

INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE CITY OF ALACHUA FOR THE PLACEMENT OF A GATEWAY SIGN UPON ALACHUA COUNTY PROPERTY

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") for the Placement of a Gateway Sign upon Alachua County Property is made as of this ____ day of _____, 2016 by and between Alachua County, Florida, a charter county and political subdivision of the State of Florida (hereinafter "County"), and the City of Alachua, Florida, a municipal corporation of the State of Florida (hereinafter "City").

WITNESSETH:

WHEREAS, the COUNTY is the record owner in fee simple title to that certain parcel of property located in Alachua County, Florida more particularly described in Exhibit "A" attached hereto and incorporated herein (hereinafter "County Property"); and

WHEREAS, the County Property is located at the CITY's southeastern boundary; and

WHEREAS, the CITY has requested the COUNTY permit the CITY to construct and maintain a sign upon that portion of the County Property depicted in Exhibit "B" attached hereto and incorporated herein (hereinafter "Sign Area") for the purpose of delineating its southeastern boundary and welcoming travelers to the City; and

WHEREAS, the COUNTY is agreeable to allowing the CITY to construct and maintain a sign on its property for the purpose of delineating its southeastern boundary and welcoming travelers to the CITY (hereinafter "Gateway Sign") in substantially the same design as set forth in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto and Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 (hereinafter "Cooperation Act"), to permit the COUNTY and CITY to make the most efficient use of their respective powers, resources and capabilities; and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the CITY and COUNTY may exercise their respective powers, privileges and authorities which are shared in common and which each might exercise separately.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the COUNTY and CITY agree as follows:

SECTION 1. Recitals. The COUNTY and CITY hereby agree that the above recitals are true and correct, and by this reference incorporated and made a part of this Agreement.

SECTION 2. Authority. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes; Chapter 125, Florida Statutes; Chapter 166, Florida Statutes; and other applicable law.

SECTION 3. Use of County Property. In consideration of the covenants and obligations set forth herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged, COUNTY shall grant CITY the non-exclusive right of ingress and egress, over and across the Sign Area, which is more particularly described in Exhibit "B", for purpose of a Gateway Sign to delineate its southeastern boundary and welcome travelers to the CITY, with full authority to enter upon, construct, install, repair, replace and maintain a Gateway Sign, including but not limited to underground electrical lines, and all other related and appurtenant amenities over, under, through and across the sign area for said purpose subject to the terms and conditions set forth below.

SECTION 4. Use by County. COUNTY retains the right to use the County Property, subject to all matters of record, the retained rights of the COUNTY and whatever other easements, rights, licenses, or grants that contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by the COUNTY, provided that any subsequently created interest does not prevent CITY from utilizing the Sign Area for its intended purpose.

SECTION 5. Use by City. The rights hereunder are conditioned upon the reasonable exercise thereof by CITY. The CITY agrees not to unreasonably interfere with Grantor's use and enjoyment of the County Property.

SECTION 6. City Improvements. CITY shall, at its sole cost and expense, construct the Gateway Sign and any other pertinent improvements, within the confines of the Sign Area described in Exhibit "B", which may include installation of underground electrical conduit and wiring within the portion of the County Property legally described in Exhibit "A" (collectively "City Improvements"). CITY agrees that all construction and installation shall be diligently pursued to completion. All of CITY's equipment and personal property placed or located on the County Property shall be at the sole risk of CITY or owner thereof. CITY shall replace and restore any and all improvements of or damage to the County Property that are disturbed by CITY's activities, including, but not limited to, curbing, landscaping, paving, irrigation systems and/or traffic controls.

SECTION 7. Approvals. Erection of Gateway Sign will require a permit from and compliance with the Alachua County sign ordinance. Nothing in this Agreement shall be construed to exempt CITY from full compliance with any requirements imposed by Alachua County or other applicable laws, rules and regulations regarding any permits or approvals necessary for the anticipated use of the Sign Area. By executing this Agreement, COUNTY does not waive any of its regulatory authority over the Gateway Sign.

SECTION 8. Maintenance. After CITY commences construction of the Gateway Sign, CITY shall maintain, repair and replace the Gateway Sign in good order, condition and state of repair. In the event CITY fails to fulfill its obligations to maintain, repair and replace the Gateway Sign as set forth hereinabove, COUNTY shall have the right, but not the obligation, to perform such maintenance, repair and replacement after providing CITY thirty (30) days written notice of COUNTY's intent to perform the same and opportunity to cure. Any damage to the Gateway Sign or the Sign Area caused by either the COUNTY or the CITY shall be repaired promptly at the sole cost and expense of the party causing the same.

SECTION 9. Duration. This Agreement shall remain in effect unless and until terminated as set forth in Section 10, Termination.

SECTION 10. Termination. This Agreement may be terminated for convenience or cause as set forth below:

- A. Termination for Convenience. Either party may terminate this Agreement with 180 days' notice.
- B. Termination for Cause. Notwithstanding Section 8, if either party fails to keep and perform each and every covenant it has agreed to keep and perform, the other party, after giving the defaulting party notice of the default and 30 days to correct the default, and the default remains, may terminate this Agreement.
- C. In either event, termination may only occur upon a vote of a majority of the membership of the governing body of the party seeking to terminate, which action shall be taken at a public meeting. Reasonable notice of such public meeting must be provided the other party.
- D. All notices provided under this Section shall be in the same manner as set forth in Section 16, Notices.
- E. In the event of termination, CITY shall remove the City Improvements without delay and in no event longer than sixty (60) days from the date of termination. CITY shall obtain any and all permits as may be required to complete removal of City Improvements and restore County Property to its original state as of the date of execution of this Agreement that are a result of the CITY's activities, including, but not limited to, curbing, landscaping, paving, irrigation systems and/or traffic controls.

SECTION 11. Governing Law and Venue. This Agreement shall be construed according to the laws of the state of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in Alachua County.

SECTION 12. Amendments. The COUNTY and CITY acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Both parties acknowledge that any amendments to the Agreement shall be in writing, and approved by the appropriate legislative body for each entity.

SECTION 13. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provision of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable state or federal law.

SECTION 14. Insurance. The general contractor performing work within the County Property on behalf of CITY shall, at all times during the performance of such work, maintain in full force and effect Comprehensive General Liability Insurance in an aggregate amount of ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability, and Workers Compensation covering all employees in accordance with Chapter 440 of the Florida Statutes. The General Liability policy shall include coverage for the Premises, Operation, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. Except for Workers Compensation, all insurance policies shall name the COUNTY as an Additional Insured. A Certificate of Insurance evidencing all insurance coverages shall be provided to COUNTY prior to the commencement of construction by any of CITY's contractors or subcontractors, such Certification indicating at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

SECTION 15. No Third Party Beneficiaries. This Agreement is for the exclusive benefit and convenience of the CITY and the COUNTY. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon any third party.

SECTION 16. Notices. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, CITY and COUNTY representatives are:

County: Alachua County Manager
12 SE 1st Street
Gainesville, FL 32601

City: City Manager
P.O. Box 9
Alachua, FL 32616

A copy of any notice, request or approval to the COUNTY must also be sent to:

J. K. Irby
Clerk of the Court
201 East University Ave. and
Gainesville, FL 32601
ATTN: Finance and Accounting

Office of Management and Budget
Attn: Contracts/Grants
12 SE 1st Street
Gainesville, Florida 32601

SECTION 17. Indemnification. The COUNTY and the CITY, as political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, agree to be fully responsible for their respective negligent acts or omissions which in any way relate to or arise out of this Agreement. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement or as a waiver of sovereign immunity by any party to which sovereign immunity applies. No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the COUNTY or the CITY in its, his or their individual capacity.

SECTION 18. Right to Require Performance. The failure of either party, at any time, to require performance of any provision hereof shall in no way affect the right of said party thereafter to enforce same. Nor shall waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 19. Captions. The captions included herein are for reference only and should not be used in construing any of the terms hereof.

SECTION 20. Counterparts. This Agreement may be executed in counterparts and each fully executed counterpart shall be deemed an original instrument.

SECTION 21. Severability. In the event that any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, such illegal, void or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect, provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

SECTION 22. Entire Agreement. This Agreement, and all the attached exhibits, constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement.

SECTION 23. Attachments. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

SECTION 24. Filing. After approval of this Agreement by the respective governing

bodies of the COUNTY and CITY, and its execution by the duly qualified and authorized officers of each of the parties, the COUNTY shall cause this Agreement to be filed with the Clerk of the Circuit Court of Alachua County, Florida, in accordance with the requirements of section 163.01(11), Florida Statutes and provide a copy to the City.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement for to be executed in manner and form sufficient to bind them effective as of the last of the dates set forth below.

COUNTY:

ALACHUA COUNTY, FLORIDA BOARD
OF COUNTY COMMISSIONERS

By: _____
_____, Chair

ATTEST:

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney

CITY OF ALACHUA:

CITY COMMISSION
CITY OF ALACHUA

By: _____
Gib Coerper, Mayor

ATTEST:

Traci L. Gresham, City Manager/City Clerk

(SEAL)

APPROVED AS TO FORM

City of Alachua Attorney

Exhibit A

County Property

THAT PT OF GOV'T LOT 4 LYING S OF OLD SR 20-25 N OF NEW SR 20-25 E OF
EXISTING CR AND W OF CURVE AS DESC IN BK 283 - PG 431 & OR 445/52, MORE
COMMONLY REFERRED TO AS 11855 NW US HWY 441, GAINESVILLE

Exhibit B

Sign Area

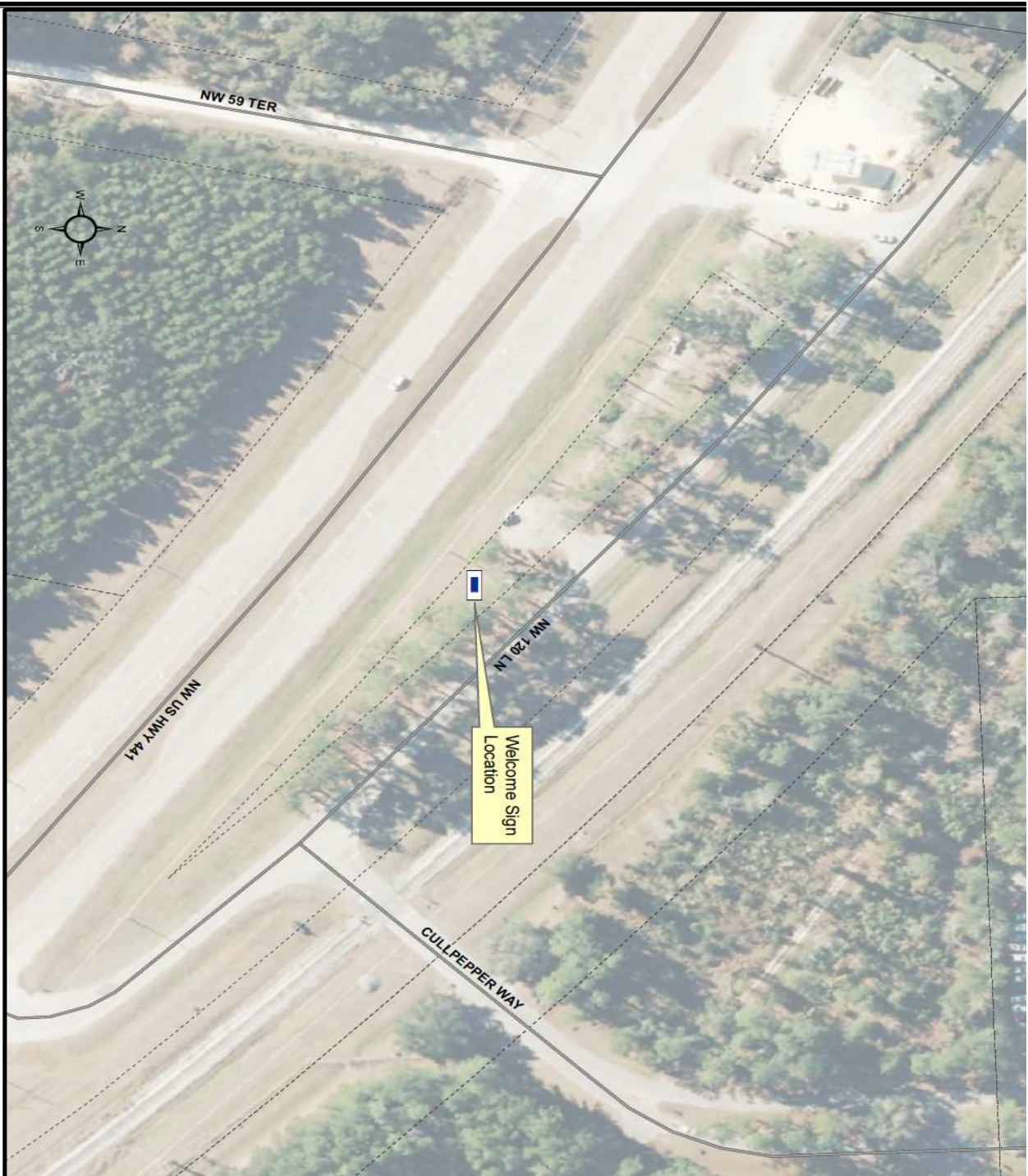
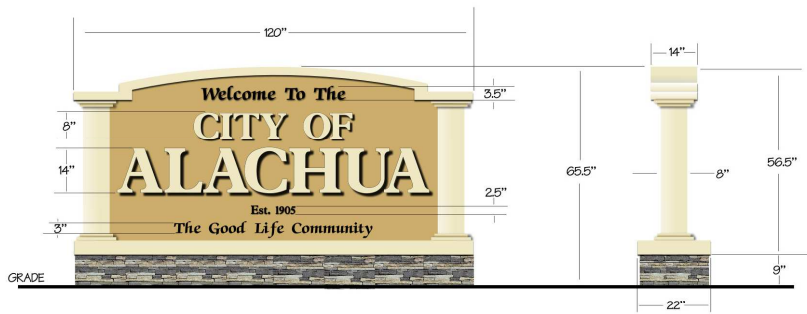


Exhibit C

Sign Design



*SIGN DESIGN DEPICTED INCLUDES MEASUREMENTS FOR ILLUSTRATIVE PURPOSES AND PERSPECTIVE. SIGN WILL COMPLY WITH ALACHUA COUNTY SIGN ORDINANCE AND BE SUBSTANTIALLY THE SAME DESIGN AS DEPICTED.

BACK

