

**INTERLOCAL AGREEMENT  
BETWEEN ALACHUA COUNTY AND  
THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA  
FOR THE MUTUAL CONDUCT OF THE ALACHUA COUNTY TREE  
SPONSORSHIP PROGRAM, NO. 14017**

THIS INTERLOCAL AGREEMENT is made and entered by and between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida (the “County”) and 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**, as trees when planted and maintained near public spaces benefits the public and helps to create safer, healthier, more walkable and livable communities and neighborhoods, and trees growing near the street rights-of-ways, parking lots and buildings absorb harmful pollutants, reduce glare, and help moderate temperatures; and

**WHEREAS**, Alachua County adopted Resolution 18-78 and an accompanying Tree Planting Policy to encourage the planting and sponsorship of trees on property not owned by Alachua County; and

**WHEREAS**, On September 26, 2023, The Alachua County Board of Commissioner’s Chair approved a letter to the School Board of Alachua County requesting support and participation in the Tree Sponsorship Program.

**WHEREAS**, both Parties are interested in entering a relationship whereby the County provides and plants trees on the Property owned by SBAC; and

**WHEREAS**, the County maintains the Alachua County Tree Planting Program in compliance with the Alachua County Tree Sponsorship Policy; and

**WHEREAS**, the SBAC desires to enter into this Agreement and will be responsible for long term care of trees planted by the County on School Board property.

**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 #20, 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 filed as provided in Section #20, below.

**2. Purpose and Limitation of Obligation**

2.1. The purpose of this Interlocal Agreement is to delineate the roles and responsibilities of the Parties in the conduct of the Alachua County Tree Planting Program (the “Program”) as it pertains to the planting and establishment of trees by the County on property owned by the SBAC and follow on long term maintenance of the trees by the SBAC.

2.2. 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 Program on SBAC property involves the exercise of essential and proper governmental functions.

**3. Rights of the SBAC.**

3.1. The School Board hereby grants to the County, its agents, and affiliates, and assigns, a license to enter School Board Properties during normal business hours, with reasonable notice, for the sole purpose of planting and ensuring care to any trees planted by the County for the entirety of the Establishment Period. The Establishment Period shall commence on the day of planting and will continue for 3 years.

3.2. The Parties understand that any trees planted by the County, once planted on the property not owned by the County, become part of the Property, and the SBAC shall have responsibility for long term Tree care. The County has no obligation to maintain any trees planted on the Property but shall provide maintenance care at its own discretion during the Establishment Period.

**4. Rights of the County.**

4.1. The Parties understand that County, County staff, or designated agents under the direction of County staff shall have access to the property for the sole purpose of planting and establishing Trees including watering, trimming, weeding, staking, fertilizing or similar activities, for a period ending 3 years after planting, defined as the Establishment Period.

- 4.2. The County shall provide to the SBAC and plant on SBAC Property, trees in locations and quantities mutually agreed to by the Schools Superintendent or designee (hereinafter collectively “Superintendent”) and County Arborist.
- 4.3. The County Arborist and the Schools Superintendent must agree on the exact locations for each species of tree prior to planting.
- 4.4. The trees will be appropriate, high-quality shade trees for the site’s location and conditions. If the Schools Superintendent does not agree to the tree species or the recommended planting locations offered by the County Arborist, the County may terminate this Agreement in accordance with the terms and conditions herein.
- 4.5. The County is granted a license to enter the SBAC Property for the purpose of planting the trees and, in its discretion, maintaining the trees through watering, weeding, staking, fertilizing, and pruning of the trees, as determined necessary by the County Arborist for good growth and structure of the Trees. This license is for the duration of the Establishment Period for each tree planted, unless otherwise terminated.
5. **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 City are:

County: Alachua County, Director of Environmental Protection  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
Email Address: [shofstetter@alachuacounty.us](mailto:shofstetter@alachuacounty.us)

ACPS: School Board of Alachua County, Florida  
620 E. University Avenue,  
Gainesville, FL 32601  
Email Address: [wynnsn@gm.sbac.edu](mailto:wynnsn@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 1<sup>st</sup> Street  
Gainesville, FL 32602  
ATTN: Finance and Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And to

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
Attn: Contracts  
[Procurement@alachuacounty.us](mailto:Procurement@alachuacounty.us)

6. **Default and Termination.** The failure of either party to comply with any provision of this Interlocal Agreement will place that party in default. The party claiming default will notify other party in writing. This notification will make specific reference to the provision which gave rise to the default. The defaulting party will have 7calendar days to cure the default or to submit a plan to cure acceptable to the other party. The Director of the Alachua County Environmental Protection Department is authorized to provide written notice of default on behalf of Alachua, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to SBAC. The Superintendent 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 Superintendent is authorized to provide notice of termination on behalf of the SBAC. Neither party may terminate this Interlocal Agreement for convenience (i.e., without cause).
  
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. Nothing in this Agreement shall be interpreted as a waiver of either party's sovereign immunity under law.
  
8. **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
  
9. **Public Records** The Parties acknowledge that they are subject to the requirements of the §119.0701, Florida Statutes and shall maintain records and documents in accordance with same

10. **Responsibility for Own Actions.** Each party assumes any and all risks of personal injury and property damage with respect to the willful or negligent acts or omissions of its officers, employees, and agents while acting within the scope of their respective employment. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions, and agencies to be sued; or (3) a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
11. **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.
12. **Successors and Assigns.** The Parties 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.
13. **Third Party Beneficiaries.** This Interlocal Agreement does not create any relationship with, or any rights in favor of, any third party.
14. **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.
15. **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.
16. **Attachments.** All exhibits attached to this Interlocal Agreement are incorporated into and made part of this Interlocal Agreement by reference.
17. **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.
18. **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.
19. **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.

- 20. Recording of Interlocal and Amendments.** Upon execution by the Parties hereto, the SBAC 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.
- 21. 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 solid waste or recycling.
- 22. 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.
- 23. Background Screening.** The parties acknowledge that the requirements of the Jessica Lunsford Act, Section 1012.465, Florida Statutes (“the Act”) and SBAC policies are applicable to SBAC. The County agrees to cooperate with the SBAC to obtain compliance with such requirements, including fingerprinting/background screening. Any County employee, representative or agent (collectively “representative”) who (1) has a disqualifying offense, or (2) does not meet the background screening requirements, or (3) refuses a background screening, shall not be permitted to enter ACPS property while students are present. If an exemption to the fingerprinting and background screening requirements of the Act applies, The County representatives will be subject to a search of their name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under Section 943.043, Florida Statutes, and the national sex offender public registry maintained by the U.S. Department of Justice. In the alternative, the County representative(s) (1) with a disqualifying offense, or who (2) does not meet the background screening requirements, or (3) who refuses a background screening, will be at all times under direct supervision of an employee of the County who does meet the above-mentioned requirements.

**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 written above.

ALACHUA COUNTY, FLORIDA

School Board of Alachua County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mary C. Alford

Name: Diyonne McGraw

Title: Chair Alachua Board

Title: Chair Alachua County Public Schools

Of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

ATTEST

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

\_\_\_\_\_  
(SEAL)

(SEAL)

APPROVED AS TO FORM

APPROVED AS TO FORM

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Alachua County Attorney's Office

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Alachua County School Board Attorney