

Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

February 18, 2009

MEMORANDUM

To: Ken Fair
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the Board of County Commissioners
on January 27, 2009 & Received by Contracts February 6, 2009**

Attached please find a copy of the document referenced below which was approved by the Board on the date referenced above.

GILCHRIST, COUNTY OF

Interlocal Agreement for Maintenance Responsibilities for Countyline Road

Term: January 5, 2009 – January 4, 2019

(Option to be extended)

Amount:

**Account: 341-7910-541.63-00 Expense
341-7910-133.30-00 Revenue**

Please forward this document to the vendor and keep a copy for your file.

Thank you for your assistance.

Enclosure

cc: Finance & Accounting
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362

1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430

E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

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Mar 04, 2009 11:02 AM
BOOK 3861 PAGE 2278
J. K. "BUDDY" IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK13 Receipt # 400766

INTERLOCAL AGREEMENT
ALACHUA COUNTY & GILCHRIST COUNTY
MAINTENANCE RESPONSIBILITIES FOR COUNTYLINE ROAD

This agreement is entered into this 5th day of January, 2009 between Alachua County, a charter county and political subdivision of the state of Florida, by and through its Board of County Commissioners, hereinafter referred to as "**ALACHUA COUNTY**," and Gilchrist County, political subdivision of the state of Florida, by and through its Board of County Commissioners hereinafter referred to as "**GILCHRIST COUNTY**."

WITNESSETH:

WHEREAS, ALACHUA COUNTY and GILCHRIST COUNTY are authorized by §163.01, Florida Statutes, to enter into 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 have roads in common which separate these counties and are bisected by the county line; and

WHEREAS, ALACHUA COUNTY and GILCHRIST COUNTY wish to come to a mutual agreement to provide maintenance for specific portions of these 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, this agreement seeks to define the rights and obligations of both counties in providing maintenance for these common roads.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term** – Pursuant to §163.01(11), Florida Statutes, this agreement shall be deemed effective upon the recording of this agreement by ALACHUA COUNTY in the public records of Alachua County and shall continue if full force and effect for ten years after the date of



recording unless terminated under this agreement. The counties may extend the term of this agreement through an amendment approved by both counties.

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 the segments of Countyline Road listed below at the quality and frequency which it maintains other roads.

2.1. Starting at intersection of Countyline Road and State Road 26 and continuing approximately 4.5 miles south; and

2.2. Starting at intersection of Countyline Road and State Road 26 and continuing approximately .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 it maintains other roads.

3.1. Starting at intersection of Countyline Road and NW 78th Avenue and continuing north to Mile Post 2.984 (currently unpaved portion); and

3.2. Starting at Mile Post 2.984 on Countyline Road and continuing north to intersection of Countyline Road and NW 182nd Avenue (currently paved portion).

4. **Capital Improvements**

4.1. 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.

4.2. 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.

4.3. 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

5.1. Voluntary – Either county may terminate this agreement without cause by first providing written notice to the other county at least 180 calendar days prior to the termination date.

The Alachua County Manager and the Gilchrist County Administrator are authorized to provide written notice of intent to terminate on behalf of their respective counties.

5.2. Default – The failure of a county to comply with any provision of this agreement will place that county in default and will subject this agreement to possible termination. Prior to terminating the agreement, the non-defaulting county wishing to terminate will notify the county in default in writing. This notification will make specific reference to the actions or inactions by the county in default giving rise to the default. The county in default will have 30 calendar days after the receipt of the notification to cure the default referenced in the notification. The Alachua County Manager and the Gilchrist County Administrator are authorized to provide written notice of intent to terminate due to default on behalf of their respective counties. If the default situation is not corrected within the allotted time, the Alachua County Manager and the Gilchrist County Administrator are authorized to provide final termination notice on behalf of their respective counties.

6. Notice – Except as otherwise provided in this agreement, any notice of default or termination from either county to the other county must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, and ALACHUA COUNTY and GILCHRIST COUNTY representative are:

ALACHUA COUNTY:

Wm. David Cerlanek, County Engineer
Alachua County Public Works
P.O. Box 1188
Gainesville, FL 32602-1188

GILCHRIST COUNTY:

Ron McQueen
Gilchrist County Administrator
209 S.E. First Street
Trenton, FL 32693

INSTRUMENT # 2487992 7 PGS

7. **Temporary Suspension** – Acts of God

- 7.1. Acts of God, events which are outside of control of humans and for which no one can be held responsible and which cannot be prevented, will give rise to temporary suspension of duties under this agreement.
- 7.2. In the event of an act of God, either county will be excused from performance if the non-performance was caused, either directly or indirectly, by the act of God.
- 7.3. The county wishing to have its duty to perform temporarily suspended under this section shall give the other county prompt written notice of the act of God and the effect of the event on the county's ability to perform.
- 7.4. The temporary suspension of performance due to an act of God shall last no longer than the length of the event plus a reasonable time thereafter for the county to remedy the physical damages or return to normal operations.
- 7.5. The county whose obligations have been temporarily suspended due to an act of God shall promptly and in good faith take all reasonable action required in order to commence performance of duties under this agreement.

8. **Indemnification and Insurance** – Each county represents that it is self-funded or insured for liability insurance in accordance with § 768.28 Florida Statutes. Each county assumes any and all risks of personal injury (including death) and property damages (including destruction) attributable to the negligent acts or omissions of its officers, employees, servants, and agents thereof in the performance of this agreement.

9. **Sovereign Immunity** – Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of ALACHUA COUNTY or of GILCHRIST COUNTY beyond the waiver provided in § 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 Waiver** – 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. **Governing Law and Venue** – This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

14. **Amendments** – The parties may amend this agreement only by mutual written agreement of the parties.
15. **Attachments** – All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.
16. **Third Party Beneficiaries** – This agreement does not create any relationship with, or any rights in favor of, any third party.
17. **Counterparts** – This agreement may be executed in any number of and by the different parties hereto 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
18. **Construction** – This agreement shall not be construed more strictly against one county than against the other merely by virtue of the fact that it may have been prepared by one of the counties. It is recognized that both counties have substantially contributed to the preparation of this agreement.
19. **Entire Agreement** – This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

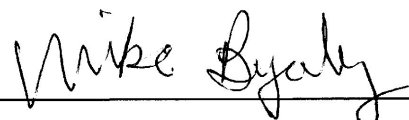
IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

ATTEST:

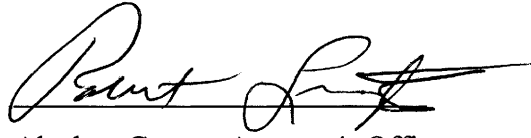

J.K. "BUDDY" JRBY, CLERK

By:

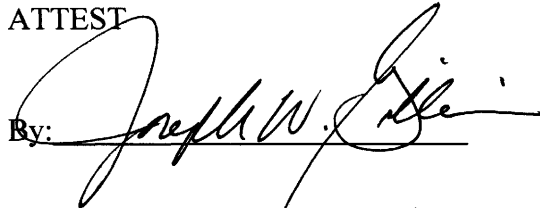

Board of County Commissioners, Chair
MIKE BYERLY, CHAIR

APPROVED AS TO FORM

Witness to Chair


Alachua County Attorney's Office

ATTEST

By: 

Print: Joseph W. Gilliam

Title: Clerk of Court

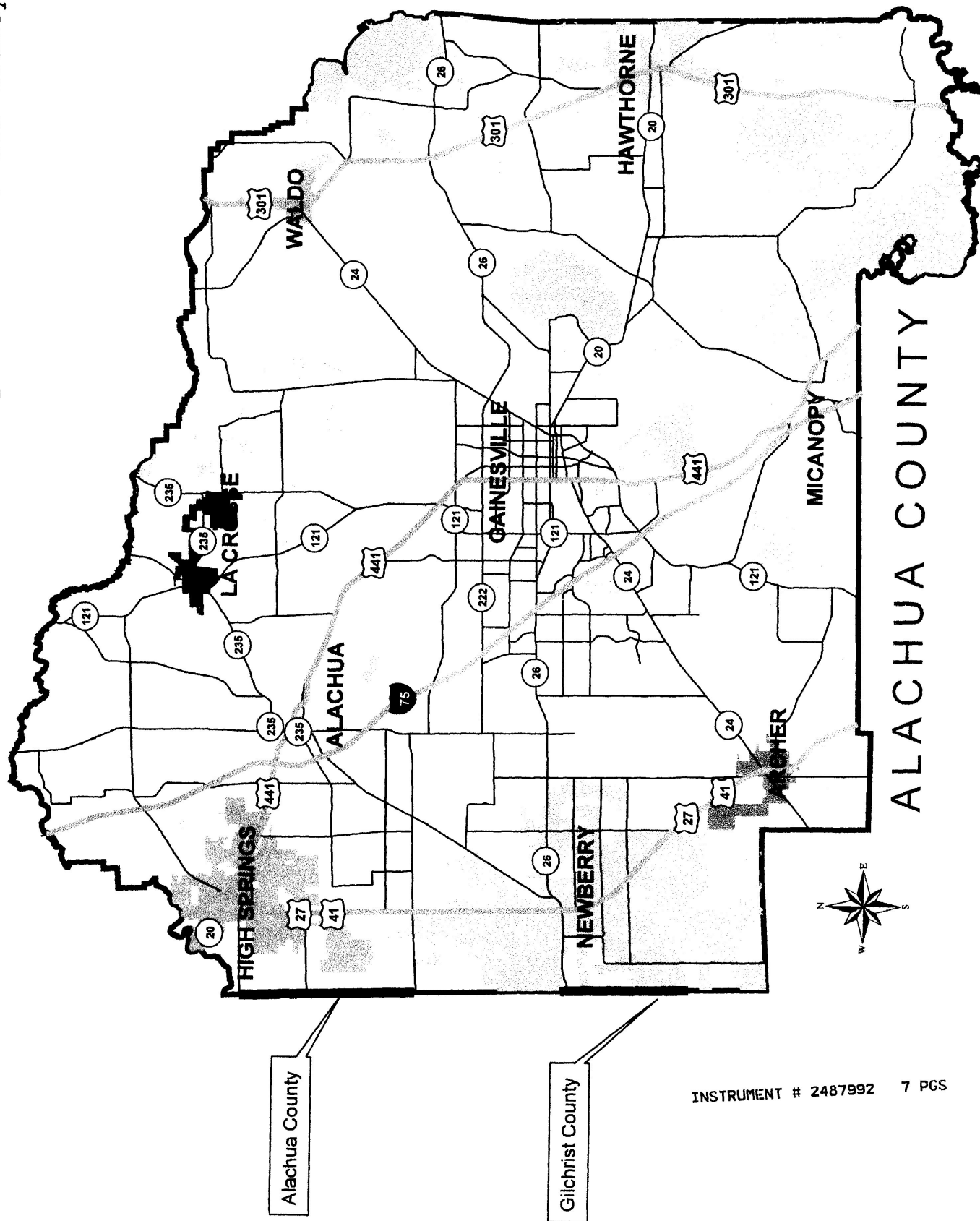
GILCHRIST COUNTY

By: 

Print: Tommy Langford
Chairman

Title: GC Board of County
Commissioners

INSTRUMENT # 2487992 7 PGS





Alachua County Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

January 27, 2009 Regular BOCC Meeting
Agenda Item #31

Title

Countyline Road interlocal agreements with Gilchrist County: Countyline Road Maintenance Agreement (Amended)

Amount

\$336,000.00

Description

Request to give presentation of Countyline Road maintenance and surface treatment interlocal agreements for approval and signature by the chair; presentation of resolution for unanticipated revenues and accompanying budget amendment for adoption by the Board

Recommendation

Approve the interlocal agreements of Countyline Road maintenance and surface treatment and authorized the chair to sign; adopt resolution for unanticipated revenues and accompanying budget amendment

Alternative(s)

Reject the interlocal agreements and resolution and give staff further direction

Requested By

Richard Hedrick, 374-5245 ext 211

Originating Department

Public Works

Attachment(s) Description

N/A

Documents Requiring Action

1) Interlocal Agreement: Alachua County & Gilchrist County Maintenance Responsibilities for Countyline Road; 2) Interlocal Agreement: Alachua County & Gilchrist County Surface Treatment of Countyline Road; 3) Resolution for unanticipated revenues; 4) Budget amendment

Executive Summary

The Alachua County Board of County Commissioners directed staff to negotiate agreements with the Gilchrist County Commission related to the maintenance and surface treatment of Countyline Road. Staff presented draft agreements to the Gilchrist County Board of County Commissioners. The Gilchrist County Board approved the interlocal agreements and authorized their chair to sign the agreements. These agreements are now before the Alachua County Board of County Commissioners for approval and signature.

Background

Countyline Road (298th Street) is shared in common between Alachua County and Gilchrist County and bisects the county line. The Gilchrist County Commission and citizens requested that Alachua County surface treat SW 298th Street (Countyline Road) using Alachua County crews, materials and equipment and that the counties share the cost of the project. At the August 23rd Alachua County Board Meeting, the Commission directed staff to 1. Negotiate two interlocal agreements with Gilchrist County: (1) Surface treatment of SW 298th Street "Alachua County will surface treat SW 298th Street (Countyline Road) using Alachua County crews, materials & equipment and Alachua & Gilchrist Counties will share the cost, and (2) Formalize on-going maintenance responsibilities; and 2. Fund Alachua County's share of cost from Transportation Trust Fund. Staff drafted interlocal agreements and presented the agreements to the Gilchrist

County Commission on November 3, 2008. The Gilchrist County Commission approved the agreements and authorized the chair to sign the agreements. Gilchrist County returned signed the interlocal agreements to Alachua County for approval, signature and recording. The Gilchrist County Commission also expressed its gratitude to the Alachua County Commission for its willingness to partner with Gilchrist County on this project and to Alachua County staff for their work.

Issues

The interlocal agreements require the approval of the Board and the signature of the chair to go into effect. To properly adjust the Transportation Trust Fund budget for this fiscal year, the Board should approve the resolution for unanticipated revenues and the budget amendment.

Fiscal Recommendation

Approve interlocal agreements and accept reimbursement for half of the actual expenditures for the surface treatment project (up to \$118,000) from Gilchrist County

Fiscal Alternative(s)

N/A

Funding Sources

Gilchrist County and Transportation Trust Fund

Account Code(s)

Revenue: 341-7910-133.30-00; Expense: 341-7910-541.63-00

Attachment: [countyline road budget amendment 0001.pdf](#)

Attachment: [Gilchrist Co Interlocal Maintenance Final.pdf](#)

Attachment: [countyline unanticipated revenues.pdf](#)

Attachment: [Gilchrist Co Interlocal Resurface Final.pdf](#)