

**INTERLOCAL AGREEMENT BETWEEN
SUMTER COUNTY AND MARION COUNTY
ROAD OWNERSHIP AND MAINTENANCE OF CR 102**

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of _____, 2025, by and between **Sumter County**, a political subdivision of the State of Florida, and **Marion County**, a political subdivision of the State of Florida;

WHEREAS, counties possess Home Rule powers pursuant to Article VIII, Florida Constitution and Section 125.01, Florida Statutes;

WHEREAS, counties are authorized to enter into interlocal agreements pursuant to Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969";

WHEREAS, the counties, through their respective public works departments, provide road and rights-of-way maintenance services on their respective public rights-of-way;

WHEREAS, certain roads and road rights-of-way within the counties fall within shared corporate boundaries of the counties;

WHEREAS, Chapter 7 of Florida Statutes provides for the Sumter County and Marion County boundary line as follows: the township line dividing townships seventeen and eighteen south;

WHEREAS, the centerline of the right-of-way of Sumter County Road (CR) 102, also known as Marion County SE 180th Street, lies along this county boundary line; and

WHEREAS, the parties to this Agreement find it is beneficial to the property owners of each county fronting Sumter CR 102, also known as Marion County SE 180th Street (a portion of), between the eastern right-of-way of United States Highway 301 (Hwy 301) and the eastern right-of-way of Sumter CR 101, to clearly delineate road maintenance responsibility of said ROAD.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Sumter County and Marion County agree that this Agreement will result in better and more efficient maintenance of ROAD and the counties agree as follows:

1. **Incorporation of Preamble.** The Preamble above is true and correct and incorporated into this Agreement as if fully set forth herein.
2. **ROAD and Right-of-way Maintenance Responsibilities.**
 - a. Sumter County agrees to assume all responsibilities, as provided in Florida Statutes, for right-of-way needs for that portion of the ROAD and ROAD right-of-way from the western right-of-way alignment of Sumter CR 103 east to the ROAD

termination near the eastern right-of-way alignment of Sumter CR 101.

- b. Marion County agrees to assume all responsibilities, as provided in Florida Statutes, for right-of-way needs for that portion of the ROAD and ROAD right-of-way from the eastern right-of-way alignment of Hwy 301 to the western right-of-way alignment of Sumter CR 103, excepting out the railroad crossing and railroad right-of-way as is provided for in Section 335.141, Florida Statutes.
 - c. Each county agrees that all responsibilities include, but are not limited to, right-of-way permitting; maintenance such as mowing, tree trimming, debris removal, asphalt repair, road repaving and reconstruction, traffic signage and striping; and addressing stormwater or drainage needs for their respective portion of ROAD without demand for payment, reimbursement, or proportionate share from the other county.
 - d. Each county shall perform its right-of-way responsibilities per its adopted standards and may seek to enter into an agreement with the other to provide such maintenance, including capital improvements, from time to time to promote the most cost-effective and efficient use of time and resources.
3. **Entire Agreement.** This Agreement comprises the entire agreement between the parties concerning its subject matter.
4. **Term of Agreement.** This Agreement shall become effective upon its adoption, and its term shall run so long as the respective counties own their respective portions of ROAD, unless earlier terminated by mutual agreement of the parties.
5. **Termination of Agreement.** Either party may terminate this Agreement at any time upon delivery of a notice of termination to the other party not less than one (1) year prior to the proposed date of termination. A party delivering a notice of termination may, in such party's sole discretion, revoke such notice of termination at any time prior to the effective date of termination.
6. **Dispute Resolution.** The parties agree to resolve disputes related to the interpretation or performance of this Agreement in accordance with Chapter 164, Florida Statutes.
7. **Notices.** All notices, consents, approvals, waivers, and elections that any party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the addresses set forth below or as either party may otherwise designate in writing.

If to: Sumter County
Attn: County Administrator
7375 Powell Road
Wildwood, FL 34785

If to: Marion County
Attn: County Administrator
601 SE 25th Ave.
Ocala, FL 34471

Notices, consents, approvals, waivers, and elections will be deemed given when received by the party intended.

8. **Sole Benefit.** This Agreement is solely for the benefit of the parties, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors and assigns.
9. **Authority.** The parties each represent and warrant to the other its respective authority to enter into this Agreement, and each party acknowledges the validity and enforceability of this Agreement. The parties hereby represent, warrant, and covenant that this Agreement constitutes a legal, valid, and binding contract enforceable by the parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.
10. **Enforcement.** This Agreement shall be enforceable by the parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance.
11. **Periodic Review.** During the term of this Agreement, the respective County Administrators may meet annually to discuss and resolve any issues or concerns related to it.
12. **Amendments.** Any party may propose amendments at any time. Proposed amendments must be in writing and approved by each party's boards.
13. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall be solely and exclusively in a state court of competent jurisdiction in the Fifth Judicial Circuit of the State of Florida.
14. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

15. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to discuss it with an attorney fully. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
16. **Waiver.** Any party's waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
17. **Counterparts.** This Agreement may be executed in a number of identical counterparts, and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
18. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be construed as material provisions of this Agreement or to limit any provisions hereunder.
19. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
20. **Miscellaneous.** Whenever the context requires, all words in this Agreement of one gender shall be deemed to include the other gender.
21. **Attorney's Fees and Costs of Enforcement.** In the event a suit is commenced to enforce this Agreement, each party shall bear their own costs of said suit, including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals, and in any bankruptcy proceeding or administrative proceeding.
22. **Official Filing.** In accordance with Fla. Stat. 163.01, this Agreement, and any subsequent amendments thereto, shall be filed with the Clerk of Circuit Court for Sumter County and the Clerk of Circuit Court for Marion County—each county bearing its own recording costs.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below.

**Marion County
Board of County Commissioners**

**Sumter County
Board of County Commissioners**

**Kathy Bryant
Chairman**

**Donald Wiley
Chairman**

Date

Date

Deputy Clerk

Deputy Clerk