

**INTERLOCAL AGREEMENT #12119 BETWEEN ALACHUA COUNTY
AND SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA FOR JOINT
USE OF THE RECREATION AREA AT THE LAKE FOREST
ELEMENTARY SCHOOL**



THIS INTERLOCAL AGREEMENT is entered into this 19 day of April 2022 by and between **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida (the "County") and the School Board of Alachua County, Florida, located at 620 E. University Avenue, Gainesville, FL 32601 (the "SBAC"). Hereafter, the County and SBAC are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, Section §163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local government entities, including cities and counties, to enter into agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their citizens; and

WHEREAS, the Parties wish to coordinate the use of recreational facilities and activities in order to prevent duplication and to provide more fully for the recreational needs of the citizens of the County and the students of the SBAC, at the least expense; and

WHEREAS, the County's Parks, and Open Spaces Department has the experience, expertise, staff and abilities to schedule and maintain those recreational facilities for public use during non-school hours; and

WHEREAS, the SBAC desires to offer its outdoor active recreational facilities at Lake Forest Elementary School, located at 4401 SE 4th Ave, Gainesville, FL 32641, as Lake Forest Park (the "Park"), as shown in Exhibit A, for use and benefit of the general public during non-school hours, while retaining control of these facilities; and

WHEREAS, the County is willing and able to provide certain improvements and ongoing maintenance activities of the foregoing SBAC recreational facilities in perpetuity to ensure that the Park will continue to exist as a pocket park during non-school hours; and

WHEREAS, the powers and purposes enumerated in this Interlocal Agreement constitute proper governmental purposes for the benefit and welfare of the inhabitants of the Parties. It is hereby found and declared that the programming recommended to accomplish the zero waste/waste reduction/diversion initiatives including financing, acquisition, construction,

improvement, maintenance and operation of related facilities involves the exercise of essential and proper governmental functions.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Interlocal Agreement, and the mutual agreements and covenants herein contained, the Parties agree as follows:

1. **Term** – After execution by the Parties, this Interlocal Agreement shall commence and become effective upon filing as provided in Section #18, below, and continue indefinitely, unless amended, replaced and superseded by another interlocal agreement or terminated as contained herein. Any amendments shall be in writing, signed the Parties, and shall filed as provided in Section #16, below.

2 **County Responsibilities**

2.1 Allocate \$380,000 to improve the Park, to operate as a County Pocket Park. All County improvements will be completed within the first year of the Interlocal Agreement and include:

- 2.1.1 60’ x 80’ metal red iron gable roof open air pavilion over the existing SBAC Playground
- 2.1.2 25’ x 25’ hip design shade structure with galvanized frame over the existing SBAC Ga-Ga pit.
- 2.1.3 Replace existing SBAC swing set with new four bay, eight swing structure with shade incorporated. Provide plastic playground boarder and engineered wood mulch.
- 2.1.4 Sidewalk connection from the existing SBAC sidewalk to the New open air pavilion, swings and Ga-Ga pit.
- 2.1.5 New crushed concrete oval walking track in the field to the north of the kickball field.
- 2.1.6 New benches for the play area, new tables for the open space and new trash receptacles.
- 2.1.7 Provide two water fountains that will be installed, maintained, and operated by SBAC.

2.2 The County shall be responsible for maintaining playground area by removing trash and debris one time per week and shall provide an inspection of the play equipment weekly for safety. The County will also repair small items on playground such as swing seats, check nuts/bolts, remove graffiti, swing chains and shall maintain the safety surfacing under the playground on an as needed basis.

- 2.3 The County shall be responsible for the maintenance of the basketball courts only to the extent of replacing nets, goals, and backboards, as needed.
- 2.4 The County agrees not to make any permanent improvements or additions, or to install any fixtures at or in the Park, without obtaining the prior written authorization of the School Board, which will not be unreasonably withheld. Any changes must be brought to the School Board for a vote. If authorized to be installed, any improvements, additions, or fixtures shall become the property of the School Board.

3 SBAC Responsibilities

- 3.1 The SBAC shall, at no cost to the County except as otherwise provided in this Agreement, allow the general public to use the Parks as follows: Weekdays from 6pm to sunset, Weekends from sunrise to sunset, except as outlined in Section 3.4 below.
- 3.2 The SBAC shall be responsible for all modifications to the existing chain link fencing and gates to provide access to the public and to keep the school secure during school hours.
- 3.3 The SBAC shall be responsible for the total installation of the water fountains and paying for water usage.
- 3.4 Parties agree that the Park and school grounds will be used for after school programs and occasional school related events. SBAC will submit dates in advance to the County. In the event of a conflict in the use during after school hours of the Park and school grounds between the SBAC and the County, the SBAC shall have first priority for its event. The SBAC agrees to maintain school grounds so as to provide safe, usable, clean facilities to the general public during non-school hours. This shall include summer months, outside of the academic school year.

- 4 **Notice.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received: (i) three (3) business days after it is deposited in a United States Postal Service mailbox or (ii) immediately upon personally delivered with signed proof of delivery. For purposes of all notices, the representatives of the County and SBAC are:

County:

Jason Maurer, Parks and Open Space Manager
Parks and Open Space Department
12 SE 1 St, Gainesville, FL 32601
Email Address: jmaurer@alachuacounty.us

Alachua County Public Schools:

Suzanne Wynn, Director of Community Planning
Facilities Department
3700 NE 53rd Avenue Gainesville, FL 32609

Email Address: wynnsm@gm.sbac.edu

A copy of any notice, request or approval to the County must also be sent to:

J.K. “Jess” Irby, Esq., Clerk
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting
dmw@alachuaclerk.org

And to

Procurement Division
12 SE 1st Street
Gainesville, FL 32601
Attn: Contracts
Procurement@alachuacounty.us

5. Default and Termination.

5.1. 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, making specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of 15 calendar 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.

5.1.1. The Manager of the County’s Parks and Open Spaces Department is authorized to provide written notice of default on behalf of Alachua County, and if the condition giving rise to the default is not corrected within 15 calendar days, the County Manager is authorized to provide final termination notice on behalf of the County to SBAC.

5.1.2. The Director of Community Planning is authorized to provide written notice of default on behalf of the SBAC, and if the default situation is not corrected within the allotted time the Director of Community Planning is authorized to provide notice of termination on behalf of the SBAC.

5.2. If the SBAC defaults on any provision of this Agreement or terminates the Agreement within 10 years following the completion of the County’s improvements to the Park, as

provided in section 2.1 above, the SBAC shall reimburse the County a prorated amount of the \$380,000 allocated by Alachua County under section 2.1 of this Agreement. For each year terminated prior to ten years, the SBAC shall reimburse Alachua County \$38,000.

6. 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. The County shall assume liability for injuries or damage occurring at the Park during the hours specified in section 3.1 of this Agreement. The County shall not be liable for injuries or damage occurring at the Park during Lake Forest school hours, SBAC special event hours, for hours outside of County park hours, or for injuries or damage related to the acts or omissions of SBAC, its officers, employees, servants, or agents. The SBAC shall not be liable for injuries or damage occurring at the Park related to the acts or omissions of the County, its officers, employees, servants, or agents. This provision shall survive the termination or expiration of the Agreement. Nothing in this Agreement shall be interpreted as a waiver of either party's sovereign immunity under law.

7. Sovereign Immunity The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. Assignment of Interest Neither party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Interlocal Agreement without prior written consent of the other party.

9. Successors and Assigns. The SBAC and the County each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Interlocal Agreement.

10. Third Party Beneficiaries. This Interlocal Agreement does not create any relationship with, or any rights in favor of, any third party.

11. Severability. If any provision of this Interlocal Agreement is declared void by a court of law,

all other provisions will remain in full force and effect.

12. Governing Law and Venue. This Interlocal Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Interlocal Agreement shall be in Alachua County.

13. Amendments. The Parties may amend this Interlocal Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes.

14. Construction. This Interlocal 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 Interlocal Agreement.

15. Counterpart. This Interlocal Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

16. Recording of Interlocal and Amendments. Upon execution by the Parties hereto, the County shall file a copy of this Interlocal Agreement with the clerk of the circuit court in and for Alachua County, Florida. All subsequent amendments to this Interlocal Agreement, if any, shall be filed with the clerk of court in and for Alachua County, Florida.

17. Entire Agreement. This Interlocal Agreement constitutes the entire agreement and supersedes all prior written or oral understandings or representations, but does not supersede, replace or amend any existing interlocal agreements between the Parties relating to the Park.

18. Electronic Signatures. The Parties agree that an electronic version of this Interlocal Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Interlocal Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Interlocal Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Interlocal Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper

document bearing an original or electronic signature.

19. U.S. Department of Homeland Security E-verify System.

19.1. The Parties shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of this Interlocal Agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

19.2. The Parties shall expressly require any subcontractors performing work or providing services pursuant to the County's agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Interlocal Agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

SCHOOL BOARD OF ALACHUA
COUNTY, FLORIDA

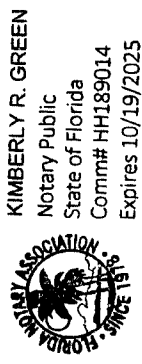
By: Robert P. Hyatt
Name: Robert P Hyatt
Title: Board Chair
Date: April 19, 2022

ATTEST

J.K. "Jess" Irby, Esq., Clerk

ATTEST

Shane L. Andrew
(SEAL)



APPROVED AS TO FORM

Alachua County Attorney's Office

APPROVED AS TO FORM

Francine Turney
SBAC Staff Attorney
Francine Turney

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

BY: Marihelen Wheeler
Marihelen Wheeler, Chair
Board of County Commissioners

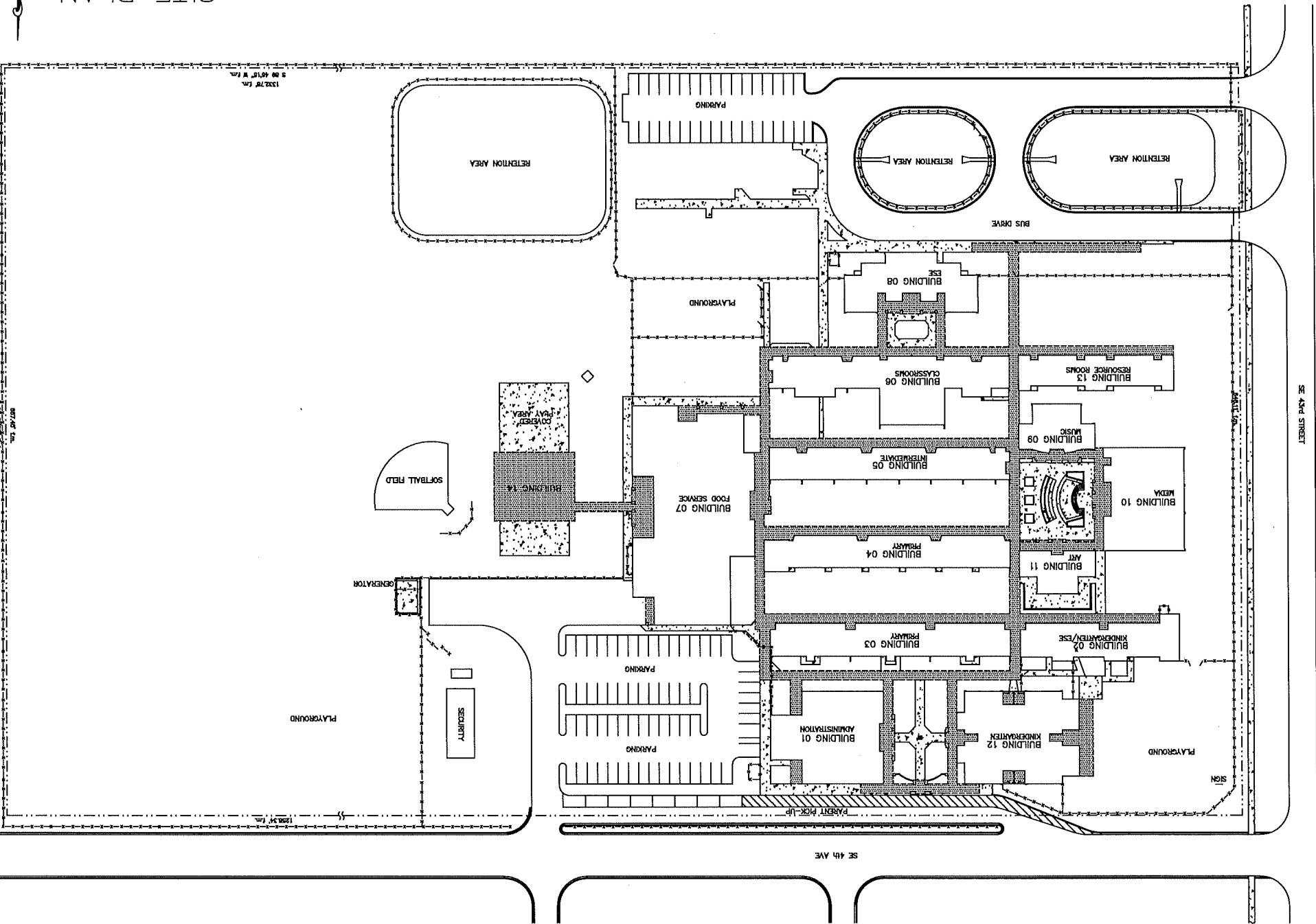
ATTEST:

J. K. "Jess" Irby
J. K. "Jess" Irby, Esq.
Clerk of Court
(SEAL)



APPROVED AS TO FORM

[Signature]
Alachua County Attorney



SITE PLAN

SCALE
40' 0' 40' 80'
FEET



Project title

FISH SITE PLAN

Sheet title

LAKE FOREST ELEMENTARY SCHOOL

4401 SE 4th AVE, GAINESVILLE FL 32641

SBAC

SCHOOL BOARD OF ALACHUA COUNTY
FACILITIES DEPARTMENT
5700 N.E. 2nd Avenue
Gainesville, FL 32609
PHONE (352) 935-7400 ext. 289



5

11/02/10

REVISION DATE:

00055.DWG

FILE NAME:

dates: 09/17/07

scale:

drawn: BKD

checked:

admin. no. 0005