

FM# 3504

**JOINT PROJECT AGREEMENT
BETWEEN
LEON COUNTY
AND
BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY**

This Agreement is made and entered into this 24th day of August 2015 by and between **LEON COUNTY, FLORIDA**, (“County”) a charter county and political subdivision of the State of Florida, whose mailing address is 301 S. Monroe Street, Tallahassee, FL 32301 and **CITY OF TALLAHASSEE – LEON COUNTY BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY** (“Blueprint”), whose address is 2727 Apalachee Parkway, Suite 200, Tallahassee, FL.

WITNESSETH

WHEREAS, providing connectivity along Magnolia Drive from Apalachee Parkway to Adams Street is a top priority for the City of Tallahassee and Leon County; and,

WHEREAS, the City and County have worked together to create a project that focuses on connecting residents living in the south part of town to multimodal transportation networks to link to local businesses, services, educational institutions and employment centers; and

WHEREAS, the City and County identified ways to participate in the funding of the project and to utilize Blueprint’s Land Bank funds, and in order to identify the exact role of each agency the project parameters were further defined through community input as well as project feasibility studies; and

WHEREAS, community involvement at community meetings conducted in August and November of 2014 helped identify community priorities and solicit feedback regarding the “Magnolia Drive Multiuse Trail Project” (“Project”) that resulted in several recommended Project phases; and

WHEREAS, upon applying the community feedback regarding the Project phases, which were broken down into Phases 1, 2, 2A, 2B, 3, 4, 5, 6 and 7, to the project resources resulted in cost estimates that included design and permitting for Phases 2B and 3 through 6, right of way, construction engineering inspection (CEI), construction, utility relocation and enhanced amenities such as bus shelters and decorative landscape (benches and brick work), as well as an estimated schedule for each of these phase; and

WHEREAS, these recommended Project phases and estimated costs were presented to Blueprint’s governing board (“IA”) at its April 1, 2015 meeting for consideration; and the board unanimously approved the recommended Project phases, as described in more detail in Exhibit “A”, attached hereto and made a part hereof, and approved an appropriation of \$7,983,300, of which \$6,150,000 can be currently

allocated to the Project, from Blueprint's Land Bank Budget for the implementation of all phases of the Project, except Phase 7, after a super majority vote of the City and the County was conducted to add this Project to Tier 1 of the Blueprint Program as required by its Amended and Restated Interlocal Agreement, dated as of February 1, 2003, and as further amended from time to time; and

WHEREAS, the remaining amount of \$1,833,300 will be allocated by Blueprint in the outlying years as needed for the Project and until budgeted cannot be encumbered by the Project; and,

WHEREAS, the County and Blueprint intend to work together cooperatively and in the public's best interest to accomplish the implementation of the various phases of the Magnolia Drive Multiuse Trail Project as approved and as described in the Agency's April 2015 Agenda Item and the minutes of the meeting.

NOW THEREFORE, in consideration of the above recitals, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. A. The Project consists of several phases, with each phase having an estimated cost, which are as outlined in the conceptual drawing attached hereto as Exhibit "A", and made a part hereof.

B. The County agrees to undertake the design, permitting and construction of each phase of the Project in accordance with all applicable federal, state, and local statutes, rules and regulations and standards. The County shall be responsible for obtaining clearances/permits required for the design of the Project from the appropriate permitting authorities.

C. At its request, Blueprint will be entitled at all times to be advised of the status of the design and construction work being completed by the County and of the details thereof. Coordination shall be maintained by the County with representatives of Blueprint throughout the project. Additionally, to the extent a phase of the Project is already designed or is already in final design at the time of the execution of this Agreement, Blueprint shall be provided with copies of the Project plans for each phase of the Project, either not in final design or not yet designed, at 30%, 60%, 90% and Final Design and shall be informed of any subsequent Project modifications, whether deletions or additions.

D. Blueprint agrees to coordinate right of way acquisition for all phases of the Project that requires private property in order to be constructed and will rely on the County to provide information sufficient to allow Blueprint to identify the right of way and develop right of way cost estimate(s), which costs shall then be reserved by Blueprint for acquiring the right of way.

- E. At its request, Blueprint will be entitled at all times to be provided with an accounting of the funds expended by the County during each of the phases so that the Blueprint can stay informed of the status of the Project until the Project is completed and/or funding is depleted and additional funding is needed.
3. Transfer of the aforementioned Blueprint funds to the County for the Project phases shall occur at the time Blueprint is presented with evidence of Contract(s) approved by the County for design, construction, CEI and other related services, which are eligible for Blueprint funding.
 4. The parties acknowledge and agree that there are limitations on the use of Blueprint funds and thus Blueprint funds may only be used for costs allowed and permitted pursuant to its Amended and Restated Interlocal Agreement and consistent with Blueprint's approval of the Project.
 5. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the County under any circumstances without the prior written consent of Blueprint.
 6. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding upon both the County and Blueprint until the construction of all phases of the Project are completed, but in no event later than December 31, 2019.
 7. To the extent permitted by law, Blueprint and the County covenant and agree that each shall indemnify, defend, save and hold the other harmless from any and all legal actions, claims or demands by any person or legal entity caused by the negligent or wrongful actor or omission of any employee of the party while acting within the scope of their employment or office. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of either party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which a party may be entitled. Furthermore, the parties specifically understand and agree that this provision is not intended, and shall not be construed, to require a party to be indemnified for its own negligence, act, error, or omission.
 8. This Agreement shall be enforced and interpreted in accordance with the laws of the State of Florida. All suits relating to breach, enforcement, or construction of this Agreement shall be filed in a court of competent jurisdiction in Leon County, Florida.

9. All project records and accounts relating to this Agreement or the services maintained by the County or its agents, contractors or consultants, shall be subject to review, copying and audit by Blueprint or its representative for a period of three (3) years after completion of the Project as defined by this Agreement.
10. This Agreement shall constitute the entire agreement between the parties with reference to the services described herein. No amendment to this Agreement shall be binding unless it is in writing and signed by an authorized representative of each party. All previous and collateral agreements, representations, warranties, promises, and conditions relation to the subject matter of this Agreement are superseded by this Agreement.
11. All notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

FOR THE AGENCY Blueprint 2000 & Beyond

2727 Apalachee Parkway, Suite 200
Tallahassee, FL 32301

Attn: Charles Hargraves, BP Manager OR
Debra W. Schiro, BP Legal Counsel

FOR LEON COUNTY

301 S. Monroe Street, Suite 202
Tallahassee, FL 32301

Attn: Kathy Burke, Acting Director Public Works OR
Herb Thiele, County Attorney

REMINDER OF THE PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the AGENCY has caused this Agreement to be executed in its behalf this 24th day of August, 2015, by its Manager, being authorized to enter into and execute same by the AGENCY.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LEON COUNTY-CITY OF TALLAHASSEE
BLUEPRINT 2000 INTERGOVERNMENTAL
AGENCY

By: [Signature]
Charles Hargraves
Its: Blueprint Manager
Date: 8/19/15

LEON COUNTY, FLORIDA



By: [Signature]
Vincent S. Long
Its: County Administrator
Date: 8.12.15

APPROVED AS TO FORM:

By: [Signature]
Debra W. Schiro, Esq.
Blueprint 2000 Legal Counsel

APPROVED AS TO FORM:

By: [Signature]
Herbert W. A. Thiele, Esq.
Leon County Attorney's Office

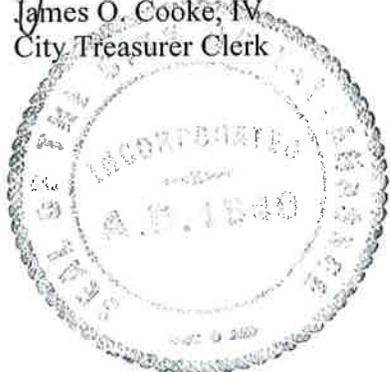
ATTEST:

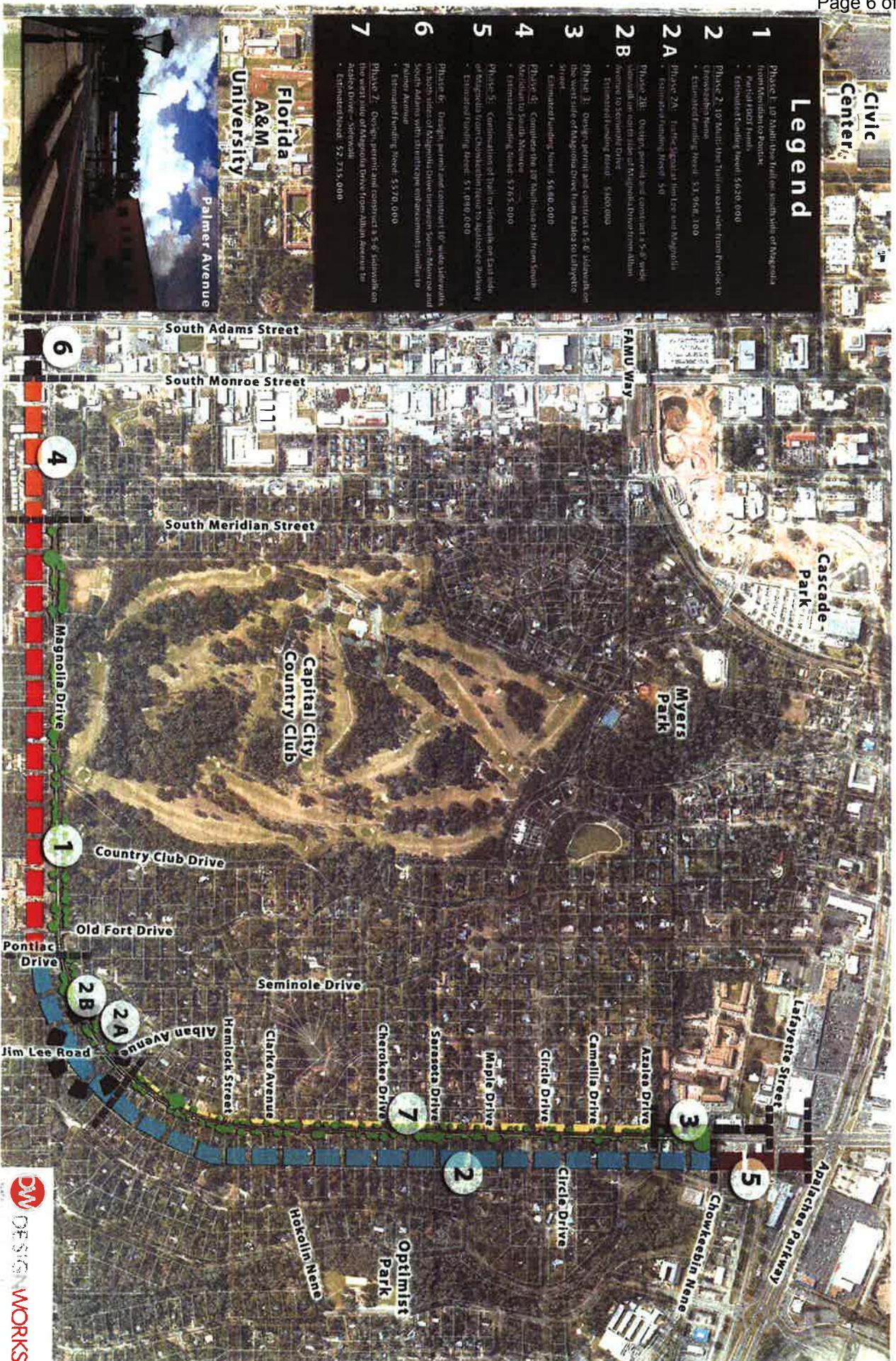
By: [Signature]
James O. Cooke, IV
City Treasurer Clerk



ATTEST:

By: [Signature]
Bob Inzer, Clerk of Court,
Leon County, Florida





Legend

- 1** Phase 1: 10' Right-of-Way Trail on south side of Magnolia from Ferdinand to Pontiac.
 - Parcel #8227, Parcel #8228, Parcel #8229
 - Estimated Funding: \$6,630,000
- 2** Phase 2: 10' Multi-Use Trail on east side from Pontiac to Crosswingshine.
 - Estimated Funding: \$3,900,000
- 2A** Phase 2A: Traffic Signal at Jim Lee and Magnolia.
 - Estimated Funding: \$500,000
- 2B** Phase 2B: Occiput permit and construct a 2' x 6' sidewalk on the west side of Magnolia Drive from Azalea to Lafayette Avenue to Seminole Drive.
 - Estimated Funding: \$1,000,000
- 3** Phase 3: Design, permit and construct a 2' x 6' sidewalk on the west side of Magnolia Drive from Azalea to Lafayette Avenue.
 - Estimated Funding: \$6,630,000
- 4** Phase 4: Construct the 10' Right-of-Way Trail from South Meridian to South Monroe.
 - Estimated Funding: \$7,650,000
- 5** Phase 5: Construction of trail for sidewalk on east side of Magnolia from Cherokee Drive to Jim Lee to Old Fort.
 - Estimated Funding: \$1,919,000
- 6** Phase 6: Design, permit and construct the wide sidewalk on the west side of Magnolia Drive from Alban Avenue to South Adams Street.
 - Estimated Funding: \$2,715,000
- 7** Phase 7: Design, permit and construct the wide sidewalk on the west side of Magnolia Drive from Alban Avenue to South Adams Street.
 - Estimated Funding: \$2,715,000