middle school after school program, and,

WHEREAS, the City and the Board desire to work together to establish a pilot middle school after school program at **Kanapaha Middle School and Westwood Middle School**, hereinafter referred to as "Program" and attached as Exhibit A,

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

1. City's Responsibilities.

- a. The City shall provide the Program set forth in Exhibit A.
- b. The Program shall be provided during the full school year.
- c. The City shall establish a method of tracking and measuring the effects the Program has on the participants to determine the success of the Program as stated in the program goals in Exhibit A.
- d. The City shall provide the Board with the names of registered participants in order to track and measure the success of the Program.

2. Board's Responsibility

a. The Board shall provide access to the school facilities where the Program is being implemented.

b. The Board shall supply and designate, in its sole discretion, such utilities, office supplies, custodial services, classroom, laboratory, gymnasium space, office space, custodial supplies (paper and cleaning) as are necessary at each school where the Program is being implemented. The City shall not acquire any right, title or interest in and any such utilities, supplies, services or space, etc.

c. The Board will provide personnel to track and measure the effects the Program has on the participants to determine the success of the Program as stated in the Program goals in Exhibit A.

d. At each location where the Program is held, the Principal will work cooperatively with City Staff to ensure success of the Program.

e. The Program, attached, as Exhibit A is the funded and contracted program to be implemented at each chosen school. No other program will be authorized.

3. Term. This agreement shall take effect upon execution and shall terminate on September 30, 2006, subject to funding in subsequent budget years, unless earlier terminated by one or both parties as provided herein.

4. Audit and Records.

a. The City and Board agree to maintain financial records and reports relating to utilization of the Program funds.

b. The City and Board shall retain all records relating to this agreement and the Program for five years after the completion of all work. The parties to this agreement shall make available to each other any and all records relating to this agreement for copying and inspection upon written request. Furthermore, the parties to this agreement shall make any records relating to this agreement and the Program available to any state, federal or regulatory authorities that may wish to review, inspect or copy these records.

5. Assignment. The parties to this agreement 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 party.

6. 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. This provision shall survive the termination of the agreement between the City and the Board. Nothing in this agreement shall be interpreted as a waiver of either party's sovereign immunity under law.

7. 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. Such notification shall make 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. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.

This agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein. In the event funds to finance this agreement become unavailable, the City or Board may terminate this agreement upon no less than twenty-four (24) hours notice, written and delivered to the other party to the agreement. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery.

8. 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 Board's representatives are:

City: Recreation and Parks Director
P.O. Box 490
Gainesville, FL 32602

Board: Sandy Hollinger
Deputy Sup't, Student Support and Curriculum and
Instructional Services
620 E University Ave
Gainesville FL 32601

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

10. Laws & Regulations. The parties to this agreement 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, that party remains liable for any violation and all subsequent damages or fines.

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 supercedes all prior written or oral agreements, understandings, or representations.

19. Recording of Agreement. The City, upon execution of this agreement by all parties, shall file this interlocal agreement in the public records of the City of Gainesville, Gainesville, Florida and with the Clerk of the Circuit Court in Alachua County.

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.

City of Gainesville:

BY: _____

City Manager

APPROVED AS TO FORM:

City Attorney

WITNESS:

By: _____

Print: _____

The School Board of Alachua County

By: Barbara J. Sharpe 10-5-04

Barbara J Sharpe
Chairperson

ATTEST:

W. Daniel Boyd, Jr.

W. Daniel Boyd, Jr. 10-5-04

Superintendent

WITNESS:

By: Carolyn Matheny

Print: Carolyn Matheny

EXHIBIT A

THE TEEN ZONE
Kanapaha Middle School and Westwood Middle School

The Teen Zone program is structured around five-core area, and staff is recruited based on competencies in these areas:

1. *Character and Leadership* – Enables youth to support and influence their club and community, sustain meaningful relationships with others, develop a positive self-image, participate in the democratic process, and respect their culture as well as the culture of others.
2. *Education and Career* – Enables youth to become proficient in basic educational disciplines, apply learning to everyday situations, and embrace technology to achieve success in their careers.
3. *Health and Life Skills* – provides prevention programs specifically developed for middle school youth, which address drug and alcohol, teen pregnancy, and violence prevention.
4. *Sports, Fitness and Recreation* – Develops fitness, positive use of leisure time, skill for stress management, appreciation for the environment and social skills.
5. *The Arts* – Enables youth to develop their creativity and cultural awareness through knowledge and appreciation of the visual arts, crafts, performing arts and creative writing.

This Teen Zone Pilot Program will provide after school programs for 120 children. Children will check in at the after school meeting room when school is dismissed (3:30 pm). Once they arrive, children will check in. There will be a staffing ratio of 1:20 for on-site activities and 1:10 for field trips. The Teen Zone program is offered free of charge to any student who wishes to attend.

Children will then be able to choose from a wide variety of activities, all of which would have been previously requested from the student survey, which circulated at the beginning of the semester. A similar survey is circulated throughout the teaching staff, asking for areas of expertise and experience.

The entire program would run from 3:30 pm – 5:30 pm, Monday – Friday each day school is in session.

The Teen Zone will do much more than just keep youth busy between 3:30 and 5:30. It will help idle school youth learn skills necessary to succeed in life, i.e. organization, teamwork, fiscal management, creativity, workflow, good nutrition, healthy lifestyles, etc. It also helps prepare them to become future leaders.

The key program components of the Teen Zone program include:

Academics
Arts and crafts
Basketball
Career exploration
Character
Leadership/development
Cheerleading

Childcare classes
Communication
Community service
Computer instruction
Cooking classes
Counseling
CPR classes

Dance/step team
Drama classes
Drug, alcohol & pregnancy prevention classes
Environmental education
Esteem building
Exercise and fitness