

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
ALACHUA COUNTY & GILCHRIST COUNTY
MAINTENANCE RESPONSIBILITIES FOR COUNTYLINE ROAD**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (“Alachua County”) and Gilchrist County, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (“Gilchrist County”) who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, Alachua County and Gilchrist County are authorized by Section 163.01, Florida Statutes, to enter in to 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 their counties; and

WHEREAS, Alachua County and Gilchrist County previously entered into an Interlocal Agreement dated January 5, 2009, regarding the maintenance responsibilities for Countyline Road (“Interlocal Agreement”), a copy of which was recorded in the Official Records of Alachua County, Florida on March 4, 2009; and

WHEREAS, the purpose of the Interlocal Agreement was for the Parties to have a mutual written agreement regarding maintenance for specific portions of common roads in order to insure that redundant maintenance does not occur and the resources of both counties are used to the best affect for the citizens of each county; and

WHEREAS, the term of the Interlocal Agreement was for a period of ten years after the Interlocal Agreement’s effective date; and

WHEREAS, the Parties desires to amend, renew and restate the Interlocal Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Alachua County and Gilchrist County mutually agree to the terms of this Agreement, as follows:

1. **Term** – Pursuant to 163.01(11), Florida Statutes, this Agreement shall be deemed effective after its execution by the Parties and the recording of this Agreement by Alachua County in the public records of Alachua County (“effective date”) and remain in effect until terminated as provided for herein.
2. **Maintenance Duties of Gilchrist County** – Gilchrist County shall have and perform the following duties, obligations, and responsibilities to Alachua County:
Gilchrist County shall maintain segments of Countyline Road listed below at the quality and frequency with Gilchrist County maintains other roads:
 - A. Starting at intersection of Countyline Road and State Road 26 and continuing approximately 4.5 miles south; and

- B. Starting at intersection of Countyline Road and State Road 26 and continuing approximately 0.25 miles north.

3. **Maintenance Duties of Alachua County** – Alachua County shall have and perform the following duties, obligations, and responsibilities to Gilchrist County:

Alachua County shall maintain the segments of Countyline Road listed below at the quality and frequency which Alachua County maintains other roads.

- A. Starting at intersection of Countyline Road and NW 78th Avenue and continuing north to Mile Post 2.984 (currently unpaved portion); and
- B. Starting at Mile Post 2.984 on Countyline Road and continuing north to intersection for Countyline Road and NW 182nd Avenue (currently paved portion).

4. **Capital Improvements -**

- A. Each county shall promptly notify the other county of any planned capital improvements to any portion of the roads which are common to both counties. This notification will be deemed “prompt” if there remains sufficient time for substantial input on the project.
- B. The county proposing a capital improvement to any portion of the roads which are common to both counties shall supply plans, permits, or exemptions to permits, stormwater pollution prevention plans, and any other related documents upon request by the other county.
- C. Before the implementation of capital improvements to any portion of the roads which are common to both counties, each county must separately verify that the improvement is in the best interest of their counties.

5. **Termination –**

- A. **Voluntary:** Either county may terminate this Agreement, without cause, by first providing written notice to the other county. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date is not specified in the notice, then the effective date of termination will be 180 calendar days after the day the notice of termination is received by the non-terminating county. The Alachua County Manager is authorized to provide notice of termination on behalf of Alachua County. The Gilchrist County Administrator is authorized to provide notice of termination on behalf of Gilchrist County.
- B. **Default:** The failure of a county to comply with any provision or condition of this Agreement will place the other county in default. Prior to terminating this Agreement under this provision, the non-defaulting county will notify the other county in writing of the nature of the default. The notification of default will make specific reference to the actions or inactions giving rise to the default. The county alleged to be in default, will have thirty (30) calendar days from the date of the receipt of the notification of default to cure the default reference in the notification. The Alachua County Manager is authorized to provide notice of default on behalf of Alachua County. The Gilchrist County Administrator is authorized to provide notice of default on behalf of Gilchrist County. If the default is not corrected within the allotted time, this Agreement may be terminated upon written final termination notice sent by either the Alachua County Manager or the Gilchrist County Administrator, respectively on behalf of their county. If such occurs, the effective date of termination of this Agreement will be the date specified in the final termination notice.

6. **Force Majeure** - The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

7. **Notice** – Except as otherwise provided in this agreement, any notice of default or termination from either Party to the other Party must be (1) in writing and sent by certified mail, return receipt requested to the address below or (2) by personal delivery with receipt to the address below:

<u>Alachua County:</u> Alachua County Attn: County Manager 12 SE 1 st Street Gainesville, FL 32601	<u>Gilchrist County:</u> Gilchrist County Attn: County Administrator 209 S.E. First Street Trenton, FL 32693
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9. **Indemnification and Insurance** - Each county represents that it is self-funded or insured for liability insurance. Each county assumes any and all risk of personal injury, including death, and property damages, including destruction of property, attributable to the negligent acts or omissions of its officers, employees, contractors, subcontractors, and agents in the performance of this Agreement. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of Alachua County or of Gilchrist County, beyond the waiver provided in Section 768.28, Florida Statutes.

10. **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.

11. **Non-Wavier** – The failure of any Party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

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

13. **Governing Law and Venue** - This Agreement is governed in accordance with the laws of Florida and venue for any legal action will be in a court of competent jurisdiction in and for Alachua County, Florida. Each county agrees to bear its own attorneys' fees and costs.

14. **Amendments** - This Agreement may only be amended by a mutual written agreement of the Parties.

15. **Counterparts** - This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

16. **Electronic Signatures** - The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures.

17. **Original Interlocal Agreement** - As of the effective date of this Amended and Restated Interlocal Agreement, the Interlocal Agreement between the Parties dated January 5, 2009, a copy of which was recorded on March 4, 2009, in Official Records Book 3861, Page 2278, Public Records of Alachua County, Florida, shall be considered null and void.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____
Marihelen Wheeler, Chair
Board of County Commissioners
Date: _____

ATTEST

Approved as to form:

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

Alachua County Attorney's Office



GILCHRIST COUNTY, FLORIDA

By: *William "Bill" Martin*
William "Bill" Martin, Chair
Board of County Commissioners
Date: *8/15/22*

ATTEST

Todd Newton
Clerk of Court
Print: *TODD Newton*

Approved as to form:
[Signature]
Gilchrist County Attorney