

INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF GAINESVILLE AND ALACHUA COUNTY  
FOR  
TRAFFIC SIGNAL CONSTRUCTION

THIS AGREEMENT is made and entered into this \_\_\_\_ day of March 2000, by and between the CITY OF GAINESVILLE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY", and ALACHUA COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

The parties hereto mutually agree to the following:

WHEREAS, the CITY and COUNTY mutually agree that it is in their joint best interest to facilitate the transportation improvement project known as the traffic signal at NW 53<sup>rd</sup> Avenue and NW 37<sup>th</sup> Street intersection (Mile Run Entrance); and,

WHEREAS, the CITY owns and maintains NW 37<sup>th</sup> Street and the COUNTY owns and maintains NW 53<sup>rd</sup> Avenue; and,

WHEREAS, the CITY is willing to be responsible for the Project as identified in Exhibit A attached hereto and by reference made a part hereof; and,

WHEREAS, the COUNTY agrees to contribute certain funds to the Project as identified in Exhibit "B", Project Budget, attached hereto and by reference made a part hereof to be applied towards costs of the construction of said traffic signal; and,

WHEREAS, the COUNTY and the CITY 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 Alachua County.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein to be performed by the respective parties hereto and other good and sufficient consideration, the parties mutually agree and covenant as follows:

1. COUNTY's Responsibilities: The County agrees to perform the following services pursuant to the Agreement:

- a) review and approval of contractor's shop drawings
- b) The COUNTY shall pay half of the project construction costs up to but not exceeding \$50,000.

The County's funding participation shall be used solely for the purpose of paying the contractor for construction of this project. Within 30 days the County will provide to the City a purchase order in the amount of \$50,000. The payment of funds by the COUNTY as required above shall be made payable to the CITY and submitted to the City of Gainesville as follows:

City of Gainesville  
Mail Station 58  
P O Box 490  
Gainesville, FL 32602  
Attn: Phillip Mann

2. CITY's Responsibilities: The City agrees to perform the following services pursuant to the Agreement:

- a) prepare bidding and award contract documents
- b) project supervision, inspection and management
- c) invoice the County against the County's Purchase Order based on approved invoices received
- d) pay the balance of the project construction costs

3. The CITY shall make the site available to the COUNTY for inspection, if the COUNTY so desires, and shall furnish progress reports, if requested by the COUNTY. The COUNTY shall provide all necessary right of entry for construction on the COUNTY's right-of-way.

4. Notice: Any notice or other document which either party is required to give or deliver to the other shall be given in writing and served either personally or given by prepaid certified mail, return receipt requested, or by any delivery service from which a receipt may be obtained and addressed as described in Exhibit C attached hereto and by reference made a part thereof.

5. No Third Party Beneficiaries: Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.

6. Effective Date, Term and Amendment: This Agreement shall commence on the date above written and remain in effect and binding on the parties until mutual cancellation or performance of the parties' obligations hereunder. Any amendment to or modification of this Agreement shall be in writing and signed by both parties.
7. Default and Termination: The failure of either party to comply with any provision of this Agreement will place the party in default. Prior to terminating the Agreement, the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the provision that gave rise to the default. The non-defaulting party will give the defaulting party 21 days to cure the default. Anything to the contrary notwithstanding, either party may terminate this Agreement without cause by first providing at least 90 days written notice to the other. In the event of termination, refunds will be prorated.
8. Severability: If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.
9. Indemnification: Each party agrees that it shall be solely responsible for the negligent acts or omissions of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.
10. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
11. Entire Agreement: This Agreement constitutes the entire Agreement and supercedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their official seals to this Agreement on the day and year first above written.

ALACHUA COUNTY, FLORIDA

CITY OF GAINESVILLE, FLORIDA

BY: \_\_\_\_\_  
Penelope Wheat, Chair  
Board of County Commissioners

BY: \_\_\_\_\_  
Wayne Bowers, City Manager

ATTEST: \_\_\_\_\_  
J. K. "Buddy" Irby, Clerk

ATTEST: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

#### PROJECT DESCRIPTION AND RESPONSIBILITIES

PROJECT LOCATION: Intersection of NW 53<sup>rd</sup> Avenue and NW 37<sup>th</sup> Street PROJECT DESCRIPTION: This is a road project consisting of the installation of a mast-arm traffic signal system and related appurtenances at the intersection of NW 53<sup>rd</sup> Avenue and NW 37<sup>th</sup> Street (entrance to Mile Run Subdivision). Work also includes installation and removal of related pavement markings.

#### RESPONSIBILITIES OF THE COUNTY:

By approval of this Agreement, the COUNTY grants/acknowledges to the CITY:

- Rights of Entry for construction on the COUNTY's right-of-way
- COUNTY staff will be utilized for the structural (poles & foundations) portion of the design
- The COUNTY will be responsible for the review and approval of the signal improvement plans.

#### RESPONSIBILITIES OF THE CITY:

- The CITY will perform the traffic signal design.
- The CITY will be responsible for the preparation of construction and contract documents for the Project.
- The CITY will be responsible for the construction management and the inspections and testing during construction.
- Upon completion of the project, the CITY shall provide the maintenance of the NW 53rd Avenue and NW 37th Street traffic signal.

EXHIBIT "B"  
PROJECT BUDGET

I.	PROJECT ESTIMATED CONSTRUCTION COST:	\$100,000.00
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II.	PARTICIPATION:	
	COUNTY Participation:	
	Cash	\$ 50,000.00
	CITY Participation:	
	Construction	\$ 50,000.00
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	TOTAL PROJECT ESTIMATED COST	\$100,000.00

EXHIBIT "C"

Penelope Wheat, Chair  
Board of County Commissioners  
P O Box 2877  
Gainesville, FL 32602-2877

Wayne Bowers, City Manager  
City of Gainesville  
Mail Station 7  
P O Box 490  
Gainesville, FL 32602