## #11904 INTERLOCAL AGREEMENT BETWEEN CITY OF GAINESVILLE AND ALACHUA COUNTY REGARDING MULTIUSE TRAIL IMPROVEMENTS AT SWEETWATER PRESERVE

This AGREEMENT is entered into this	day of	, 2021 by and between the City of
Gainesville, a Florida municipal corporation ("City"	'), and Alachua Co	ounty, a charter county and a political
subdivision of the State of Florida, by and through it	s Board of County	y Commissioners (hereinafter referred
to as the "County").		

## **WITNESSETH:**

**WHEREAS**, Chapter 163, Florida Statutes, authorizes public agencies, including cities and counties, to enter into agreements to jointly exercise the power, privilege, or authority they share in common and which each might exercise separately; and

**WHEREAS**, the City and County wish to coordinate the construction of recreational facilities of the City and County in order to provide more fully for the recreational needs of the citizens of the City and County at the least expense; and

**WHEREAS,** the County desires to make improvements to its Sweetwater Preserve Trailhead at 309 SE 16th Avenue, shown in Exhibit A, for use and benefit of the general public, while retaining control of these facilities; and

**WHEREAS,** the City is willing and able to reimburse the County for immediate City multiuse trail improvements at the main entrance to Sweetwater Preserve under the County's contract with BBI Construction Management, Inc.

**NOW THEREFORE,** in consideration of the mutual benefits, and the covenants and agreement herein contained, the parties agree as follows:

- 1. <u>Term.</u> This Agreement shall take effect upon execution and shall remain in effect unless terminated in accordance with paragraph 5, below.
- 2. <u>City's Responsibilities.</u> The City shall reimburse the County for the multiuse trail improvements consisting of a raised speed table crosswalk and a ten (10) foot wide sidewalk, which cross the main entrance to Sweetwater Preserve, according to Exhibit A, attached hereto and incorporated, in an amount not to exceed \$18,244.08.
- 3. <u>County's Responsibility.</u> The County shall conduct procurement and oversee construction of the multiuse trail improvements described in Section 2 and as shown on Exhibit A through completion as part of the County's Sweetwater Preserve LID Parking Area Project.

- 4. <u>Liability.</u> The Parties shall each be responsible for any and all risks of personal injury and property damage attributable to the acts or omissions of their own officers, employees, servants and agents. Nothing in this Agreement shall be interpreted as a waiver of either party's sovereign immunity under law. Neither Party agrees to indemnify the other.
- 5. <u>Default and Termination</u>. The failure of either party to comply with any provision of this Agreement shall place such party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of 15 calendar days in which to cure the default. In the event the default is not cured within the 15 calendar day period, this agreement may be terminated.
- 6. <u>Notices.</u> Except as otherwise provided herein, any notice of default or termination, from either party to the other party shall be in writing and sent by certified mail, return receipt requested or personally delivered with signed proof of delivery. The City's and County's representatives are:

City: Elizabeth D. Waite, P.E.

Director of Wild Spaces & Public Places Parks, Recreation & Cultural Affairs Dept.

PO Box 490, Station 24 Gainesville, FL 32627

County: Evan Shane Williams, PhD, P.E.

Stormwater Engineer

Environmental Protection Department 408 W. University Ave Suite 106

Gainesville, FL 32601

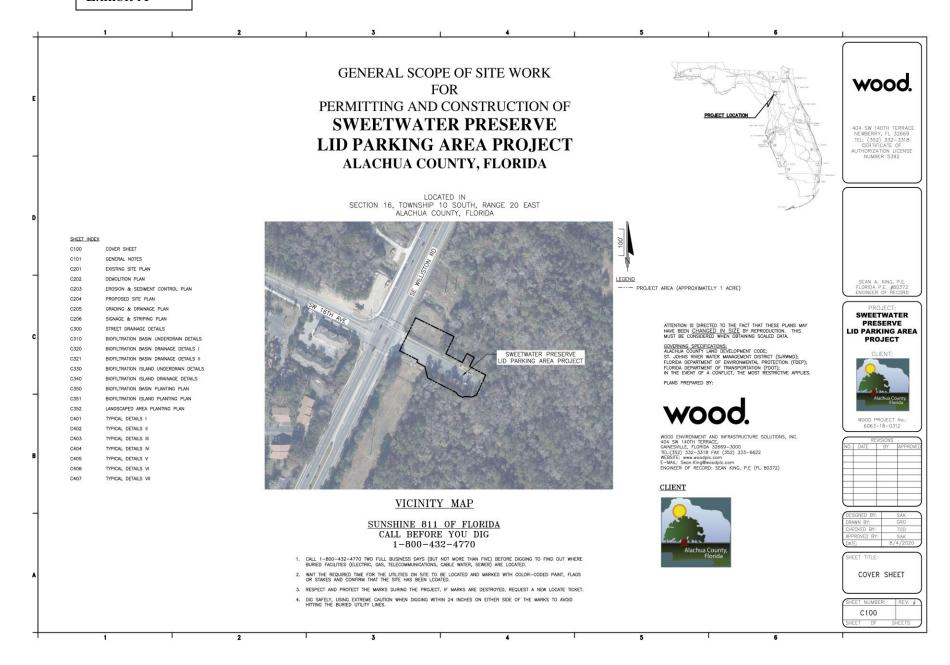
- 7. <u>Amendments.</u> This Agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.
- 8. <u>Laws and Regulations.</u> The parties will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The parties are presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If either party is not familiar with state and local laws, ordinances, code rules and regulations, the party remains liable for any violation and all subsequent damages or fines.
- 9. <u>Assignment.</u> The parties shall not assign, convey, pledge, sublet, or otherwise dispose of, any interest in this agreement and shall not transfer any interest in same, whether by assignment or notation, without the prior written consent of the other party.
- 10. <u>Third Party Beneficiaries.</u> This Agreement does not create any relationship with, or any rights in favor of, any third party.

- 11. <u>Severability.</u> If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
- 12. <u>Non Waiver.</u> The failure of either party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.
- 13. <u>Captions and Section Headings.</u> Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- 14. <u>Construction.</u> This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
- 15. <u>Governing Law and Venue.</u> This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.
- 16. <u>Attachments.</u> All exhibits attached to this Agreement are incorporated into and made part of this agreement by reference.
- 17. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
- 18. <u>Recording of Agreement.</u> The City, upon execution of this Agreement by all parties, shall record this Interlocal Agreement in the public records of Alachua County, Florida.

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**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed for the uses and purposes expressed herein, on the day and year first above written.

ATTEST:	ALACHUA COUNTY, FLORIDA	
J.K. "Jess" Irby, Esq., Clerk	Ken Cornell, Chair	
	Date:	
	APPROVED AS TO FORM:	
	Alachua County Attorney's Office	
ATTEST:	CITY OF GAINESVILLE	
Omichele D. Gainey City Clerk	Lauren Poe, Mayor	
	Date:	
	APPROVED AS TO FORM AND LEGALITY:	
	City Attorney	



## NOTES: C. SURVEY NOTES E. EXISTING INFRASTRUCTURE ALL EXISTING SURVEY MONUMENTS, GPS MONUMENTS OR PUBLIC LAND CORNERS SHALL BE PROTECTED. IF A CORNER OR MONUMENT IS IN DANGER OF BEING DESTROYDE AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRICTOR'S CONSTRUCTION MANAGER SHALL NOTIFY THE COUNTY SURVEYOR WITHOUT DELAY BY TELEPHONE. A. GENERAL UNLESS SPECIFIED FOR PERMANENT REMOVAL, ANY FENCES TEMPORARILY REMOVED DURING CONSTRUCTION WILL BE REPLACED IMMEDIATELY FOLLOWING WORK. 1. PROPERTY OWNERS NAMES AND ADDRESSES: CONSTRUCTION ACCESS ROADS AND STAGING AREAS WILL BE REPAIRED AS NEEDED AND RETURNED TO PRE-CONSTRUCTION CONDITION OR BETTER BY THE CONTRACTOR. wood. THE EXISTING TOPOGRAPHIC INFORMATION DEPICTED WITHIN THIS SET OF CONSTRUCTION DRAWNINGS IS PER THE "MAP OF TOPOGRAPHIC SURVEY AT SWEETWATER PRESERVE" DATED 01-10-2019, BY WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC., CERTIFED BY ROBERT M. JONES, PLS NO. ALACHUA COUNTY PARKS AND CONSERVATION LANDS 408 WEST UNIVERSITY AVE, SUITE 106 GAINESVILLE, FL 32601 CITY OF GAINESVILLE F. UTILITY NOTES 3. THE SURVEY REFERENCED IN THESE DRAWINGS IS A TOPOGRAPHICAL SURVEY OF PORTIONS OF SWEETWAFER PRESERVE, AS DEFINED IN CHAPTER 5J-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE. THE SURVEY REFERENCED IS NOT A BOUNDARY SURVEY. CHAPTER 77-153 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL CAS UTILITIES A WINMAM OF TWO WINGHIND DAYS FROIR TO EXCAVATION, MAYS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAMS AND DO NOT SHOW ALL SERVICE LINES. THE DOLLY SAFE AND PROPER WAY TO LOCATE RESPECTIVE CAS FRESONCIL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO TELEPHONE THE RESPECTIVE CAS COMPANY TWO WORKING DAYS SEFORE ENTERING A CONSTRUCTION AREA. PO BOX 147117 STA A130 GAINESVILLE, FL 32627 404 SW 140TH TERRACE NEWBERRY, FL 32669 TEL: (352) 332-3318 CERTIFICATE OF PROJECT LOCATION: LAT: 29'37'44.82" N LONG: 82'19'16.89" W THE SURVEY OR THE COPIES THEREOF ARE NOT VALID WITHOUT SIGNATURE AND RAISED SEALED OF A FLORIDA LICENSED SURVEYOR AND MAPPER. AUTHORIZATION LICENSE THE TYPES OF SOIL DISTURBANCE ACTIVITIES INCLUDE: EXCAVATION, FILL, GRADING, STRUCTURE REMOVAL, AND STRUCTURE AND PIPE INSTALLATION. THE SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION OR ABSTRACT. ALL UNDERGROUND UTILITIES MUST BE IN PLACE, TESTED AND INSPECTED AS REQUIRED PRIOR TO BASE AND SURFACE CONSTRUCTION. THE SOLE PURPOSE OF THE REFERENCED SURVEY IS TO PROVIDE TOPOGRAPHICAL INFORMATION FOR PORTIONS OF SWEETWATER PRESERVE. INSTALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND MAINTAIN THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE EXTENSE CULTON IN MERGS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURE MOTICE TO THE VARIOUS UTILITY COMPANIES IN DRICE TO PERMIT MARKING THE LICATIONS OF EXISTING UPDER ROUND UTILITIES IN ACCURACY OF CONSTRUCTION, BY CALLING FLORIDA THE LOTTING THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY "SUNSHINE" FORTY-EIGHT (48) IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY "SUNSHINE" FORTY-EIGHT (48) IS A CONTRACTOR'S RESPONSIBILITY TO NOTIFY "SUNSHINE" FORTY-EIGHT (48) IS (2) DETERMINE APPROVED STAGING AREAS. 7. THE BEARINGS AND COORDINATES HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011 AQUISTMENT), AS ESTABLISHED FROM REAL TIME KINGTIC OBSERVATIONS UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK, ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET. (3) REMOVE VEGETATION, FENCING, AND EXISTING STRUCTURES AS SHOWN IN THE CONSTRUCTION PLANS. (4) CONSTRUCT PROJECT ACCORDING TO CONSTRUCTION PLANS AND CONSTRUCTION SPECIFICATIONS. (5) VEGETATE AND STABILIZE DISTURBED WORK AREAS AS SHOWN IN THE CONSTRUCTION PLANS: ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), U.S. SURVEY FEET. (6) OBTAIN FINAL APPROVAL, REMOVE EROSION AND SEDIMENTATION CONTROLS AND STABILIZE ANY AREA DISTURBED BY THEIR REMOVAL. 4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES 9. LAST DATE OF FIELD SURVEY: JANUARY 4, 2019 4. AREA ESTIMATES: PROJECT AREA ≈ 1 ACRE 5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DEVELOP AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH THE EPA NPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION D. TEMPORARY EROSION AND SEDIMENT CONTROL G. MAINTENANCE OF TRAFFIC NOTES CONTRACTOR SHALL INSTALL PRIOR TO AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE, MPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATIONS. ACTIVITIES, THE FDEP GENERIC PERMIT AND NOTICE OF INTENT (NOI) FOR STORMMATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, AND ALL OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS. MANTENANCE OF TRAFFIC FOR WORK WITHIN THE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE WARVALL, ON UNIFORM TRAFFIC CONTROL DEVICES (MULTO) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS, THE MOT PLAN MUST COMPLY WITH FDOT STANDARD NICK 600 SERTES. NO EARTHWORK OR CLEARING AND GRUBBING SHALL BE PERFORMED UNTIL SILT FENCE AND FLOATING TURBIDITY BARRIERS ARE INSTALLED. SWEETWATER B. SAFETY NOTES PRESERVE 1. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, THE CONTRACTOR SYMIL COMPLY WITH ALL APPLICABLE SAFETY REQUIRITIONS. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SMETTY OF THE TRANSLAND FULLOR. AND THE SMETTY OF THE TRANSLAND FULLOR. AND THE SMETTY OF THE SANCHARD SAFETY AND HEALTH ADMINISTRATION (OSHA) IN THE FEDERAL REGISTER OF THE DEPARTMENT OF LABOR. SILT FENCE AND FLOATING TURBIDITY BARRIERS ARE TO BE PLACED AS SHOWN AND/OR DIRECTED BY OWNER'S DESIGNATED REPRESENTATIVE. LID PARKING AREA WORK WITHIN THE RIGHT-OF-MAY SHALL NOT EXCELD DNIL DAYLIGHT PERIOD. AT THE BND OF EACH DAY (NO LATER THAM 4 PM), THE RIGHT-OF-MAY (INCLUDING ALL THAVILL ANDS) SMALLE RESTORCE DOES ART VEHICUM THAVILL NO SHALL BE STORED WITHIN THE RIGHT-OF-MAY WHILE THE WORK ZONE IS SHALL BE STORED WITHIN THE RIGHT-OF-MAY WHILE THE WORK ZONE IS. **PROJECT** 4. EROSION CONTROL MEASURES WILL BE INSPECTED AT LEAST DAILY, AFTER EACH RAIN AND REPAIRED BY THE GENERAL CONTRACTOR CLEAN OUT OF SEDIMENT CONTROL STRUCTURES WILL BE PERFORMED BY THE CONTRACTOR WHEN SEDIMENT HAS ACCUMULATED TO ONE—THIRD (1/3) OF THE HEIGHT OF THE INVIOUAL STRUCTURE FOR TEMPORARY SEDIMENT BASINS & RETRIGHTED DETENTION PONDS, 2. THE MANUAUS STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE FEDERAL HEAVEN ADMINISTRATION MANUAL ON LUNGHOUT TRATIFIC CONTROL DEVICES SHALL BE FOLLOWED IN THE DESIGN APPLICATION, INSTALLATION, MANTENANCE, AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARRING DEVICES, AND BARRIERS NICESSARY TO PROTECT THE PUBLIC AND WORKS FROM HAZARDS WITHIN THE PROJECT LIMITS. 4. SHOULD CONDITIONS REQUIRE LAVE C. GOURSE FOR MORE THAN DNE BAYGOTT PRODUCT THE CONTRICTION SHALL SUBJECT IN WITHOUT, DETAILS SASTIFICATION FOR PRODUCTION OF THE PROPERTY O ONE-HALF (1/2) FULL FOR SILT FENCE, TURBIDITY BARRIERS, CHECK DAMS, ROCK FILTER DAMS, AND INLET SEDIMENT TRAPS. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING SEDIMENT AND EROSION CONTROL MEASURES TO PROVIDE OPTIMUM SEDIMENT AND EROSION CONTROL SEDIMENT AND EROSION CONTROL MEASURES SHALL COMPLY WITH CHAPTER 6 OF THE FLORIDA DEVELOPMENT MANUAL. 3. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND ENFORCE ALL APPLICABLE SAFETY REQULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOS IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS. 5. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THE WORK ZONE TRAFFIC CONTROL SUPERVISION PRIOR TO THE START OF ANY WORK WITHIN THE ROGHETO-WAY. PROVIDE A COPY OF THE WORKSTE TRAFFIC SUPERVISION'S (WTS) CERTIFICATE OF QUARETATION FOR HAVING COMPLETED AN FOOT APPROVED COURSE IN ADVANCED WANTERANDACE OF TRAFFIC. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION OF OWNER'S DESIGNATED REPRESENTATIVE. WOOD PROJECT No. CONTRACTOR TO PROVIDE FOR MAINTENANCE OF TRAFFIC PLAN TO MAINTAIN ACCESS TO ALL PROPERTIES WITHIN THE PROJECT WORK AREA. TEMPORARY ACCESS MAY BE PROVIDED BY STABILIZED DRIVEWAY AND ACCESS LANES AS APPROVED BY THE OWNER AND ENGINEER. DATE APPRO 8. EROSION CONTROL MEASURES DESCRIBED SHALL BE MANTANED UNTIL PERMANENT DRANAGE FACILITIES HAVE BEEN RECONSTRUCTED AND GRASS ON PLANTED SLOPES IS SUPPLIENTLY STABLISHED TO BE AN EFFECTIVE REGISION DETERRENT, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES UPON ESTABLISHMENT OF PERMANENT VECETATION OF PROLECT COMPITION, WHICHOEVER IS LATER. ALL GRASSING SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION SPECIFICATIONS. CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD INTO PAVED AREAS. SILT FENCE AND TURBIDITY BARRIERS SHALL MEET THE REQUIREMENTS OF FDOT DESIGN STANDARDS 2010, INDEX NO. 102 AND 103. 12. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONTROL OF EROSON WITHIN THE WORK SITE AND PREVENTION OF SEDIMENTATION OF ANY ADJACENT OR DOMASTIEMA MATERIANYS AND STORMARDER SYSTEMS. THE EROSON MOD SEDMENTATION CONTROL MEASURES SHOWN ON THE PURS ARE THE MINIMUM REQUIREMENTS. THE CONTROL OF SHOWN OF OPERATION MAY DECENT ADDITIONAL EROSON AND SEDMENTATION CONTROL MEASURES, THE CONTROL SHALL BE RESPONSIBLE FOR DETERMINING AND INSTITUTIONAL MEASURES. RAWN BY GENERAL NOTES 14, EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE FROSION CONTROL, ADDIONAL FROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE. NOTIFY APPROPRIATE OWNER REPRESENTATIVE 24 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. C101 2 3 5 6



