

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

070436

This AGREEMENT is entered into this ____ day of _____, A.D., 2007 by and between ALACHUA COUNTY, a charter county and a Florida political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "**County**", and the City of Gainesville, a Florida municipal corporation, hereinafter referred to as "**City**".

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 effect the youths success in school and development of social skills, and,

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

WHEREAS, the County and the CITY are authorized by Section 163.01, Florida Statutes to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County, and,

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

WHEREAS, the County and the City desire to work together to establish a pilot middle school after school program at Kanapaha 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. County's Responsibilities.

a. The County shall commit the balance of the FY2007 Program funds in an amount not to exceed \$11,478 towards the FY2008 Program. These funds must be expended prior to September 30, 2007.

b. The County shall budget additional funds for FY2008 in the amount of \$75,000 for the Program.

c. The County shall convey the funds to the City as follows:

(1) The City will submit to the County an invoice summarizing items for which

reimbursement is requested for the FY2007 \$11,478 used to begin the Program. The invoice along with copies of paid invoices from vendors in support of the requested reimbursements shall be submitted to the County prior to October 6, 2007. Invoices will be submitted to:

Public Works Director
P.O. Box 1188
Gainesville, FL 32602-1188

(2) For subsequent payment requests The City shall submit to the County monthly invoices summarizing items for which further reimbursements are requested along with copies of paid invoices from vendors in support of the requested reimbursements. At the end of each fiscal year a final payment request and invoice detailing items purchased shall be submitted to the County on a date in October of each year to be set by the County's Finance and Accounting Department for end of the year submittals.

(3) The County shall reimburse the City for allowable costs in an amount not to exceed \$11,478 in FY2007 and \$75,000 dollars per year for FY2008. All payments will be made to:

City of Gainesville
Billing and Collection, Sta. 47
P.O. Box 490
Gainesville, FL 32602

Payments for all sums properly invoiced will be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Florida Prompt Payment Act") and the Alachua County Prompt Payment Procedure, including the payment of interest on delinquent invoices. The County shall notify the City within five (5) days of receipt of invoice if there are any questions or issues.

2. City's Responsibility.

- a. The City shall work with the School Board to provide the Program set forth in Exhibit A,
- b. The Program shall be provided during the full school year.
- c. The City shall provide monthly Program reports in sufficient detail to make clear to the County the status of the Program its current activities and related costs.
- d. Each year a mid-year written report and an end of year final written report shall be provided to the County. The final report will include but not be limited to detailing the program as it was actually provided, the number of Program staff, the number of participants, activities/classes provided, a revenue/expenditure report, and the results of the tracking method established in the Program

3. **Use of Funds.**

a. All funds contributed by the County and City for the Program shall be used solely for the Program as set forth in Exhibit A.

b. If, at the end of any Fiscal Year there are contributed County funds remaining, these funds shall be returned to the County.

c. Upon termination of the program all equipment purchased with County funds shall become the property of Alachua County and shall be turned over to the County.

d. If it is determined that excess funds are available from the Program these excess funds may be used to supplement the Ft. Clarke Middle School Teen Zone Program. The City shall make a written request for use the excess funds for the Ft. Clarke Middle School program. The written request shall be made to the County Parks Superintendent who shall provide a written response.

4. **Term.** This agreement shall take effect upon execution and shall terminate on September 30, 2008, unless earlier terminated by one or all parties as provided herein. The County has the option to renew the contract for two additional one-year periods.

5. **Audit and Records.**

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

b. The County and City shall retain all records relating to this agreement and the Program for three 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.

6. **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 two parties.

7. **Liability.** The Parties assume any and all risks of personal injury and property damage attributable to the acts or omissions of their own officers, employees, servants and agents. Nothing in this agreement shall be interpreted as a waiver of either party's sovereign immunity under law.

8. **Default and Termination.**

a. The failure of either party(s) to comply with any provision of this agreement shall place the party(s) in default. Prior to terminating this agreement, the non-

defaulting party(s) shall notify the defaulting party(s) in writing. Such notification shall make specific reference to the provision, which gave rise to the default. The defaulting party(s) 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(s) to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.

b. 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 County or City may terminate this agreement upon no less than twenty-four (24) hours notice, written and delivered to the other parties to the agreement. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The County or City will be the sole determinant of availability of their respective funds

9. 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 County's and City's representatives are:

County: Public Works Director
Post Office Box 1188
Gainesville, FL 32602-1188

City: Steve Phillips, Interim Director
Recreation, Parks, and Cultural Affairs Director
P.O. Box 490 Station 24
Gainesville, FL 32602

A copy of any notice hereunder shall also be sent to:

J.K. "Buddy" Irby
Clerk of the Circuit Court
Post Office Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

And to:

Office of Management and Budget
Attn: Contracts
105 SE 1st Avenue, Suite 6
Gainesville, Florida, 32607

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

11. **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 federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the either party is not familiar with federal, state and local laws, ordinances, code rules and regulations, the party remains liable for any violation and all subsequent damages of fines.
12. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.
13. **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.
14. **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.
15. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
16. **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.
17. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.
18. **Attachments.** All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.
19. **Entire Agreement.** This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.
20. **Recording of Agreement.** The County, 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.

ALACHUA COUNTY, FLORIDA

ALACHUA COUNTY, FLORIDA

BY: _____
Paula M. DeLaney, Chair
Board of County Commissioners

ATTEST:

J.K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM:

Alachua County Attorney's Office

CITY OF GAINESVILLE

By: _____
Russ Blackburn
City Manager

APPROVED AS TO FORM:

CITY ATTORNEY

WITNESS:

By: _____

Print: _____

EXHIBIT A

THE TEEN ZONE Kanapaha 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 up to 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	Childcare classes	Dance/step team
Arts and crafts	Communication	Drama classes
Basketball	Community service	Drug, alcohol & pregnancy prevention classes
Career exploration	Computer instruction	Environmental education
Character	Cooking classes	Esteem building
Leadership/development	Counseling	Exercise and fitness
Cheerleading	CPR classes	

Field trips
Football
Gardening classes
Health and life skills
Martial arts
Mentoring
Music instruction
Multicultural & diversity activities

Nutrition classes
Parties & celebrations
Prevention programs
Quiet time
Reading and literacy
Self-defense
Soccer
Softball
Swimming

Team building
Tennis
The arts
Track & field
Tutoring
Values development
Video games
Violence prevention
Water safety

The primary focus of the program is to develop youth in four key areas:

- *A sense of competency – learning what you do well
- *A sense of usefulness - the opportunity to do something of value for others
- *A sense of belonging - developing a place to belong and be accepted
- *A sense of influence – a chance to be heard and influence decisions

Community Service is one of the program components of the Teen Zone. It is related to a sense of usefulness, which is one of the program's focus areas. Community Service provides youth with an opportunity to contribute to the community. It also exposes them to people who are less fortunate. The Middle School years are often a period when youth are quite self-centered. The concept of community service allows them to look beyond themselves and develop some awareness of the needs of others.

Tutoring and mentoring are other components of the Teen Zone. They are related to a sense of competency, which is one of the program's focus areas. The Office of Community Service (OCS), an entity of the Division of Student Affairs at the University of Florida, provides services through a program titled "STAR". Their mission is to provide mentoring services for elementary, middle and high school students from under-served areas of our community. Exemplary students from the University of Florida and committed adults from the community will participate as mentors for the program. Mentors are charged with providing academic assistance, life skills training and recreation activities in order to assist young students in this well-rounded program. The program approaches the development of the student on two different levels: the building of a student/mentor relations and the refinement of team building skills within a career-oriented project. The OCS also provides a program titled "Street Law Program" where youth feel empowered with the basic understanding and practical experience with the law that they will gain via this course. Youth discover the criminal justice through educational interaction with the law students and legal professionals from community and the University of Florida. Students will gain public speaking experience by presenting at their graduation.

Nutrition Class is one of the program components of the Teen Zone. It is related to a sense of usefulness, which is one of the program's focus areas. The Family and Consumer Science Agent of the Alachua County Extension Service will be using University of Florida students from the Family Nutrition Program (FNP) to teach topics which include: basic nutrition, food safety, and planning nutritious meals and snacks according to the USDA Food Guide Pyramid. Programs and learning activities would be presented approximately weekly to the group. Assistance can be given in menu planning for healthy snacks to complement the program. It is the belief that these goals will contribute to the fight against childhood obesity and all the connected health

problems (hypertension, cardiovascular disease, diabetes, etc.) that are recognized as a growing epidemic in this county.

Reading and Literacy are program components of the Teen Zone. They are related to a sense of competency, which is one of the program's focus areas. America Reads will be providing services in this area.

Program Objectives

The goal of *America Reads* is an increase in reading achievement among children in Gainesville that will be facilitated by the development of a sustainable vehicle for training and supporting reading tutors in a variety of community settings. The *America Reads* program will accomplish three specific objectives designed to achieve this goal:

- ◆ Provide one-on-one tutoring to increase reading achievement among students identified as at risk for reading failure.
- ◆ Develop college students as effective community resources.
- ◆ Develop sustainable partnerships between the University of Florida and community entities.

Existing Program Model (*America Reads*) *America Reads* presently serves at-risk elementary and middle school-aged children. Approximately 150 tutors receive federal work-study funds or course credit working as *America Reads* tutors each year. Tutors in the *America Reads* program receive approximately ten hours of initial training and additional follow-up training and supervision throughout the semester. Training in several effective tutoring methods is provided by UF faculty (*America Reads* staff). Instructional methods were selected based on the empirical data that demonstrate their effectiveness in improving literacy. The training in these multiple methods incorporates what research propounds as necessary for effective literacy-based instruction. Tutors are instructed in how to determine which methods would be most appropriate based on individual student needs. In addition, tutors are provided with an overview of effective tutor-student interactions and general suggestions about working with children. Tutors are currently assigned to elementary and middle schools and community after-school centers to tutor at-risk children in reading and math.

Water Safety and swimming are another one of the program components of the Teen Zone. They are related to a sense of competency, which is one of the program's focus areas. Children will learn the basics of how to prevent, recognize, and respond to aquatic emergencies. The best thing anyone can do to stay safe in and around the water is to learn to swim. Always swim with a buddy; never swim alone. Certified instructors will teach children water safety and swimming skills. Children will learn how to watch out for the "dangerous too's"--too tired, too cold, too far from safety, too much sun, too much strenuous activity.

The Violence Prevention Program is comprised of curricula aimed at teaching children pro-social skills based on the belief that violent behavior is learned through

modeling and reinforcement and that these same processes can be used to teach children nonviolence. Our staff teaches specific topics such as conflict resolution, training students in empathy, cooperation, and perspective taking, and teaches a process to help peers settle differences peacefully. We also teach students their responsibility as it relates to the laws of the community. Our staff is qualified in the sharing of information with staff of the Recreation Division and schools and the community in anti-gang interventions. This is vital to preventing gang-related youth violence.

The Substance Abuse Program educates young people about alcohol, tobacco and other drugs and the risks associated with their use. These issues have been a primary feature of our prevention initiatives. Prevention efforts also focus on helping youths develop life skills to help them avoid problems with substance use. We teach youth the perils of substance abuse and their responsibility in making right choices, through refusal skills. We also teach youth about their obligation to adhere to their responsibilities to laws and ordinances.

The Gainesville Police Department will teach both the Violence Prevention Program and the Substance Abuse Program. These programs are part of the Community Resource Office of the agency. The officer assigned to the program is a public education police officer who works primarily with youth in grades k-8.

Contracted Outcomes

Research has demonstrated that middle school youth who are involved in supervised activities are at a significantly reduced risk for pregnancy, substance abuse, and delinquent behavior. The Teen Zone will achieve the following outcomes:

Goal:

80% of youth participating in the program will not have initial or repeated involvement with the juvenile justice system.

Outcome:

We will demonstrate this outcome by receiving reports from our local police department and continued monitoring of the students.

Goal:

80% of students participating in the program will achieve or maintain a grade point average of 2.0 or more, or increase their academic achievement.

Outcome:

Our partnership with the School Board of Alachua County will enable us to compare data listing the student's grade point average at the start of the program, with the data at the end of the academic year. This information would not be transferred to us, just the end statistics.

Goal:

The overall average attendance of program participants will be better than the overall average attendance of non-participants.

Outcome:

Our data records will also keep records of attendance for the academic year.

Kanapaha Middle School	
a. Personnel	154 days
Staff	\$ 46,415
2 Water Safety Program Lifeguards (45 hrs. @ \$6.50/hr.)	\$ 104
Water Safety Program Instructor (45 hrs. @ \$7.00/hr.)	\$ 112
b. Fringe Benefits	
FICA	\$ 359
c. Equipment	
2-way Radios	\$ 1,050
Video Games/Controllers	\$ 1,400
d. Supplies	
Office Supplies	\$ 250
Program Materials and Supplies **	\$ 15,400
Printing and Copies	\$ 410
Advertising	\$ 500
f. Contractual	
Transportation for field trips	\$ 2000
h. Other	
Staff Training and Development	\$ 2,000
Special Events	\$ 3,000
Field Trips	\$ 2,000
TOTAL	\$ 75,000