

INTERLOCAL AGREEMENT – MAINTENANCE RESPONSIBILITY

This AGREEMENT is made and entered into on this _____ day of _____, 2026 by and between the CITY OF WILLISTON, a municipal corporation organized and existing under the laws of the State of Florida, which municipality is fully located within the boundaries of Levy County, Florida, hereinafter referred to as "CITY" and LEVY COUNTY, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the Florida Department of Transportation (FDOT), as part of a joint application to their Small County Outreach Program for Rural Areas of Opportunities (SCOP-Municipalities), has indicated that an agreement is needed to establish ownership and maintenance responsibilities for those portions of the SW 18th Street Rehabilitation Project that exist both within the city limits of the CITY and within the boundaries of the COUNTY.

WHEREAS, the COUNTY and CITY have agreed to work in a collaborative manner to develop an Interlocal Agreement concerning the ownership and maintenance of the SW 18th Street Rehabilitation Project.

WHEREAS, the COUNTY and CITY are authorized pursuant to section 163.01 Florida Statutes to enter into an Interlocal Agreement to cooperatively make the most effective use of their powers to their mutual advantage, and to provide services and facilities in accordance with geographic, economic, demographic, and other factors influencing the needs and development of the local community;

WHEREAS, the COUNTY and CITY are authorized pursuant to sections 125.01 (1) and 336.021 (3), Florida Statutes, to independently exercise the powers they agree to jointly exercise through this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the COUNTY and CITY agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. The SW 18th Street Rehabilitation Project will include milling and resurfacing of SW 18th Street and Airport Road; approximately 5,050 LF of asphalt pavement from CR 121 to SW 18th Place.
3. The COUNTY and CITY agree that the north portion of the project, NE 180th Avenue (LCR 502) from CR 121 to NE 25 Street is called "Airport Road" and is currently maintained by the COUNTY.
4. The COUNTY and CITY agree that the south portion of the project from the NE 25th Street to SW 18th Place is called "SW 18th Street" and is currently maintained by the CITY.

5. As the designated Local Agency, the CITY will manage and administer the SW 18th Street Rehabilitation Project under the FDOT's Local Agency Program project.
6. During the term of the project, the COUNTY authorizes the CITY to act on its behalf as much as it relates to the SW 18th Street Rehabilitation Project such that that action is consistent with the SCOP-M funding application attached herein as Exhibit A.
7. After the completion and acceptance of the SW 18th Street Rehabilitation Project and final payment has been made and received, the CITY shall assume full responsibility for continued and ongoing maintenance of the roadway within the project limits, extending from CR 121 to SW 18th Place. This includes the segment currently designated in part as NE 180th Avenue (LCR 502). Upon acceptance, said segment shall be incorporated into the City's Street System as SW 18th Street. The CITY shall maintain the improvements for the useful life of the improvements which is estimated to be fifteen (15) years.
8. After the completion and acceptance of the SW 18th Street Rehabilitation Project and final payment has been made and received, the CITY shall assume full responsibility for continued and ongoing maintenance of the public right-of-way within the project limits. The project limits include SW 18th Street, currently designated in part as NE 180th Avenue, (LCR 502) extending from SR 121 to NE 25th Street. Upon acceptance, this segment shall be incorporated into the City's Street System as SW 18th Street, and the CITY shall maintain all improvements for their useful life, estimated to be fifteen (15) years. This does not apply to underground or overhead utilities within the right-of-way. Utilities, and maintenance of those utilities, will continue to belong to the original owners.
9. This Interlocal Agreement and any amendment thereto shall become effective only upon execution by all parties and its filing with the Clerk of Court for the COUNTY and the City Manager for the CITY.

IN WITNESS WHEREOF, The Levy County Board of County Commissioners and the City of Williston City Council have each entered into this agreement and has caused it to be executed by their duly authorized officers.

LEVY COUNTY, FLORIDA

A political subdivision of the State of Florida

SIGNED this _____ day of _____, 2026

ATTEST:

Tim Hodge, Chair Person

Matt Brooks, Clerk of Court

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

GrayRobinson, P.A., Interim County Attorney

CITY OF WILLISTON, FLORIDA
A political subdivision of the State of Florida

SIGNED this _____ day of _____, 2026

ATTEST:

Darfeness Hinds, City Council President

Latricia Wright, City Clerk