

**INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND  
ALACHUA COUNTY SHERIFF'S OFFICE FOR THE IMPLEMENTATION  
OF SCHOOL ZONE SPEEDING ENFORCEMENT, NO 14669.**

THIS INTERLOCAL AGREEMENT is made and entered into this 14, OCTOBER, 2025 by and between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida ("County") and the SHERIFF OF ALACHUA COUNTY ("ACSO"). Hereafter, the County and ACSO are collectively referred to as the Parties.

**WITNESSETH:**

**WHEREAS**, Alachua County possesses Home Rule powers as a charter county pursuant to Article VIII, Section I(g), Florida Constitution, and Florida Statutes<sup>1</sup> §125.01; and

**WHEREAS**, the Board of County Commissioners is the governing body in and for Alachua County; and

**WHEREAS**, the ACSO is a bona fide law enforcement agency with county wide jurisdiction and a public agency as defined under Florida Statutes §163.01; and

**WHEREAS**, Florida Statutes §163.01, 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, privilege or authority to provide public services that will advance the general health, safety and welfare of their residents which such agencies share in common and which each might exercise separately; and

**WHEREAS**, The County acknowledges that speed violations in school zones present a real hazard not only to the general public's health, safety and welfare, but also specifically to children who are arriving at or departing from school; and

**WHEREAS**, The County, as evidenced at a public hearing, supports the installation and operation of speed detection systems in certain school zones within the jurisdiction of the County and has incorporated this evidence by reference into Alachua County Ordinance 2024-17. The County may authorize the installation of speed detection systems consistent with Alachua County Ordinance 2024-17, as it may be amended; and

**WHEREAS**, Florida Statutes §316.0776 provides for the placement of speed detection systems in school zones; and

**WHEREAS**, ACSO is willing to provide law enforcement support for such a program utilizing its personnel and equipment.

**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:

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<sup>1</sup> All referenced statutes are the version on the date of signing and as amended.

### **Section 1: Purpose**

The purpose of this Interlocal Agreement is to establish a collaborative effort between the County and ACSO to enforce speed limit laws around public-school campuses during designated hours.

The powers and purposes enumerated in this Interlocal Agreement constitute proper governmental purposes for the benefit and health, safety and welfare of the citizens of Alachua County. It is hereby found and declared that the programming recommended to accomplish the enforcement of traffic laws using a speed detection system in school zones involves the exercise of essential and proper governmental functions.

**Section 2: Definitions** The definitions governing this interlocal are established by Florida Statutes §316.003, §316.0083, §316.1895, §316.1896, §316.1906, §316.640 and County code, as may be amended.

**Section 3: Limitation of Obligation of Parties.** Each party's respective personnel will meet, as needed, to cooperatively perform the tasks described in this Interlocal Agreement as set forth below.

### **Section 4: Duties of the County**

**4.1** The County will coordinate with ACSO and their contractor/vendor to conduct, a no less than 30-day, countywide public awareness campaign notifying the public of the school zone speed detection program implementation and speed detection system deployment locations and date of activation.

**4.2** The County will, after evidence is received in accordance with Section 5.5, schedule, notice and conduct a hearing when a petitioner elects to request a hearing to contest a notice of violation in accordance with the hearing procedures per Florida Statutes §316.0083(5) and §316.1896.

**4.3** The County will provide a Clerk to the hearing officer for each hearing.

**4.4** The County will conduct a monthly Code Enforcement Magistrate hearing at which a contested notice of violation can be heard.

**4.5** The County will receive all paid fines collected by the contractor/vendor, less the amount that is specified in the contract to be retained by the contractor/vendor, and disburse in accordance with Florida Statute §§316.1896(5) (a), (c) and (d). Any remaining funds will be disbursed to ACSO to be used in accordance with §§316.1896(5) (b) and (e).

**4.6** The County will, with support from ACSO and their contractor/vendor, submit a report and present data collected during the 6-month phase-in period at a County regular or special meeting. The report will include the number of violations, contested violations, citations, self-test logs, any significant safety issues observed, personnel time invested and revenue evaluation.

**4.7** The County will present, with support from ACSO and their contractor/vendor, the annual summary report at a County regular or special meeting for consideration of approval, by the County, to submit the summary report to the Florida Department of Highway Safety and Motor Vehicles in accordance with Florida Statutes §316.0776 and §316.1896.

**4.8** The County will, on or before December 31<sup>st</sup> of each year:

(1) Submit pursuant to Florida Statutes §316.1986(15) written notice documenting that all recorded video or photograph obtained via the speed detection system used to document violations of Florida Statutes §316.1895 and §316.183, in possession of the County, were destroyed 90 days after the final disposition of the recorded event unless required to be maintained in accordance with Florida law.

(2) Submit pursuant to §316.1896(16) a report to the Department of Highway Safety and Motor Vehicles.

**4.9** The County will communicate and coordinate with ACSO and their contractor/vendor for the administration of the speed zone detection system program and any adjustments.

**4.10** At the end of the 6-month phase-in period at a County regular or special meeting, the County will consider and decide to either continue or discontinue the school zone speed detection program for the remainder of the contract/agreement, as may be amended.

### **Section 5: Duties of ACSO**

**5.1** ACSO will procure and enter into agreement with a contractor/vendor for the school zone speed detection system equipment, signage placement, construction, installation, deactivation, removal and required insurance to carry out services consistent with the implementation and support of the provisions of Florida Statutes §316.0776, §316.1895, §316.1896 and §316.008 and County code.

**5.2** ACSO and the contractor/vendor will seek approval from all relevant governmental authorities having authority or jurisdiction over the designated school zones regarding equipment, signage placement, construction, installation, maintenance, repair, and removal which will include compliance with all permit applications.

**5.3** ACSO and their contractor/vendor will support the County in conducting a, no less than 30-day, countywide public awareness campaign notifying the public of the school zone speed detection program implementation and speed detection system deployment locations and date of activation. During those initial 30 days, warnings may be issued to the registered owner of the vehicle captured for the school speed zone infraction with no fine imposed.

**5.4** ACSO, as established in the contract with the contractor/vendor, will be the first point of contact for the school zone speed detection program.

**5.5** ACSO, as established in the contract with the contractor/vendor, will provide the County with the evidence of the violation if a petitioner elects to request a hearing to contest a notice of violation in accordance with the hearing procedures per Florida Statutes §316.1896.

**5.6** ACSO will use funds received from the County, pursuant to Section 4.5, first towards administering the school crossing guard recruitment and retention program in accordance with Florida Statutes §316.1896(5)(e) and then all remaining funds will be used to administer the speed detection systems in school zones and other public safety initiatives in accordance with Florida Statutes §316.1896(5)(b).

**5.7** ACSO and their contractor/vendor will submit a report with data collected during the 6-month phase-in period to be presented at a County regular or special meeting. The report will include the

number of violations, contested violations, citations, self-test logs, any significant safety issues observed, personnel time invested and revenue evaluation.

**5.8** ACSO and their contractor/vendor will submit to the County, no later than December 1<sup>st</sup> of each year:

(1) Written notice documenting that all recorded video or photograph obtained via the speed detection system used to document violations of Florida Statutes §316.1895 and §316.183, in possession of ACSO and their contractor/vendor, were destroyed 90 days after the final disposition of the recorded event unless required to be maintained in accordance with Florida law.

(2) Data to document the following:

(a) School name and level, location, geocoordinates and directional approach, times of activation, school zone speed limit and posted speed limit, date of activation/deactivation of the school zone speed detection systems.

(b) Number of notices of violations issued, contested, upheld, dismissed, paid and converted to uniform traffic citation.

(c) Other statistical information related to the procedures for enforcement.

**5.9** ACSO and their contractor/vendor will support the County presentation of the annual report at a County regular or special meeting to consider the approval, by the County, to submit the summary report to the Florida Department of Highway Safety and Motor Vehicles in accordance with Florida Statutes §316.0776 and §316.1896.

**5.10** ACSO and their contractor/vendor will ensure County access to all related records of the speed zone detection system program and will communicate and coordinate with the County for the administration and any adjustments.

**Section 6: Financing Plan Apportionment of Costs.**

**6.1** It is anticipated the annual operating costs of the school zone speed detection system will be fully funded by the program revenue.

**6.2** During the 6-month phase-in period of the program the County and ACSO will document their costs of administering their obligations enumerated in this Interlocal Agreement.

**Section 7: Effective Date and Term of Agreement.**

**7.1** After execution by the Parties, this Interlocal Agreement shall commence and become effective upon filing. The initial term of this agreement shall be 3 years.

**7.2** At the end of the 6-month phase-in period identified in Section 4.6, 5.7 and 6.2 the Parties shall have the option of terminating this agreement if the County or ACSO determines the speed zone detection program has not been successful. If the Parties do not terminate this agreement, it shall remain in effect for the remainder of the 3 years.

**7.3** The Parties have the option to extend the Term of this Interlocal Agreement for additional 3-year periods, or such other period as mutually agreed upon by the Parties, under the same terms and

conditions. All extensions shall be in writing, signed by the County and ACSO and shall be filed as provided below.

**Section 8: 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, or personal delivery, 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 the purposes of all notices, the representatives of the County and ACSO are:

County:  
County Manager  
12 SE 1st Street,  
Gainesville, FL 32601

ACSO:  
Undersheriff Josh Crews  
2621 SE Hawthorne Road  
Gainesville, FL 32641

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

And to:  
Procurement Division  
12 SE 1st Street  
Gainesville, FL 32601  
ATTN: Contracts

**Section 9: Default and Termination.** The failure of any party to comply with any provision of this 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 (7) days to cure the default or to submit a plan to cure acceptable to the other party. The County Manager is authorized to provide written notice of default on behalf of the County, 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 Alachua County. The Sheriff or their designee is authorized to provide written notice of default on behalf of ACSO, and if the default situation is not corrected within the allotted time the Sheriff or their designee is authorized to provide notice of termination on behalf of ACSO. No party may terminate this Interlocal Agreement for convenience.

**Section 10: Sovereign Immunity.** The Parties intend to avail themselves of the benefits of Florida Statutes §768.28 and §163.01(9)(a), and of other statutes and the common law governing

sovereign immunity to the fullest extent possible. In accordance with Florida Statutes §163.01(5)(o), therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representatives or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representatives and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in Florida Statutes §768.28. 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.

**Section 11: Assignment of Interest.** No party to this agreement may assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Interlocal Agreement without prior written consent of the other party.

**Section 12: Successors and Assigns.** The County and ACSO each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Interlocal Agreement.

**Section 13: Third Party Beneficiaries.** This Interlocal Agreement does not create any relationship with, or any rights in favor of, any third party.

**Section 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 under the terms of this agreement.

**Section 15: Governing Law and Venue.** This Interlocal Agreement is governed and construed in accordance with the laws of the State of Florida. The sole and exclusive venue for all actions arising from or related to this Interlocal Agreement shall be in Alachua County.

**Section 16: Attachments.** All exhibits attached to this Interlocal Agreement are incorporated into and made part of this Interlocal Agreement by reference.

**Section 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 Florida Statutes §163.01(11).

**Section 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 all Parties have substantially contributed to the preparation of this Interlocal Agreement.

**Section 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.

**Section 20: 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 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.

**Section 21: Entire Agreement.** This Interlocal Agreement constitutes the entire agreement and supersedes all prior written or oral understandings or representations

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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**

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

Charles S Chestnut, IV., Chair

Board of County Commissioners

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

**ATTEST**

**APPROVED AS TO FORM**

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

\_\_\_\_\_  
Alachua County Attorney's Office

(SEAL)

**ALACHUA COUNTY SHERIFF**

By:           *Chao Scott*          

Print:           CHAO S. SCOTT          

Title:           SHERIFF          

Date:           9/10/25          

**APPROVED AS TO FORM**

          *Michael Backen*          

General Counsel

Alachua County Sheriff's Office