

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is entered into this 17th day of August, A.D., 2010, 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 SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA, a Florida school district, hereinafter referred to as "School Board".

WITNESSETH:

WHEREAS, it is recognized that youth are most at risk for delinquent 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 youth's success in school and development of social skills; and

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

WHEREAS, the parties 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 parties desire to cooperate to provide an after-school program at Kanapaha Middle School and Ft. Clarke Middle School, hereinafter referred to as "Program", a description of which is shown in Exhibit "A", attached hereto and incorporated herein by reference;

WHEREAS, the County was awarded a Fund for Improvement of Education Grant from The U.S. Department of Education (The "Grant") to provide funding for the afterschool program as described herein; and

WHEREAS, School Board agrees to abide by all applicable requirements of the Grant as it relates to their performance and provision of services under this agreement.

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

1. **Term.** This Interlocal Agreement is effective for two (2) years, beginning September 1, 2010, and continuing through August 31, 2012, unless earlier terminated by either Party as provided herein.

2. **County's Responsibilities:**

a. The County shall provide up to \$125,000 per year for the Program. Payments shall be made based on invoices from the School Board. Invoices shall be sent within ten (10) calendar days from the beginning of each month, detailing all Program expenditures for the preceding calendar month.

b. 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. The County shall notify the School Board within five (5) days of receipt of invoice if there are any questions or issues.

3. School Board's Responsibilities:

a. The School Board will operate the Program at Kanapaha Middle School and Fort Clarke Middle School, in conjunction with its Extended Day Enrichment Program, to serve approximately 60 youth per day at each site in after-school hours, Monday through Friday, during the entire 2010-11 and 2011-12 school years. The School Board will provide all facilities, personnel, supplies and equipment for the Program.

b. The School Board will track and measure the effect the Program has on the participants, in order to determine the Program's outcomes as set forth in Exhibit "A".

c. The School Board will provide to the County an annual end-of-year report in writing, no later than October 31. The 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 results of the tracking method established in the Program.

4. Audit and Records.

a. Both Parties agree to maintain financial records and reports relating to utilization of the Program funds.

b. Both parties shall retain all records relating to this Agreement and the Program for three (3) years after the completion of all work. The Parties shall make available to each other any and all records relating to this Agreement for copying and inspection, upon written request. Furthermore, the Parties 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.

Neither Party may assign, convey, pledge, sublet, or otherwise dispose of any interest in this Agreement or transfer any interest in same, whether by assignment or notation, without the prior written consent of the other Party.

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

7. Default and Termination:

a. The failure of either Party to comply with any provision of this Agreement shall place the 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.

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

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 Parties' representatives are:

County: Robert M. Avery
Parks/Open Space Superintendent
Post Office Box 1188
Gainesville, FL 32602-1188

School Board: Sandra Hollinger
Deputy Superintendent
620 E University Ave
Gainesville FL 32601

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

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 will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement.

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 between the Parties concerning the Teen Zone Program, and supersedes all prior written or oral agreements, understandings, or representations.

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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

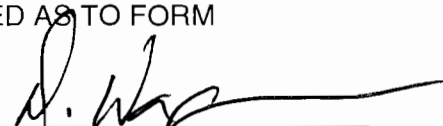
By: _____
Cynthia Moore Chestnut, Chair
Board of County Commissioners

ATTEST:

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM



Alachua County Attorney's Office

**THE SCHOOL BOARD OF
ALACHUA COUNTY, FLORIDA**

By: 
Virginia S. Childs 8-17-10
Chairman

APPROVED AS TO FORM:



School Board Attorney



W. Daniel Boyd, Jr.
Clerk of the Board