

**TRANSPORTATION ALTERNATIVE PROJECTS
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT is made and entered into this 12th day of March, 2020, by and between Hernando County, a political subdivision of the State ("County"), the City of Brooksville, a Florida municipal corporation ("City") and the Hernando/Citrus Metropolitan Planning Organization ("MPO"), and the parties' state:

WHEREAS, the Florida Department of Transportation ("FDOT") provides certain grant funding to qualified Local Agency Programs ("LAP") for projects which enhance alternative forms of transportation such as sidewalks, bicycle paths, trails, pedestrian facilities and the like ("Enhancement Projects"); and,

WHEREAS, the FDOT has certified the Public Works Department of the County as the recognized LAP Agency for Hernando County; and,

WHEREAS, the MPO is the entity which initiates requests for FDOT LAP grants; and,

WHEREAS, the City can benefit from having Enhancement Projects within its municipal boundaries; and,

WHEREAS, §163.01, Florida Statutes, allows local governments to enter into interlocal agreements regarding allocating the provision of facilities and/or services in a manner that best serves the citizenry; and,

WHEREAS, this Interlocal Agreement will allow the County and/or the MPO to pursue FDOT LAP grant monies for Enhancement Projects that are within the City and to allow the County to perform the necessary engineering services regarding said projects under the terms of the LAP grant; and,

WHEREAS, the City, the County and the MPO have determined that it is in their mutual interests to enter into this Interlocal Agreement regarding the subject matter herein.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

SECTION 1 - PURPOSE AND SCOPE

- A. The purpose of this Interlocal Agreement is to define the duties and obligations of the COUNTY and/or MPO and the CITY with respect to engineering services for the design,

construction, and maintenance of enhancement projects. All terms and conditions of this Interlocal Agreement will be interpreted in a manner consistent with and in furtherance of the purpose as set forth in this section.

- B. The Scope of Project will be the role and responsibility of the COUNTY and/or MPO and the CITY with regard to their respective duties and obligations for the completion of LAP projects that fall within the respective jurisdiction of each entity.

SECTION 2 - OBLIGATIONS OF THE COUNTY

The parties agree that the COUNTY will:

1. Serve as the Implementing Authority for the LAP Program in conjunction with FDOT. The Implementing Authority shall complete or coordinate, as applicable, the required documentation (including project checklist, design, bid specs, award letter, etc), with FDOT in order to complete enhancement projects for the COUNTY and the CITY. The Implementing Authority will forward to the MPO copies of all pertinent documents in the LAP process.
2. Apply for enhancement funds and/or other assistance from the Federal Government and/or the State of Florida. Said grants or other assistance shall be used to carry out the purposes of this Agreement. All monies received through grants-in-aid or other federal, state or local assistance shall be transferred to the Implementing Authority.
3. Maintain the physical facilities (i.e. sidewalks, trails, etc.) that are built from enhancement funds that lie within its jurisdiction. As the COUNTY is the legal entity responsible for the maintenance of these facilities, it shall be authorized to enter into such contracts as necessary with private companies for any and/or all maintenance activities regarding enhancement projects and facilities.
4. Abide by the funding mechanisms for the enhancement program as administered by FDOT through its Work Program. While the majority of these projects will be fully-funded through FDOT at one-hundred (100) percent, additional funding or a local match may be required or submitted by the COUNTY. Local monies are defined as those necessary to match any State or Federal grant programs.

SECTION 3 - OBLIGATIONS OF THE CITY

Under the terms of this Agreement, the CITY will:

1. Waive or obtain any necessary CITY permits which are required for the design and/or construction of these projects.

2. Acquire any necessary interests in land, easements and/or rights-of-way as required for the design and completion of these projects, whenever said project lies within the jurisdiction of the CITY. However, any such acquisition in said interests in land, easements and/or rights-of-way shall be subject to approval by the City Council of the CITY and may be denied if the City Council reasonably determines such acquisitions are not in the best interests of the CITY.
3. Maintain the physical facilities (i.e. sidewalks, trails, etc.) that are built from enhancement funds that lie within its jurisdiction. As the CITY is the legal entity responsible for the maintenance of these facilities, it shall be authorized to enter into such contracts as necessary with private companies for any and/or all maintenance activities regarding enhancement projects and facilities.
4. Abide by the funding mechanisms for the enhancement program as administered by FDOT through its Work Program. While the majority of these projects will be fully-funded through FDOT at one-hundred (100) percent, additional funding or a local match may be required or submitted by the CITY. Local monies are defined as those necessary to match any State or Federal grant programs.
5. Provide its proportionate fair share towards any local match or additional project costs prior to construction of the project commencing. Failure to provide this proportionate share shall cause the project to be delayed/deferred until the City provides appropriate funding.

SECTION 4 – TERM, RENEWAL AND AMENDMENT OF AGREEMENT

This Interlocal Agreement shall be for a term of five (5) years, from date of execution. This Interlocal Agreement may be terminated by a simple majority vote of any party at least 60 days prior to the end of any fiscal year (October 1 - September 30). Notice of intent to terminate shall be given to the other parties within two (2) weeks of said vote. The effective date of termination shall be the end of the then current fiscal year.


This Agreement may be amended from time-to-time, upon the concurrence and affirmative action of all Parties to this Agreement, acknowledging and approving said modification(s) by a majority vote of each entity.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on

behalf of the City and the County on the date last executed below.

ATTEST:

**CITY OF BROOKSVILLE
CITY COUNCIL**



Jennifer J. Battista
Jennifer J. Battista, CMB CMC
Clerk & Custodian of Public Records

By: *Joe Bernardini*
Joe Bernardini, Mayor

Date: 2/3/20

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Nancy Stynes
City Attorney



ATTEST:

Susan Burns, Deputy Clerk
Douglas Chorvat, Jr
Clerk of the Circuit Court

**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

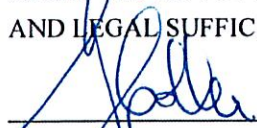
By: [Signature]
John Mitten , Chairman

Date: 3-10-2020

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


[Signature]
County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



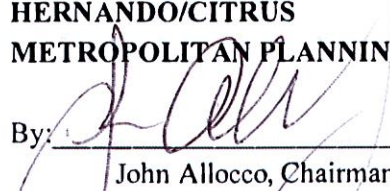
MPO Attorney

ATTEST:



Alaina Kidd
Hernando/Citrus MPO

**HERNANDO/CITRUS
METROPOLITAN PLANNING ORGANIZATION**

By: 

John Allocco, Chairman

Date: March 12, 2020