

**CITY OF BELLEVIEW AND MARION COUNTY  
INTERLOCAL AGREEMENT**

*Mill & Resurfacing/Sidewalk Project of SE 55<sup>th</sup> Ave Rd*

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **City Of Belleview, 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**”).

W I T N E S S E T H;

**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); and

**WHEREAS**, the County and City have joint maintenance and ownership of different segments of SE 55<sup>th</sup> Ave Rd, AKA Old Ocala - Summerfield Rd, 0.9 miles in length, from US 441 to CR 484. Creating conflicts of ownership and maintenance responsibilities, and

**WHEREAS**, the roadway needs to be milled, resurfaced and a sidewalk added for pedestrian safety, and

**WHEREAS**, based on County maps, the County owns 16%, City 50% and unknown 34% of SE 55<sup>th</sup> Ave Rd from US 441 to CR 484, and

**WHEREAS**, the City is requesting that the County provide design, construction services and fund 25% of construction, City funds 75% of construction and accepts ownership and long term maintenance responsibility for the road from US 441 to CR 484, and

**WHEREAS**, City and County will jointly apply for grant opportunities to assist in funding this project.

**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.

**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.

### **SECTION 3. GENERAL DESCRIPTION OF CONSTRUCTION PROJECT**

**3.1** Mill, Resurface, and add a sidewalk on one side of SE 55<sup>th</sup> Ave Rd from US 441 to CR 484

**3.2** Upon final completion of construction 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 3.1 that are currently under the **County’s** ownership and jurisdiction.

**3.3** No right of way acquisition is anticipated to be necessary.

### **SECTION 4. FUNDING**

**4.1** The construction portion of the project shall be funded by the County utilizing the Local Option Gas Tax. These funds shall have been allocated in the County’s 5-year Transportation Improvement Program (TIP).

#### **4.1.1 County funding or responsibility:**

**4.1.1.1** The County shall be responsible for any legal expenses that may be incurred when taking over ownership of the ROW described in section 3.

**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.

**4.1.1.3** The County shall bid, at its expense, and collect 75% reimbursement minus any grants from the City of Belleview for their share of the project. The preliminary cost estimate for the project is \$545,000

#### **4.1.3 City responsibility:**

**4.1.3.1** Upon final completion an acceptance of the construction of the project the City will assume maintenance responsibilities for SE 55<sup>th</sup> Ave Rd from US 441 to CR 484.

**4.1.3.2** The City shall be responsible to review the proposed plans and provide comments to the County within two weeks after the date received in our office.

## **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 25<sup>th</sup> 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 affected. 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: \_\_\_\_\_  
Gregory C. Harrell  
Clerk of the Court

By: \_\_\_\_\_  
Kathy Bryant, Chairman  
Board of County Commissioners

FOR THE USE AND RELIANCE OF  
MARION COUNTY ONLY.  
APPROVED AS TO FORM.  
\_\_\_\_\_, 2021

\_\_\_\_\_  
Mathew (Guy) Minter, County Attorney

**CITY OF BELLEVUE**

Attest: \_\_\_\_\_  
Mariah Moody  
City Clerk

By: \_\_\_\_\_  
Christine Dobkowski  
**Mayor**

FOR THE USE AND RELIANCE  
OF THE CITY OF BELLEVIEW ONLY.  
APPROVED AS TO FORM.  
\_\_\_\_\_, 2021

\_\_\_\_\_  
Frederick E. Landt, III  
City Attorney

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