

**INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY,  
THE CITY OF SAN ANTONIO AND THE PASCO COUNTY SCHOOL BOARD  
FOR THE IMPROVEMENT OF ANTONIO WAY IN SAN ANTONIO, FLORIDA**

THIS AGREEMENT FOR THE PROPOSED IMPROVEMENTS OF ANTONIO WAY (hereinafter the "Agreement") is made and entered into between PASCO COUNTY, a political subdivision of the State of Florida acting by and through its Board of County Commissioners, the governing body thereof, (hereinafter referred to as the "COUNTY"), the CITY OF SAN ANTONIO, a municipal corporation organized under the laws of the State of Florida, acting by and through its City Council, the governing body thereof, (hereinafter referred to as the "CITY") and the DISTRICT SCHOOL BOARD OF PASCO COUNTY, ("SCHOOL BOARD"), a body corporate of the State of Florida, whose address is 7227 Land O'Lakes Boulevard, Land O'Lakes, Florida 34639,

**WITNESSETH:**

**WHEREAS**, intergovernmental coordination among governmental entities is necessary for the healthy growth and development of a region; and

**WHEREAS**, pursuant to the Florida Interlocal Cooperation Act of 1969, (Chapter 163.01, F.S.), the COUNTY, the CITY and the SCHOOL BOARD mutually desire to enter into an Interlocal Agreement for the sole purpose of providing roadway improvements to Antonio Way, hereinafter called the "PROJECT" as further depicted on the area map attached hereto as Exhibit "A"; and

**WHEREAS**, Antonio Way is a County maintained road approximately one-half mile in length half of which lies within the CITY with the remainder in the unincorporated area of the COUNTY; and

**WHEREAS**, the CITY believes it would be in the best interest of the public health and safety of the CITY'S residents to perform road improvements on Antonio Way in the CITY and to accept responsibility for all future maintenance for such roadway upon

completion of the Project; and

**WHEREAS**, the SCHOOL BOARD has a school site at the north end of Antonio Way whose students, faculty and visitors would benefit from an improved access and egress to this school site as a result of the proposed Project; and

**WHEREAS**, the COUNTY recognizes the public purpose and benefits to all residents of the CITY and the COUNTY and the COUNTY'S right of way in and around the CITY and the other nearby unincorporated areas of the COUNTY that would result from such said Project; and

**WHEREAS**, in recognition of the fact that the COUNTY has significant expertise in both performing and in supervising the type of work involved in the Project; that it has the present capability through the use of its employees, materials, supplies and equipment and/or the services of its competitively selected contractor or under the COUNTY's Annual Asphalt Resurfacing and Pavement Rehabilitation Contract to perform the work required by the CITY and the SCHOOL BOARD in a timely and efficient manner and that significant cost and time savings for the residents of the CITY and to the SCHOOL BOARD that would result from the coordination of the COUNTY, the CITY and the SCHOOL BOARD in such an endeavor; and

**WHEREAS**, the CITY and the SCHOOL BOARD have determined that it would serve a public purpose to utilize the COUNTY'S resources to complete the necessary Project identified by the CITY and the SCHOOL BOARD; and

**WHEREAS**, the SCHOOL BOARD may by contract or agreement expend funds to contribute to the improvements identified herein under the authority of Florida Statute 1013.51, and the SCHOOL BOARD recognizes the benefit of doing so under the premises herein; and

**WHEREAS**, the COUNTY, the CITY and the SCHOOL BOARD desire to enter into an interlocal agreement whereby each party will identify their responsibilities and

obligations relating to the improvements required for the designated Project.

**NOW, THEREFORE,** in consideration of the mutual covenants, terms and provisions contained herein, the parties, by execution of this Agreement, agree as follows:

**ARTICLE 1 – PURPOSE**

It is the intent of this Interlocal Agreement for the COUNTY, the CITY to cooperate in completing the PROJECT within the designated boundaries of the CITY and the unincorporated area of the COUNTY. The PROJECT shall consist of the improvement (including, but not limited to resurfacing where appropriate) of the existing roadway along Antonio Way beginning at Pasco Road and ending at Darby Road. The parties hereto believe that providing the PROJECT within the designated boundaries of the CITY is in the best interest of the public; will avoid needless and wasteful duplication of expenses for the improvements included in the PROJECT; will assure the provision of such improvements to the residents within the designated boundaries of the CITY and COUNTY without delay, uncertainty, or completion, and will advance the access and circulation of the residents of CITY and COUNTY to and from the adjacent property of the SCHOOL BOARD.

**ARTICLE 2 – SCOPE OF WORK**

The COUNTY will utilize the services of its Public Works Department employees, equipment and materials and/or a contractor secured through a competitive bidding process to perform the following work (hereinafter “Work”) within the project area designated on Exhibit A (Project Area):

(a) The COUNTY agrees to be responsible for insuring that all ditches and shoulders or disturbed areas are stabilized with sod and/or seed and mulch, and that traffic signage and striping, fences, mailboxes, shrubbery, sprinklers, trees, tree limbs, landscape features, and/or other personal property within the CITY’S municipal boundaries, which is

required to be installed or removed pursuant to the conditions of this Article, will be properly re-installed or replaced and/or restored subsequent to completion of the Work performed hereunder. Such Work will be performed on one or both sides of the roadway involved as noted on Exhibit A. The total linear foot total for such Work is estimated to be 2,640.

(b) Rework shoulders and/or provide edge preparation along or adjacent to the resurfaced portions of the road included in the Project to the extent specified by the COUNTY in the detailed estimate listed on Exhibit A.

(c) Where shoulder width is deemed adequate by the COUNTY, a minimum of two feet of widening shall be added on one or both sides of the roadway.

(d) Replace sod, signage, striping and or pavement markings.

The Work to be performed by the COUNTY pursuant to this Agreement is expressly limited to that Work delineated in subparagraphs (a) through (d) above.

### **ARTICLE 3 – PROGRESS OF WORK**

The COUNTY, in its sole discretion, will schedule and complete this Work using its best efforts and taking such measures as are deemed within the best interest of the COUNTY. It is the intent of the COUNTY to perform all Work pursuant to this Agreement within one hundred and twenty (120) days or less of the effective date of this Agreement, although the timeframe can be modified by the COUNTY upon written notice to the CITY and the SCHOOL BOARD. In such circumstances, however, the COUNTY shall use all reasonable efforts to schedule and complete this Work in a time frame that is consistent with the intended time frame specified.

### **ARTICLE 4 – OBLIGATIONS OF THE CITY AND THE SCHOOL BOARD**

During the course of the Work, the CITY will have on site a CITY flat bed dump truck with driver to haul away the dirt removed during the Work from in the Project Area.

During the course of the Work, the CITY and the SCHOOL BOARD shall be responsible to insure that no action is taken on their respective properties within the CITY'S

municipal boundaries or on the SCHOOL BOARD'S property along Antonio Way, which may impede or hinder the Work required to be performed hereunder.

Upon receipt of the County's Notice of Project Completion, the CITY shall assume full responsibility for all future repairs and/or maintenance for Antonio Way in perpetuity.

**ARTICLE 5 – NOTICE OF PROJECT COMMENCEMENT AND COMPLETION**

When the Work required pursuant to Article 3 of this Agreement is ready to begin, the COUNTY will notify the CITY and the SCHOOL BOARD via a written "Notice of Commencement" that the Work pursuant to this Agreement will commence within thirty (30) days of the date of the Notice.

When the Work required pursuant to Article 3 of this Agreement is completely performed and approved by the COUNTY, the CITY and the SCHOOL BOARD shall be notified via a written "Notice of Project Completion" that all Work pursuant to this Agreement is completed and acceptable to the COUNTY.

**ARTICLE 6 – PAYMENT FOR WORK**

The PROJECT cost is currently estimated to be for a not to exceed amount of \$254,086.58 (See Exhibit B – Engineer's Estimate which is attached hereto and incorporated herein by reference). The COUNTY, the CITY and the SCHOOL BOARD agree to equally split the costs and expenses relating to the PROJECT reflected on Exhibit B, including but not limited to, the cost of the resurfacing work involved, construction engineering inspection (CEI) and the County's internal administrative costs. Such payment from the CITY and the SCHOOL BOARD shall become due and payable to the Board of County Commissioners forty-five (45) days after the date of the COUNTY'S initial billing following completion of the Work.

The parties further acknowledge that site conditions and/or completed in place construction may make the actual final cost exceed the Project Cost Estimate. The COUNTY will notify the CITY and the SCHOOL BOARD before incurring any additional

costs over and above the Project Cost Estimate for any Work within the CITY'S or SCHOOL BOARD boundaries. Upon agreement by the parties, the COUNTY, the CITY and the SCHOOL BOARD shall split the difference in costs based on actual field measurements for any of the Work performed on the Project Area listed on Exhibit A.

Upon the request of the CITY or the SCHOOL BOARD, the COUNTY also agrees to submit the following documentation along with the request for reimbursement upon completion of the Project:

- a. Cover sheet signed by an authorized representative of the School Board with the amount of the reimbursement sought;
- b. Summary Sheet of all invoices, attached by vendor, with cumulative total;
- c. All backup invoices with proof of payment (copies of all cancelled checks or wire transfers as applicable) attached to each invoice, and any other documentation specifically required as part of a bid or contract if applicable;
- d. Copies of vendor agreements that are the subject of the request for reimbursement;
- e. Copy of written notice of final acceptance by the County confirming that the Work was performed in accordance with the requirements of the County's Annual Asphalt Contract.

#### **ARTICLE 7 – INDEMNIFICATION**

The School Board agrees to indemnify and hold harmless the City and the County, their officers, employees and agents from any and all liability and/or claims arising out of the negligence or willful misconduct of the School Board, its officers, employees, agents & assigns, in connection with the School Projects undertaken pursuant to this Agreement.

The City agrees to indemnify and hold harmless the School Board and the County, their officers, employees and agents from any and all liability and/or claims arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents & assigns, in

connection with the School Projects undertaken pursuant to this Agreement. The County agrees to indemnify and hold harmless the School Board and City, their officers, employees and agents from any and all liability and/or claims arising out of the negligence or willful misconduct of the County, its officers, employees, agents & assigns, in connection with the offsite infrastructure projects undertaken pursuant to the Agreement. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the City, School Board or the County as set forth in Section 768.28, Florida Statutes, as it now exists or as it may be amended from time to time. Each governmental entity shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the other entities harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, the County agrees that it is not an employee or agent of the School Board or the City, but is an independent contractor.

#### **ARTICLE 8 – TERMINATION**

Either party to this Agreement may cancel the same, upon the provision of seven (7) days written notice advising the other party of its intent to cancel the Agreement. Unless otherwise mutually agreed upon by the parties, said termination shall be effective seven (7) days after receipt of the written notice. Should the CITY or the SCHOOL BOARD elect to terminate this Agreement after the Work as defined in Article 3 has commenced, the CITY and the SCHOOL BOARD shall remain liable for reimbursing the COUNTY for all costs incurred relating to the Work through the effective date of the notice of termination.

#### **ARTICLE 9 – AUTHORITY FOR AGREEMENT**

Each party to this Interlocal Agreement warrants and represents to the other party that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body; that this Interlocal Agreement has been executed and delivered by an authorized officer of the governmental entity involved; and

that this Interlocal Agreement constitutes the legal, valid, and binding obligation of the executing party enforceable against it by the other party in accordance with its terms (except as enforceability may be limited by statutes or applicable bankruptcy or similar laws affecting creditor's rights, and by application of equitable principals if equitable remedies are sought).

**ARTICLE 10 – GENERAL PROVISIONS**

(A) **Funding:** Commencement of the Work within the Project Area will be contingent upon the parties' appropriation of the funds specified herein.

(B) **Notice:** Any notice, statement, payment request, or other communication required to be delivered or served by either party hereto shall be deemed delivered or served if mailed in any general or branch United States Post Office enclosed in an envelope addressed to the respective parties as follows:

**CITY:**

City Council  
City of San Antonio  
P.O. Box 75  
San Antonio, FL 33576

**COUNTY:**

Pasco County  
Attention: John J. Gallagher  
Pasco County Administrator  
West Pasco Government Center  
7530 Little Road, Suite 340  
New Port Richey, FL 34654

**SCHOOL BOARD:**

Pasco County School Board  
Attention: Heather Fiorentino  
Superintendent of Schools  
7227 Land O'Lakes Boulevard  
Land O'Lakes, Florida 34639

(C) **Entire Agreement:** This Agreement, including all referenced exhibits and attachments hereto, constitutes the entire Agreement between the COUNTY, the CITY and the SCHOOL BOARD and shall supercede, replace and nullify any and all prior



agreements or understandings, written or oral, relating to the matters set forth herein. Prior agreements or understandings, if any, shall have no force or effect whatsoever on this Agreement.

(D) **Headings:** The headings of the articles, sections, subsections, exhibits, and/or attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, subsection, exhibits, and/or attachments.

(E) **Applicable Law:** This Agreement shall be governed by the laws, rules, and regulations of the State of Florida. Venue for any claims, disputes, or other matters or questions between the COUNTY, the CITY and the SCHOOL BOARD shall be in Pasco County, Florida.

(F) **Assignment:** No assignment, delegation, transfer, or novation of this Agreement or any part hereof shall be made unless approved in writing by both the COUNTY, the CITY and the SCHOOL BOARD.

(G) **Amendments:** This Agreement shall only be amended by a writing duly executed by the COUNTY and the CITY.

(H) **Severability:** The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable with the remainder of the Agreement remaining valid and enforceable.

(I) **Term of the Agreement:** The term of this Agreement shall commence upon the effective date as defined herein and shall continue in full force until payment in full as provided under Article 7 of this Agreement is received from the CITY and the SCHOOL BOARD.

(J) **Recording:** This Agreement and any subsequent amendment hereto shall be filed with the Pasco County Clerk of the Circuit Court as provided by Section 163.02(11),

Florida Statutes.

(K) **Effective Date:** It is therefore acknowledged by the parties that this Agreement will be executed in counterparts. The effective date for purposes of this Agreement will be the date executed by the COUNTY.

**IN WITNESS WHEREOF**, the parties hereto through their duly authorized representatives do cause executed this Agreement effective the day and year as stated herein.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
PAULA S. O'NEIL  
Clerk & Comptroller

\_\_\_\_\_  
JACK MARIANO  
Chairman

ATTEST:

CITY OF SAN ANTONIO, FLORIDA

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
ANTHONY LISTER  
Mayor

ATTEST:

DISTRICT SCHOOL BOARD OF  
PASCO COUNTY

\_\_\_\_\_  
DATE:

By: \_\_\_\_\_  
HEATHER FIORENTINO  
Superintendent of Schools