



CITY OF BELLEVUE AND MARION COUNTY INTERLOCAL AGREEMENT

Resurfacing Project of SE 102nd Place and SE 52nd Court

THIS AGREEMENT made and entered into this 18 day of March, 2025, by and between the **City Of Bellevue, Florida**, a municipal corporation, (hereafter referred to as the "City") and **Marion County, Florida**, a political subdivision of the State of Florida, (hereafter referred to as the "County").

WITNESSETH;

WHEREAS, the City and the County are authorized by Florida Statutes to enter into interlocal agreements to accomplish public purposes such as are set forth herein-below; and

WHEREAS, the County has suggested that municipalities request that certain road resurfacing projects be funded with proceeds from the Second Local Option Gas Tax (GT2) or sales tax; and

WHEREAS, the City has been tentatively awarded FM 453543-1 Bellevue to Greenway Trail Design funding of \$265,000 and Construction funding of \$868,700 by the Florida Department of Transportation; and

WHEREAS, FM 453543-1 Bellevue To Greenway Trail Project involves County roadways as well as City roadways; and

WHEREAS, the City is requesting that the County oversee FM 453543-1 Bellevue to Greenway Trail as a sponsor agency; and

WHEREAS, City is requesting County fund the non-reimbursable activities of resurfacing including raising of manhole tops to proposed surface elevations of SE 102nd Place (from US 441 to SE 52nd Court) and SE 52nd Court (from SE 105 Place to SE 102nd Place).

WHEREAS, upon final completion of the construction and acceptance of the resurfacing project the City will assume maintenance responsibilities for the portions of SE 102 Place (from the current City/County line to SE 52nd Court) and SE 52nd Court (from SE 102nd Place to SE 104th Place); and

WHEREAS, the remaining portions of the above described roadway segments of this project are already maintained by the City.

NOW THEREFORE, in consideration of the agreements, promises and covenants set herein and other good and valuable consideration, the parties agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated into this agreement, as fully as if set forth in their entirety here.



Certified A True Copy
of 6 page document
this 10 day of Apr 2025
GREGORY C. HARRELL
Clerk of Court and Comptroller
[Signature] D.C.

SECTION 2. DEFINITIONS. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context indicates otherwise.

“*Agreement*” means this Interlocal Agreement for the referenced project as it may from time to time be modified.

“*Plans and Specifications*” means those documents and drawings prepared by the Office of the County Engineer for the design, permitting and construction of the safety improvements.

“*non-reimbursable activities*” means activities associated with only resurfacing and raising of manhole tops

“*Resurfacing*” means removal and replacement of a portion of asphalt along SE 102 Place, and overlay on SE 52nd Court

SECTION 3. GENERAL DESCRIPTION OF CONSTRUCTION PROJECT

3.1 FM 453543-1 Belleview to Greenway Trail may include the addition of a shared use path, sidewalks, and other pedestrian related infrastructure

3.2 Resurface SE 102nd Place from US 441 to SE 52nd Court with manhole adjustments. Appropriate depths and replacement depths to be determined during the design process

3.3 Resurface SE 52nd Court from SE 105th Place to SE 102nd Place. Appropriate overlay depth to be determined during the design process

3.4 Upon final completion of construction of 3.2, 3.3, and city acceptance, the **County** shall prepare right of way documents and shall turn over to the **City** the right of way(s) of the road segments listed under 3.2 and 3.3 that are currently under the **County’s** ownership and jurisdiction.

3.5 No right of way acquisition is anticipated to be necessary.

SECTION 4. FUNDING

4.1 The Resurfacing portion of the project shall be funded by the County utilizing the Local Option Gas Tax or Sales Tax as determined appropriate by Marion County. These funds shall have been allocated in the County’s 5-year Transportation Improvement Program (TIP). FM 453543-1 Belleview to Greenway Trail is tentatively programed by The Florida Department of Transportation.

4.1.1 County funding or responsibility:

4.1.1.1 The County shall be responsible for any expenses that may be incurred when developing ROW described in section 3.4.

4.1.1.2 The County shall provide survey, design, construction ready plans, permitting as needed, bid documents, construction, testing, and inspection for the project. In the event that FM 453543-1 Belleview to Greenway Trail is not funded, County will develop resurfacing only plans that adhere to 3.2 and 3.3 above.

4.1.2.3 The County shall construct or cause to be constructed, at its expense, the resurfacing at an estimated cost of \$400,000 inclusive of construction and administrative costs/services, and within five years or concurrent with activities of 3.1 above

4.1.3 City Funding or responsibility:

4.1.3.1 Upon final completion and acceptance of the construction of the resurfacing project, which shall not be unreasonable withheld, the City will assume maintenance responsibilities for the portions of SE 102 Place (from the current City/County line to SE 52nd Court) and SE 52nd Court (from SE 102nd Place to SE 104th Place).

4.1.3.2 The City will reimburse County for all unfunded activities resulting from 3.1 above (excluding 3.2 and 3.3) and the County's management of FM 453543-1 Belleview to Greenway Trail project. Including but not limited to, costs associated with any future audits by the grant agency.

SECTION 5. FM 453543-1 BELLEVIEW TO GREENWAY TRAIL

5.1 The County shall become the sponsor agency for the FM 453543-1 Belleview to Greenway Trail project.

5.1 By execution of this agreement, The City shall entrust the County with all decision-making authority associated with execution of the Local Funding Agreement (LFA) between the County and The Florida Department of Transportation. Further, the County shall coordinate with the City when applicable on design related components for county consideration, however, the County will manage and steer the project as the sponsor agency.

5.2 City shall be responsible to review the proposed plans and provide comments to the County within two weeks after receipt of plans. All other design related feedback outside of plan review shall be responded to within 48 hours.

SECTION 5. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

5.1 This agreement is solely for the benefit of the formal parties herein, and no right or cause of actions shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 6. ASSIGNMENT

6.1 This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement nor the rights and obligations to another party without written consent of the other party hereto.

SECTION 7. INDEMNIFICATION

7.1 Neither party hereto waives sovereign immunity except that consistent with all applicable State law, including, but not limited to Chapter 768, Florida Statutes, the parties agree to hold each other harmless for the negligent acts of itself, its officers, agents, and employees, but only to the extent permitted by law.

SECTION 8. TERM

8.1 This agreement shall become effective upon being filed with the Clerk of the Circuit Court of Marion County, Florida, and shall remain in effect for a period not to exceed five (5) years.

SECTION 9. ENTIRE AGREEMENT

9.1 This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

SECTION 10. AMENDMENT

10.1 This Agreement may be amended by mutual written consent of the parties. Any amendment to this Agreement shall become effective upon being filed with the Clerk of the Circuit Court of Marion County, Florida.

SECTION 11. NOTICES

11.1 All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, postage prepaid and addressed as follows:

County

Marion County
601 SE 25th Avenue
Ocala, FL 34471-2690
Attention: County Administrator

With copy to: Mathew (Guy) Minter, Esq.
601 SE 25th Avenue
Ocala, FL 34471-2690

City

City of Belleview
5343 SE Abshier Blvd.
Belleview, FL 34420
Attention: City Administrator

With copy to: Frederick E. Landt, III
City Attorney
Post Office Box 2045
Ocala, FL 34478

SECTION 12. VALIDITY OF AGREEMENT

12.1 Each party represents and covenants to the other its respective authority to enter into this Agreement, and acknowledge the validity and enforceability of this Agreement. The **City** hereby represents, warrants and covenants to and with the **County** that this Agreement has been validly approved, that it has been fully executed and delivered by the **City**, that it constitutes a legal, valid and binding contract enforceable by the **County** against the **City** in accordance with its terms, and that the enforceability hereto is not subject to any impairment by the applicability of any public policy or police powers. The **County** hereby represents, warrants and covenants to and with the **City** that this Agreement has been validly approved, that it has been fully executed and delivered by the **County**, that it constitutes a legal, valid and binding contract enforceable by the **City** against the **County** in accordance with its terms, and that the enforceability hereto is not subject to any impairment by the applicability of any public policy or police powers.

SECTION 13. TIME OF ESSENCE

13.1 Time is hereby declared of the essence to the lawful performance of the duties and obligations.

SECTION 14. APPLICABLE LAW

14.1 This Agreement and provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 15. NOTICE OF DEFAULT

15.1 Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.

SECTION 16. RECORDATION

16.1 The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Marion County, Florida at the **County's** expense.

SECTION 17. SEVERABILITY

17.1 If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To the end this Agreement is declared severable.

IN WITNESS WHEREOF, the **City** and the **County** have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which shall be considered an original executed copy of this Agreement.

MARION COUNTY, FLORIDA

Attest: SCM 3/18/2025
Gregory C. Harrell
Clerk of the Court

By: Kathy Bryant 3/18/2025
Kathy Bryant, Chairman
Board of County Commissioners

FOR THE USE AND RELIANCE OF
MARION COUNTY ONLY.
APPROVED AS TO FORM.

1/7, 2025
for: [Signature]
Mathew (Guy) Minter, County Attorney

Attest: mariah moody
Mariah Moody
City Clerk

CITY OF BELLEVUE

By: Christine Dobkowski
Christine Dobkowski
Mayor

FOR THE USE AND RELIANCE
OF THE CITY OF BELLEVUE ONLY.
APPROVED AS TO FORM.

3-2-25, 2025

[Signature]
Frederick E. Landt, III
City Attorney

