

INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA AND THE TOWN OF FORT WHITE, FLORIDA REGARDING THE FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM FUNDING FOR THE CONSTRUCTION OF A PORTION OF DURANT STREET AND BRIGHTON COURT; PROVIDING FOR PROJECT ADMINISTRATION, CONSTRUCTION AND FUNDING; AND COMPLETED PROJECT MAINTENANCE FOR ENHANCED TRANSPORTATION SERVICES TO BE PROVIDED TO THE CITIZENS OF THE TOWN OF FORT WHITE AND COLUMBIA COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT, entered into this 3rd day of June, 2017, between Columbia County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Town of Fort White, Florida, a Florida municipal corporation, hereinafter referred to as the "Town" for the purpose of providing transportation services to the residents of Columbia County.

WITNESSETH:

WHEREAS, the County and the Town are authorized by Florida Statutes 163.01 *et seq.* to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible to provide services to their citizenry; and

WHEREAS, the Small County Outreach Program (SCOP) was created within the Florida Department of Transportation (FDOT) pursuant to section 339.2818, *Fla Stat.* to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity (RAO)) with projects, excluding capacity improvement projects; and

WHEREAS, the Town wishes to apply for various street projects from time to time; and

WHEREAS, the County and the Town desire to continue to work together to provide and enhance transportation opportunities for both the Town and the County residents; and

WHEREAS, the Town, with the support of the County, desires to take advantage of the transportation SCOP funding available from the Florida Department of Transportation (FDOT) to fund proposed road improvements; and

WHEREAS, the County, with the continued support from the Town, is prepared to accept funding and become the lead facilitator and administrator of the FDOT SCOP projects.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to acknowledge the mechanisms whereby the County will accept FDOT Small County Outreach Program (SCOP) funding to construct certain portions of roads located within the town limits of the Town and the project ownership, administration and funding.

2. Project Site and Ownership

Proposed projects will be located within the municipal limits of the Town. The Town will retain ownership after completion of the project.

3. SCOP Project Administration, Construction and Costs

The Town will make application to and receive approval of funding from FDOT as a SCOP project for the design, bidding, construction, construction engineering and inspection, and project administration as a turn-key project. Because the County has extensive experience with FDOT and SCOP funding mechanisms and reporting requirements and has an internal mechanism for handling such already in place, the Town has requested that the County assist with the administrative aspects of the FDOT funding and accept the FDOT SCOP funding on behalf of the Town. The Town will retain responsibility for the design, bidding, construction, construction engineering and inspection of the project. The County will only be responsible for the administration of the project funding and reporting requirements as an accommodation to and at no cost to the Town. It is anticipated that the design and construction of the road shall be performed by the Town within the financial terms of the SCOP funding. Any additional funding requirement shall be the sole responsibility of the Town. If during the term of the project, additional features are desired by the Town and added to the project or the projected costs of the project exceed the FDOT SCOP funding in any manner, the Town shall have the sole responsibility to bear the cost of the same. In any event, the County shall not have any responsibility for any funding outside of that currently awarded pursuant to the FDOT SCOP application. The Parties specifically acknowledge that an integral part of this agreement will be the State of Florida, Department of Transportation Small County Outreach Program Agreement between FDOT and County, and that Town assumes all the financial responsibilities for necessitated additional funding requirements as outlined therein.

4. Maintenance functions

Upon completion of the construction of the project, the Town will provide and fund regular maintenance and upkeep of the completed road and rights of way.

5. Term of Agreement

This Agreement shall commence on the date of execution of the last Party to this agreement and shall continue until cancelled by either party. This Agreement may be terminated by any party hereto upon receipt of written notice of intent to terminate by the other party upon 60 days notice. However, if terminated by Town, all costs associated with appropriate services performed under the FDOT SCOP Agreement through the date of termination, shall be the responsibility of Town and if such costs are no longer eligible for reimbursement under said FDOT SCOP Agreement by reason of the termination of the project by the Town shall be solely borne by the Town and payable to either the County or FDOT as the case may be.

6. Relationship of the Parties

This Agreement shall not in any manner be construed as to create the relationship of principal and agent, partnership or joint venture or of any association between County and Town.

The Town is and shall be deemed for all purposes to be independent contractor in the performance of the design, bidding and construction of the project; neither the Town nor any one of its agents, servants and employees shall be subject to any direction or control by the County or any of its agents, servants and employees, in performing the duties and services contemplated under this agreement. The Town hereby assumes responsibility for, and hereby agrees to indemnify and hold the County harmless from any and all liability, claims, or damages arising out of or in connection with negligent acts, omissions, or misconduct of the Town and its agents or employees relating to the responsibility of the Town and its duties and services to be provided under the terms of this agreement.

7. Miscellaneous

This Agreement and the rights and obligations of the County and the Town to the subject matter hereof supersedes any prior or contemporaneous agreement or understanding between the County and the Town. This Agreement is to be executed in duplicate, each of which shall be deemed and original. This Agreement shall be governed by laws of the State of Florida. By execution of this agreement, neither the County nor the Town will be deemed to have waived any rights or remedies they may have available under the laws of the State of Florida. Exclusive venue for any action to interpret or enforce the terms of the Agreement shall be Columbia County, Florida. A facsimile or digitally produced signature of any party shall be considered to have the same binding effect as an original signature.

8. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given if delivered in person, by fax, by overnight delivery service, or by certified or registered mail to the other party at the following addresses:

If to County:

Ben Scott

County Manager

PO Box 1529

135 NE Hernando Ave., Room 203

Lake City, FL 32055

If to Town:

Demitric Jackson

Mayor

P. O. Box 266

118 SW Wilson Springs Rd

Fort White, FL 32038

9. Modifications

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10. Filing

This Agreement and all subsequent amendments hereto shall be filed by the County with the Clerk of the Circuit Court of Columbia County, Florida, upon its execution by all parties hereto.

IN WITNESS WHEREFORE, this agreement has been signed by the authorized representatives of the parties and shall be effective upon execution.

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

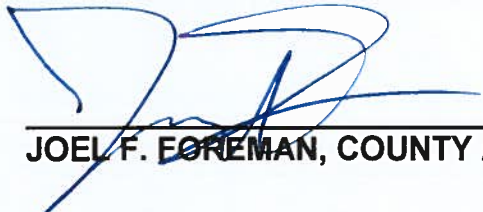
BY: 

RONALD WILLIAMS, CHAIRMAN

ATTEST:


P. DEWITT CASON, CLERK OF COURT

APPROVED AS TO FORM AND LEGALITY:


JOEL F. FOREMAN, COUNTY ATTORNEY

TOWN OF FORT WHITE, FLORIDA
By: Demetric Jackson Sr.
Demetric Jackson, Mayor

ATTEST: Janice Revels
By: Janice Revels, Town Clerk