
**INTERLOCAL AGREEMENT CREATING THE
ALACHUA COUNTY RECREATION COORDINATING COUNCIL**

By and Among

**Alachua County
The School Board of Alachua County
City of Gainesville**

Dated as of March 16, 2004

**INTERLOCAL AGREEMENT CREATING THE
ALACHUA COUNTY RECREATION COORDINATING COUNCIL**

THIS INTERLOCAL AGREEMENT is made and entered into as of March 16 2004, by and among Alachua County, the School Board of Alachua County, and the City of Gainesville.

WITNESSETH:

WHEREAS, the parties are interested in (A) developing a comprehensive, collaborative and sustainable countywide approach to recreation and parks policy, planning, development management and utilization, and (B) studying governance alternatives for the delivery of recreational services to County residents, including the possibility of implementing a dedicated revenue source to fund the provision of recreational services.; and

WHEREAS, the parties believe that this task can best be performed by a separate entity representing their various interests and including representatives from nonprofit organizations providing recreational services, for profit organizations providing recreational services and community-based organizations promoting recreational services; and

WHEREAS, the parties desire to create the Alachua County Recreation Coordinating Council and charge its members with the foregoing tasks;

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, duties and benefits herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINITIONS. The following definitions shall govern the interpretation of this Agreement:

"Act" means Part I of Chapter 163, Florida Statutes.

"Agreement" means this Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Council" shall mean the Alachua County Recreation Coordinating Council, created pursuant to the provisions of this Agreement and the Act.

"Council Member" shall mean the individuals appointed as members of the Council pursuant to Section 4 hereof.

"County" means Alachua County, a political subdivision and charter county of the State of Florida.

"**Fiscal Year**" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Council.

"**Gainesville**" means the City of Gainesville, a municipal corporation of the State of Florida.

"**League of Cities**" means the Alachua County League of Cities.

"**School Board**" means the School Board of Alachua County, a school board duly organized and existing under the laws of the State of Florida.

"**SFCC**" means Santa Fe Community College.

"**State Parks Department**" means the Florida Department of Parks and Recreation.

"**UF**" means the University of Florida.

SECTION 2. CREATION OF COORDINATING COUNCIL. The parties hereby create and establish a coordinating entity to be known as the "Alachua County Recreation Coordinating Council."

SECTION 3. COUNCIL RESPONSIBILITIES. The Council is being established to study, develop and propose a comprehensive, collaborative and sustainable countywide approach to recreation and parks policy, planning, development management and utilization. The analysis will include, but not be limited to the following:

- (A) building a coordinated data base of existing facilities and services, including user information;
- (B) addressing the issues of parks and recreation in a comprehensive, county-wide fashion;
- (C) resolving issues of collaboration, such as standards of liability insurance for all organizations delivering recreational services;
- (D) developing consistent practices for the use of recreational resources; and
- (E) mobilizing public and private funding for specific projects and programs.

The Council will be responsible for demonstrating its value within three years by enhancing coordination and utilization of resources for citizens of the County, as a key first step in building a coordinated system of parks and recreation within the County. Once the Council has established a coordinated approach and developed standards and policies that optimize the use of existing resources, it will be responsible for studying governance alternatives for the delivery of recreational services to County residents, including the possibility of implementing a dedicated revenue source to fund the provision of recreational services.

SECTION 4. APPOINTMENT OF COUNCIL MEMBERS. The Coordinating Council shall be composed of not less than five nor more than twenty-six members appointed in the manner set forth in this Section 4.

(A) The Founding Council Members - The County, Gainesville, School Board, League of Cities, UF, and SFCC - shall each appoint one individual to serve as a Council Member. Other Alachua County municipalities (Alachua, Archer, High Springs, Hawthorne, LaCrosse, Micanopy, Newberry, and Waldo) are encouraged to each appoint one individual to serve as a Council member.

(B) The Founding Council Members shall request non-profit organizations providing or facilitating recreational services in the County to appoint up to four Council Members. By way of illustration but not limitation, such organizations may include the YMCA, Boys and Girls Club, Girls Club and Gainesville Sports Organizing Committee.

(C) Founding Council Members shall request other community-based organizations promoting recreational services in the County to appoint up to four Council Members.

(D) The Founding Council Members shall request for profit organizations providing recreational services in the County to appoint up to four Council Members

SECTION 5. OFFICERS. The Council shall have the following officers:

(A) The Council Members shall elect a chair from their number, who shall serve for a period of one year, or until a successor shall have been duly elected and qualified, whichever is later. No Council Member shall serve as chair for more than two consecutive full terms. The chair shall preside at all meetings of the Council. The chair and the vice-chair shall take such actions, have all such powers and sign all documents on behalf of the Council and in furtherance of the purposes of this Agreement as may be approved by of the Council adopted at a duly called meeting.

(B) The Council Members shall elect a vice-chair from their number, who shall serve for a period of one year, or until a successor shall have been duly elected and qualified, whichever is later. No Council Member shall serve as vice-chair for more than two consecutive full terms. In case of the absence or disability of the chair, the chair's duties shall be performed by the vice-chair. The vice-chair shall perform such additional duties as are authorized by the Council.

(C) The Council Members shall elect a secretary- from their number, who shall serve for a period of one year, or until a successor shall have been duly elected and qualified, whichever is later. The secretary shall be responsible for keeping minutes of all meetings, proceedings and acts of the Council, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Council shall be provided monthly by email to the Founding Council Members. The secretary may also attest to the execution of documents and shall have such other powers as may be approved of the Council adopted at a duly called meeting.

(D) If a vacancy occurs in the office of chair, vice-chair or secretary, the Council shall elect a replacement from one of its members to serve the balance of the unexpired term.

(E) If neither the chair nor vice-chair attends a meeting at which a quorum is present, the Council Members present may elect one of their number to serve as chair pro-tem for that meeting.

SECTION 6. MEETINGS. The Council shall meet on a regular basis at such times and at such places as determined by the Council; provided however, that special meetings may be called by the chair and in his or her absence by the vice-chair.

Special meetings shall be called upon receipt by the secretary of written requests from a majority of the Council Members. Meetings of the Council shall be governed by the substantive provisions of Section 286.011, Florida Statutes (the Florida Government in the Sunshine Law), as the same may hereafter be amended and supplemented, and any subsequently enacted statute succeeding to the functions of Section 286.011. Records of the Council shall be subject to the provision of Chapter 119, Florida Statutes (the Florida Public Records Law).

SECTION 7. QUORUM AND VOTING. A quorum for the transaction of business at any regular or special meeting of the Council shall consist of fifteen of the members of the Council then in office; provided however, that a majority of the Council Members present may act to continue the meeting to any time and date specified in such action. Each Council Member shall be entitled to one vote and no vote by proxy shall be permitted. The affirmative vote of a majority of Council Members present shall be required for any action of the Council.

SECTION 8. TERM OF AGREEMENT. This Agreement shall be effective on the date the last party signs the agreement and shall remain in effect until two of the three signatory parties withdraw their participation in the Agreement. A signatory party may terminate and withdraw its participation in the Agreement for any reason whatsoever after providing the other parties at least thirty (30) days notice of its decision to withdraw from the Agreement.

SECTION 9. DELEGATION OF DUTY. Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the parties or any officers thereof.

SECTION 10. FILING. A copy of this Agreement shall be filed for record with the Clerk of the Circuit Court in and for Alachua County.

SECTION 11. LIABILITY. No Council Member, agent, officer, or official of the Council shall be liable for any action taken pursuant to this Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other Council Member, agent, officer, or official of the Council.

SECTION 12. PROFESSIONAL FEES AND COSTS. Each party shall be responsible for securing its own counsel for representation relative to the negotiation of this Agreement, and all other matters associated with performance, cancellation or closing hereunder, including any mediation, unless otherwise specified herein, and each party shall be responsible for the payment of the fees of its own attorneys, bankers, engineers, accountants, and other professional advisors or consultants in connection therewith unless otherwise specified herein.

SECTION 13. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any party at any time without the prior written consent of the other parties hereto, which consent may be given or withheld in such other parties' sole discretion.

SECTION 14. NON-WAIVER. The failure of any party to insist upon another party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

SECTION 15. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the date such notice is delivered by courier or facsimile transmission or three days after the date mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

County: County Manager
P.O. Box 2877
Gainesville, FL 32602

School Board: Superintendent
The School Board of Alachua County
620 East University Avenue
Gainesville, FL 32601

Gainesville: City Manager
City of Gainesville
P.O. Box 490, Station 6
Gainesville, FL 32602

SECTION 16. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

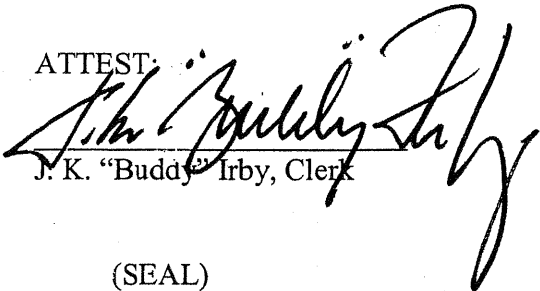
SECTION 17. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties pertaining to the Project and the subject matter hereof and may not be modified orally or otherwise except by written amendments executed by each party hereto.


SECTION 19. BINDING EFFECT. The obligations and covenants of this Agreement shall bind and benefit the successors, personal representatives, heirs and permitted assigns of the parties hereto.

SECTION 20. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

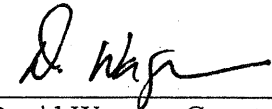
ALACHUA COUNTY, FLORIDA

ATTEST:

J. K. "Buddy" Irby, Clerk

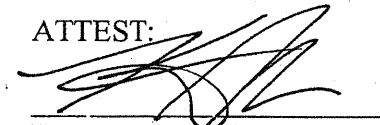
(SEAL)

By: 
Mike Byerly, Chair
Board of County Commissioners

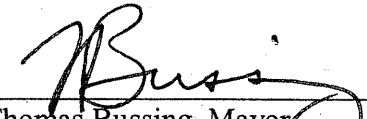
APPROVED AS TO FORM


David Wagner, County Attorney


CITY OF GAINESVILLE

ATTEST:

Kurt Lannon
City Clerk

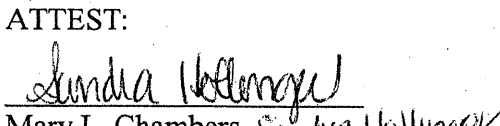
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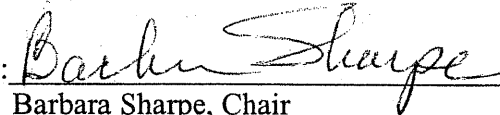
By: 
Thomas Bussing, Mayor

APPROVED AS TO FORM

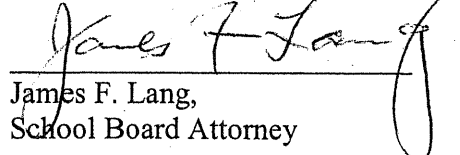

Marion Radson, City Attorney
MAR - 3 2004

THE SCHOOL BOARD OF
ALACHUA COUNTY

ATTEST:

Mary L. Chambers
Superintendent

By: 
Barbara Sharpe, Chair

APPROVED AS TO FORM


James F. Lang,
School Board Attorney

