CITY OF OCALA, FLORIDA
AND
BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

INTERLOCAL AGREEMENT CONCERNING RIGHT OF WAY AND SEWAGE SPRAY FIELD FACILITIES IN CONJUNCTION WITH MARION COUNTY ROAD CONSTRUCTION PROJECT FOR EMERALD ROAD EXTENSION FROM SE 92ND LOOP TO FLORIDA NORTHERN RAILROAD

THIS AGREEMENT, is entered into this _____ day of _____ 2025, by and between the CITY OF OCALA, FLORIDA, a Florida municipal corporation, whose address is 110 S.E. Watula Avenue, Ocala, Florida 34471 (hereinafter "City") and the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, whose address is 601 S.E. 25th Avenue, Ocala, Florida 34471 (hereinafter "Marion County"):

WITNESSETH:

WHEREAS, the City and Marion County wish to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage and to thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of their respective communities; and

WHEREAS, Marion County and City have authority under Section 163.01, Florida Statutes, to enter into this Agreement; and

WHEREAS, the design of the Marion County Emerald Road Extension project ("Project") encompasses portions of property owned by City. These portions will need to be included as part of the right of way of Project. Along with the portions for right of way, easements will be needed for the construction or maintenance of Project.; and

WHEREAS, the construction of Project will produce conflicts with City's sewage spray field facilities located within the new right of way of Project. These facilities will need to be mitigated by being relocated or adjusted on remaining portions of City property; and

WHEREAS, the spray field facilities relocations or adjustments will require engineered construction plans, and subsequent construction efforts; and

WHEREAS, because of the benefits to be derived from the Project, it is deemed to be in the public interest of both parties for Marion County to perform the Project, and for City to perform, or contract, the work required to mitigate City's spray field facilities as described above and herein; and

WHEREAS, Marion County had previously agreed to use a City-preferred appraisal firm, Rhodes & Rickolt, PA, to assess an all-inclusive cost for the property needed for right of way, and damages to the remaining City property resulting from the mitigation of the spray field facilities and

WHEREAS, City has provided a "City of Ocala-Spray Field Appraisal", dated July 22, 2024, which is made a part of this agreement as Exhibit A; and

WHEREAS, City has provided a "City Spray Field Invoice', dated July 22, 2024, which is made a part of this agreement as Exhibit B; and

WHEREAS, The City will utilize City-staff for designing the construction plans of the spray field facilities relocations or adjustments. Construction efforts will be contracted by City; and

WHEREAS, City has provided an opinion of probable cost for the construction efforts, "Perry Spray Field Modifications", dated August 20, 2024, which is made part of this agreement as Exhibit C; and

WHEREAS, City desires to have an easement through County right of way to maintain piping system that connects the spray field facilities located on either side of the Project; and

WHEREAS, City desires to have access easements across County lands on either side of the Project's right of way to support City's spray field operations by utilizing an underpass constructed in the Project; and

WHEREAS, the City and Marion County have found and determined that entry into this interlocal agreement, pursuant to Chapter 163, *Florida Statutes*, and the cooperative efforts outlined more particularly herein serve a public purpose and support and protect the health, safety and welfare of the City of Ocala, Florida, Marion County, Florida and their citizens.

NOW THEREFORE, in the consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Adoption and Incorporation of Recitals. City and Marion County hereby specifically adopt the above-outlined recitals and incorporate them herein as part and parcel of this interlocal agreement.

2. Purpose and Authority for Agreement. This interlocal agreement is entered into between City and Marion County to outline the terms and conditions of their relationship as it pertains to the development, transfer and maintenance of right-of-way and sewage spray field facilities associated with Marion County's road construction project for the extension of Emerald Road from S.E. 92nd loop to the Florida Northern Railroad and is entered into pursuant to the authority granted by Chapter 163, *Florida Statutes*, and other relevant provisions of Florida law.

3. Right of Way. Marion County agrees to compensate City for the total market value of three hundred ninety-two thousand five hundred dollars ($392,500.00) as shown in Exhibit A, Page 3; one hundred and seventy seven thousand and eighty dollars ($177,080.00) for DRA #1 and DRA #2 totaling 4.66 acres ($38,000 per acres according the attached appraisal); to reimburse City for the total fee of the appraisal services of two thousand seven hundred fifty dollars ($2,750.00) as shown on Exhibit B. City agrees to transfer ownership of required right of way and to provide necessary easements for Project to Marion County.

3.1. Upon execution of this agreement, Marion County will issue payment to City in amounts listed above and within referenced exhibits. Marion County will prepare and submit a right of way purchase agreement and easement documents for City review.

3.2. Upon receipt of payment(s) and the final right of way purchase agreement and easement documents, City will sign the purchase agreement and easement documents and return them for Marion County Board of County Commissioners approval and execution. Marion County will record the executed documents.

4. Sewage Spray Field Facilities. City will prepare construction plans for the mitigation (i.e.: relocations and adjustments) of the City's spray field facilities utilizing City-staff. City will bear all costs associated with the design of the mitigation efforts. City has prepared an opinion of probable cost, to include bid items, bid quantities, cost estimates, and contingency as depicted in Exhibit C. Marion County agrees to reimburse City for construction efforts associated with the spray field modifications based on actual costs incurred, not to exceed one million seven hundred sixty thousand four hundred dollars ($1,760,400.00), as shown on Exhibit C as the total project cost.

4.1. Construction.

4.1.1. Marion County will advertise, bid, award, and manage the Project independently of City's spray field modifications project. City will advertise, bid, award, and manage the spray field modifications project independently of Marion County Project.

4.1.2. It is anticipated that some, or all, of the spray field modifications construction will occur simultaneously with Project construction. The parties agree to share construction schedules and to have their project managers coordinate construction activities to minimize conflicts between the two projects. In cases of potential conflicting activities within an area, City agrees to delay their activities until Project's activities allow such work to continue. Marion County is working under a State-Funded Grant Agreement (SFGA) schedule and will have precedence over the spray field modifications project.

4.2. Payment. City will receive, review, approve, and pay its contractors pay applications. City will forward copies of approved contractors pay applications and proof of payment to Marion County. Within 30 days of receipt of pay application documents, Marion County will review, process and reimburse City.

5. Easements. Upon completion of the Project, Marion County will prepare maintenance easement documents based on the as-built location of the piping system connecting the City's spray fields. The width of said easement shall be determined jointly by Marion County and City at the time of document preparation. City shall notify Marion County prior to, and to acquire a permit for, any work within the easement relating to repairs that will impact the roadway or other facilities located within the right of way, and shall perform any work necessary to restore such impacts to pre-repair conditions, Marion County standards, or other conditions as stated in permit.

Also, upon completion of the Project, Marion County will prepare access easement documents based on the as-built location of the underpass with its associated gates and fencing. The general layout and dimensions of the access easement is depicted on "Proposed Fence Exhibit w/Access Easement" which is made part of this agreement as Exhibit D.

6. Notices to Parties. All notices, certifications or communications required by this agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested.

6.1. Notices may be concurrently delivered by electronic mail.

6.2. All notices shall be addressed to the respective parties as follows:

If to City:

City of Ocala, Florida
Attention: City Engineer
1770 S.W. 60th Avenue, Suite 600
Ocala, Florida 34474

With copies to:

Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Telephone 352-629-8343
Electronic Mail notices@ocalafl.gov
and

City Attorney
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34471
Telephone 352-401-3972
Electronic Mail cityattorney@ocalafl.gov

If to Marion County:

Marion County Administration
601 SE 25th Avenue
Ocala, Florida 34471

With a copy to:

County Attorney
Post Office Box 19887
601 SE 25th Avenue
Ocala, Florida 34471

7. Execution in Counterparts. This interlocal agreement may be executed in counterparts, each of which shall be considered to be an original and all of which shall constitute the same instrument.

8. Execution by Electronic Signature. City and Marion County, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this interlocal agreement.

8.1. A duplicate or copy of this interlocal agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original interlocal agreement for all purposes.

9. Legal Authority to Execute Agreement. Each person signing this interlocal agreement on behalf of either party individually warrants that they have full legal power to execute this interlocal agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this interlocal agreement.

10. Effective Date of Agreement. The effective date of this interlocal agreement shall be the date of execution by City and Marion County.

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IN WITNESS WHEREOF, the parties have signed and set their seals and executed this interlocal agreement on the date first written above.

CITY OF OCALA, FLORIDA,
a Florida municipal corporation,

_____

By: KRISTEN M. DREYER, as City Council President

ATTEST:

_____

By: ANGEL JACOBS, as
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

By: WILLIAM E. SEXTON, as
City Attorney

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IN FURTHER WITNESS WHEREOF, the parties have further signed and set their seals and executed this interlocal agreement on the date first written above.

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida,

_____

By: KATHY BRYANT, as Chairwoman

ATTEST:

_____

By: GREGORY C. HARRELL, as
Clerk of the Court and Comptroller and Clerk to the Board

APPROVED AS TO FORM AND LEGALITY:

For: _____

By: MATTHEW GUY MINTER, as
County Attorney

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