

071003

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

This AGREEMENT is entered into this _____ day of _____, A.D., 2008 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, the City and Board wish to coordinate the recreational facilities and activities of the City and Board in order to prevent duplication and to provide more fully for the recreational needs of the citizens of our City and Board at the least expense, and

WHEREAS, the 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 Board is desirous of offering its active recreational facilities for maximum public use and benefit while retaining control of these facilities, and

WHEREAS, the City is willing and able to provide certain on going maintenance activities of Board recreational facilities, and

WHEREAS, the A. Quinn Jones School north grounds consists of basketball courts, a playground, parking lot, restrooms and picnic area, (see Exhibit A) and

WHEREAS, the Board and City desire to delineate their respective obligations, duties and responsibilities concerning such a cooperative effort,

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 be responsible for the maintenance of the basketball courts by replacing nets, goals and backboards on an as needed basis.
- b. 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.
- c. The City shall be responsible for emptying trash from trash receptacles a minimum of two times per week.
- d. The City shall be responsible for maintaining playground area by removing trash and debris two times 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.
- e. The City shall be responsible for the repair, replacement and utilities with any sports lighting that may be installed.

2) **Board's Responsibility**

- a. The Board shall be responsible for all water expenses associated with the water fountain and restroom.
- b. The Board will allow City the use of the recreational facilities during agreed upon times that will not interfere with school hours.
- c. The Board will permit the City to schedule the use of these recreational facilities for their organized programs.
- d. The Board will be responsible for the repair and/or replacement of any fencing that may be damaged unless it is the fault of the City.

3) **Miscellaneous Matters**

- a. The Board may make any capital improvements or additions to the recreational areas at their leisure however requested additional maintenance by the City will have to be negotiated at the time of these improvements.

- b. Any capital improvements made during this agreement become the property of the Board.
- c. Either party, based on written notice, to be effective on the last day of the month of August, may accomplish termination of this Agreement, provided that such written notice is serviced prior to June 1st of the year of cancellation.
- d. Any user fee collected by either party in its respective operations of a facility may be retained wholly by that party.

4) **Term.** This agreement shall take effect upon execution and shall be for an initial five (5) year period and will automatically renew for an additional five (5) years.

5) **Audit and Records**

- a. The City and Board shall retain all records relating to this agreement for five (5) years after execution. 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 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 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.

8) Default and Termination

- a. 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 their right shall not be considered a waiver of such right in the event of any further default or non-compliance.

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 City's and Boards representatives are:

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

Board: Ed Gable, Executive Director of Facilities
Fred C. Silvia Center
3700 NE 53rd Avenue
Gainesville, Fl 32609

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 and 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, the party remains liable for any violation and all subsequent damages or 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 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.

BY: _____
Russ Blackburn
City Manager

APPROVED AS TO FORM:

City Attorney

WITNESS:

By: _____

Print _____

School Board of Alachua County

By: _____
W. Daniel Boyd, Jr.
Superintendent

WITNESS:

By: _____

Print: _____