

INTERLOCAL AGREEMENT

~~January 2015~~ THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 23 day of ~~December, 2014~~ by and between the BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA (the "County") and the CITY OF LAKE CITY, FLORIDA (the "City").

WHEREAS, Florida Statutes section 125.045 authorizes the County to expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose;

WHEREAS, the City has negotiated a Funding Agreement (the "Funding Agreement") between the City and the Florida Department of Economic Opportunity ("DEO") for a Rural Infrastructure Grant (the "Grant");

WHEREAS, the Grant will help fund improvements, expansions, and upgrades to the Lake City Gateway Airport (the "Airport") and will include the development of plans and specifications by a professional engineering firm; renovations to hangers three and nine; the addition of one classroom to the training building; and inspection and testing to construction, improvements, and upgrades by a field professional as required by law (collectively, the "Project");

WHEREAS, upon completion, the Project will create 65 new jobs over a period of four years;

WHEREAS, grant funds cannot exceed \$406,500.00, or thirty percent (30%) of the total project cost of \$1,355,000.00, with the remaining seventy percent (70%) of costs to be paid by the City and its partners;

WHEREAS, the County has a compelling interest in improving the Airport, enhancing the Airport's positive impacts on our local economy, and creating additional jobs within the County; and

WHEREAS, the City and the County desire to enter into an Interlocal Agreement to participate equally in funding the Project.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the County and the City agree as follows:

1. The above recitals are all true and accurate and are hereby incorporated and made a part of this Agreement.
2. The County shall pay 35% of the total Project expenditures incurred according to the Scope of Work and Estimated Project Budget as attached as Exhibits A and B to the Funding Agreement and to this Agreement. In no event shall the County pay more than \$474,250.00.
3. The City shall perform all duties under the Funding Agreement; no duty, responsibility, or other obligation imposed upon the City or DEO by the Funding Agreement shall be charged or assigned to the County by this or any other agreement.
4. If the City or DEO terminate, cancel, modify, or otherwise alter the Funding Agreement for any reason, or if funding is discontinued by DEO or the State of Florida, then the County may, at its option, terminate this Agreement with no further obligation to the City, DEO, or to any contractor, subcontractor, vendor, supplier, or other person or entity claiming entitlement to

CONTRACT #

2015-025

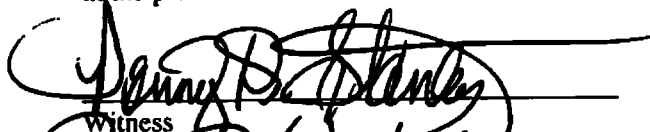
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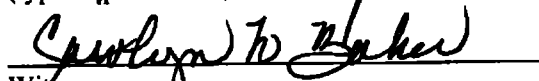
payment by reason of the Project. Should any such claim be asserted against the County, then the City shall indemnify the County against said claims.

5. If at any time DEO or the State of Florida, for any reason, demands return of any funds disbursed by DEO or the State of Florida or any other state agency pursuant to the Grant or Funding Agreement, then the County shall have no liability or responsibility for the return of said funds. Should DEO, the State of Florida, or any other state agency make demand upon the County for return of such funds, then the City shall indemnify the County against all such claims.
6. This Agreement shall not be construed as a waiver of the defense of Sovereign Immunity by either party.
7. No amendment to the terms and conditions of this Agreement shall be effective unless made in writing and approved by both the County and the City.

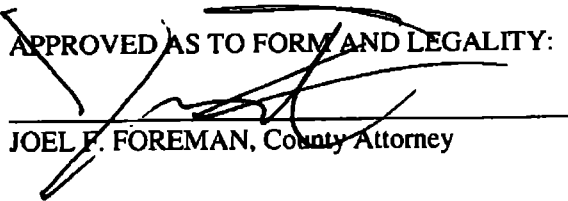
IN WITNESS WHEREOF, the County and the City have entered into this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


Witness
Kenny D. Stanley
(type or print name)

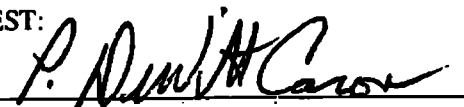

Witness
CAROLYN N. BAKER
(type or print name)

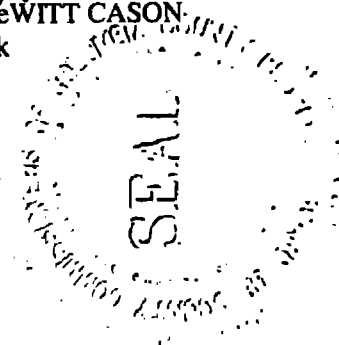
APPROVED AS TO FORM AND LEGALITY:


JOEL F. FOREMAN, County Attorney

COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 
RUSSELL S. DePRATTER
Chairman

ATTEST:
By: 
P. DeWITT CASON
Clerk



JFF/ann
12/3/2014

Signed, sealed and delivered
in the presence of:

Katy M. [Signature]
Witness
Katy McCrory
(type or print name)

Katheryn L. Hizer
Witness
Katheryn L. Hizer
(type or print name)

APPROVED AS TO FORM AND LEGALITY:

[Signature]
HERBERT F. DARBY, City Attorney

CITY OF LAKE CITY, FLORIDA

By: [Signature]
STEPHEN M. WITT
Mayor

ATTEST:
By: [Signature]
AUDREY E. SIKES
City Clerk

EXHIBIT A

SCOPE OF WORK

A. Project Description:

The City of Lake City has been awarded a Rural Infrastructure Fund Grant for improvements, expansions and upgrades to the Lake City Gateway Airport located at 3524 East U.S. Highway 90, Lake City, Florida 32055 (Project). The Project will include the development of plans and specifications by a professional engineering firm, renovations to hangars three and nine, the addition of one classroom to the training building, and inspection and testing to construction, improvements and upgrades by a field professional as required by law. Upon completion, the Project will create 65 new jobs over a period of four-years.

The Project will be performed in three (3) Stages:

Stage 1: Plans, Technical Specifications, and Bidding.

Stage 2: Construction and refurbishing/renovating Hangars 3 & 9, Training Building and Project Inspection and Testing

Stage 3: Project Completion and Grant Closeout.

Hangar 3 project:

- a) Floor replacement
- b) Door track replacement
- c) North end door rebuild
- d) Lighting upgrade
- e) Fire suppression-to-heat detection system with valve changes
- f) Evacuation alarm upgrade

Hangar 9 project:

- a) Control booth expansion to allow for anticipated increase in aircraft maintenance.
- b) Upgrade/update systems and build-out to accommodate additional maintenance bay.

Training Building Classroom Expansion:

- a) Construction of classroom to accommodate 25 students

DEO shall reimburse 30% of all verified Project expenditures up to \$406,500.00 in accordance with the terms and conditions of this Agreement.

B. Budget:

Exhibit B, Project Budget, is an estimate only of Project cost and shall not limit DEO's ability to reimburse for allowable expenditures. Reimbursements will be made upon receipt of verified expenditures incurred during the term of this Agreement in accordance with Section 5, up to the full amount of the award until full funding for the Project is disbursed.

C. Schedule:

The period for the infrastructure improvements is from July 15, 2014 – July 14, 2016.

Cost Reimbursement Grant: Total award not to exceed \$406,500.00		
Deliverable No. 1 – Completion of Project		
Tasks	Minimum Performance Levels	Financial Consequences
Stage 1: - Plans, specifications, copy of request for bid, bid tally sheet and a copy of contractor agreements for work directly related to the Project. Stage 2: To be performed at any time during the Agreement Period after Stage 1 is complete. Hanger 3: Floor Replacement: Obtain necessary permits, remove existing concrete floor (160x320), prep ground, install 12" 4000 psi, river rock aggregate concrete floor, perform compaction testing to each sectional pour Lighting upgrade: Installation of 72 - 10x54 HO (high output) light fixtures with sensors and halide lamps North end door rebuild: Rebuild existing door and rollers in preparation for new track system Door track replacement: Remove existing track system and replace with upgraded metal Fire suppression upgrade: Convert to heat detection system with valve changes	Performance levels will consist of 100% completion of the Project including all stages of Project, as evidenced by inspection and certifications by the appropriate local entity. Recipient may seek reimbursement for costs incurred on a per-Task basis, upon 100% completion of such Task.	DEO shall withhold 10% of allowable expenditures reimbursed under this Agreement, until Recipient provides proof to DEO, and DEO accepts that the Project is 100% complete. No payment will be made unless all required documentation is provided evidencing costs invoiced.

• Evacuation alarm: upgrade: Convert from existing "air horn" to electronic alarm system Hanger 9: • Control booth expansion: Upgrades to allow aircraft maintenance to be performed in hangar • Roof upgrades (entryway/security office/turnstile): Remove existing roof and install metal roofing • Installation of air and electrical connections: Install air & electrical connections to allow for effective aircraft maintenance • Replace 11 entry doors/closures Testing and/or inspection of floor replacement, lighting upgrades, fire suppression and evacuation alarm to be performed by a professional Training Building: • Expand Training Classroom 18'x32' expansion • Vinyl siding and metal roof to match existing building and pitch of roof line • Concrete floor sub-floor • 8 windows insulation • One sonic wall folding partition • Carpet flooring w/vinyl base trim • New heatpump HVAC unit • Electrical • Paint walls and ceiling		
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Other Related Project Costs: • Engineering, CEI, Project Inspection and testing of the proposed Project areas • Construction Administration, grant prep, Project completion and grant closeout - to be paid by City/County		
Deliverable 1 – Not to Exceed \$406,500.00		

- End of Exhibit A (Scope of Work) –

(Remainder of page intentionally left blank.)

EXHIBIT B**Project Budget**

It is important to note that the costs reflected in the Project Budget are estimates. The exact volume/quantity of work will be verified in the field by County representatives.

ESTIMATED PROJECT BUDGET		
		Gr. App. Tab 1
Components		Total Cost Estimate
Design Services - Stage 1		
	Plans, Technical Specifications, Bid Process	\$ 60,000.00
	Estimated Sub-Total	\$ 60,000.00
Construction - Stage 2		
Hangar 3	Floor Replacement: Obtain necessary permits, remove existing concrete floor (160x320), prep ground, install 12" 4000 psi, river rock aggregate concrete floor, perform compaction testing to each sectional pour.	\$900,000.00
	Lighting Upgrade: Installation of 72 - 10x54 HO (high output) light fixtures with sensors and halide lamps.	\$60,000.00
	North End Door Rebuild: Rebuild existing door and rollers in preparation for new track system.	\$35,000.00
	Door Track Replacement: Remove existing track system and replace with upgraded metal.	\$16,000.00
	Fire Suppression Upgrade: Convert to heat detection system with valve changes.	\$90,000.00
	Evacuation Alarm Upgrade: Convert from existing "air horn" to electronic alarm system.	\$20,000.00
	Estimated Sub-Total	\$1,121,000.00
Hangar 9		
	Control Booth Expansion: Upgrades to allow aircraft maintenance to be performed in hangar.	\$18,000.00
	Entryway/Security Office/Turnstile Roof upgrade: Remove existing roof and install metal roofing.	\$12,000.00
	Installation of Air and Electrical Connections: Install air & electrical connections to allow for effective aircraft maintenance.	\$17,000.00
	Replace 11 entry doors/closures:	\$17,000.00
	Estimated Sub-Total	\$64,000.00

Training Building	Expand Training Classroom: 18'x32' expansion; vinyl siding and metal roof to match existing building and pitch of roof line; concrete floor sub-floor; 8 windows; insulation; one sonic wall folding partition; carpet flooring w/vinyl base trim; new heatpump HVAC unit; electrical; paint walls and ceiling.	\$50,000.00
Estimated Sub-Total		\$50,000.00
Other Related Project Costs		
	Engineering, CEI, Project Inspection and testing of the proposed project areas	\$ 45,000.00
	Construction Administration, grant prep, project completion and grant closeout - to be paid by City/County	\$ 15,000.00
Estimated Sub-Total		\$60,000.00
Estimated Total Project Costs		\$1,355,000.00

- End of Exhibit B (Project Budget) -

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