



ALACHUA COUNTY SCHOOLS 1817 E. University Avenue, Gainesville, Florida 32601, Phone 904-373-5192

31 March, 1980

TO: Bill Irby, Principal, Alachua Elementary School  
FROM: Fred Sivia, Assistant Superintendent, Facilities  
SUBJECT: AGREEMENT BETWEEN SCHOOL BOARD AND CITY OF ALACHUA FOR  
RECREATIONAL AREA USE

Bill:

Enclosed you will find a copy of the signed agreement between the school board and the city of Alachua for the use of the recreational area located on your school campus.

Request you please maintain this in your files for future reference.

Thank you.

*Fred Sivia*  
FS/b

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AREA CODE 904  
211 N. E. 1<sup>ST</sup> STREET

March 26, 1980

Mr. Fred Sivia  
Assistant Superintendent  
Alachua County School Board  
1817 E. University Avenue  
Gainesville, FL 32601

Re: Agreement between School Board and City of Alachua  
for recreational area use

Dear Fred:

Pursuant to our telephone conversation yesterday, I am enclosing a fully-executed copy of the Agreement between the School Board and the City of Alachua pertaining to the use of certain recreational areas. Please note that an Exhibit A needs to be attached to the Agreement, said Exhibit being the legal description.

If you have any questions regarding this matter, please give me a call.

Best regards,

CHANDLER, O'NEAL, GRAY,  
LANG & HASWELL



James F. Lang

JFL/vdm  
Enclosure

AGREEMENT

THIS AGREEMENT is made and entered into on this 18<sup>th</sup> day of February, 1980, by and between THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA, hereinafter called "Board", and CITY OF ALACHUA, a municipal corporation, hereinafter called "City".

WITNESSETH:

WHEREAS, Board owns a tract of land situate within the corporate limits of City and on which is located the Alachua Elementary School, some portion of said tract of land having been used as a recreational area, a description of which is generally set forth on the attached Exhibit A, and

WHEREAS, City is desirous of installing lights on that portion of the recreation area which shall be used as a softball field in order that the general public, including students at the school, may better achieve full utilization of the field even after dark, and

WHEREAS, the parties hereto wish to agree upon certain duties and responsibilities of each to the other in regard to the use of the recreational area and softball field by the public and the installation of lights thereon by the City.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, and the mutual covenants and promises herein contained, the parties do hereby agree as follows:

1. Board agrees that City may install appropriate lights and lighting fixtures around the softball field that is located on the overall recreational area, but Board, acting through its designated representative, shall have right of review of the nature, type, and exact location of such fixtures and the manner of their installation prior to any of same being actually placed

guy wires, electrical meters and boxes, hookup charges, and all installation costs. Additionally, City shall pay the total cost of electricity for the lights when they are being used by the general public, as opposed to solely school use.

3. City shall maintain and keep clean all areas and facilities used by the general public in and around the recreational area and will provide trash and garbage pickup a minimum of two times a week during the term of this agreement.

4. City will take out and maintain adequate liability insurance to protect Board from suits that may be filed against it by reason of injury to person or property, the amounts of such insurance to be at least equal to those amounts set forth in Florida Statute 768.28. Additionally, City will hold harmless and indemnify Board from any and all liability, damage, or loss that it may sustain or be caused to pay as a result of any accidents or injuries occurring to either person or property at the recreational area when such recreational area is in use by the general public, or when the same may have been caused by any action, inaction, or negligence of the City, its agents, servants, and employees.

5. The parties agree that, generally speaking, the subject recreational area will be open to play by the general public at times other than normal school hours. During such latter times, the general public will not be allowed to play on the recreational area, and City shall post appropriate signs stating the hours during which the recreational area shall be open to the public, and further stating that no alcoholic beverages are to be allowed or consumed on those premises. Provided, however, that for special events, the Board, acting through the principal of Alachua Elementary School, may determine that the recreational area, including the softball field, shall be used exclusively



regard shall be final. However, the principal shall notify the City Manager of the City as soon as possible before such an occasion so that the City may be put on notice as to the non-allowance of the general public in the area at such times.

6. During the term of this agreement, the City shall properly maintain and keep in good repair the overall recreational area where the general public uses same, including proper maintenance, repair, and replacement of the lighting equipment as may be necessary.

7. Any improvements made to or equipment and facilities installed or erected on the premises by City shall remain the property of the City and may be removed by and at the sole expense of the City at any time. However, any landscaping or paving that may be installed shall remain on the property and shall become the property of the Board after the termination of this agreement. The City agrees to leave the site and area in a reasonable state of repair and will correct and repair any damage that may be done to the area by the removal of its property thereupon.

8. The term of this agreement shall be for a period of one (1) year, but it shall automatically renew for terms of one (1) year each unless and until either party shall terminate same. Either party may terminate this agreement by giving six (6) months written notice to the other.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed and their seals affixed the day and year first above written.

Signed, sealed, and delivered  
in the presence of:

THE SCHOOL BOARD OF ALACHUA  
COUNTY, FLORIDA

Betty R. Dampier

Sandra Burgess

CITY OF ALACHUA

By: James A. Harris  
Its Mayor

Attest: Geo. R. Stevens  
City Clerk

(CORPORATE SEAL)