



LAKE COUNTY  
FLORIDA

November 16, 2016

Mr. John Drury, City Administrator  
City of Tavares  
Post Office Box 1068  
201 East Main Street  
Tavares, FL 32778

RE: Interlocal Agreement between Lake County and the City of Tavares to Transfer Jurisdiction of  
Camp Road

Dear Mr. Drury:

Enclosed please find an original referenced Agreement for your records. In accordance with the Agreement, November 8, 2016, is the date the last party executed the Agreement, which shall establish the effective date the City shall accept ownership interests and maintenance responsibilities of Camp Road as identified therein.

Thank you for your cooperation and partnership. If you have any questions, please do not hesitate to contact me at (352)253-6005.

Sincerely,

Jim Stivender, Jr., P.E., P.L.S.  
Director

Enclosure: Original Interlocal Agreement

cc: Lori Koontz, Road Operations Division Manager

PUBLIC WORKS DEPARTMENT  
P.O. Box 7800 • TAVARES, FL 32778 • P 352.253.6000 • F 352.253.6016  
*Board of County Commissioners • [www.lakecountyfl.gov](http://www.lakecountyfl.gov)*

**INTERLOCAL AGREEMENT BETWEEN**  
**LAKE COUNTY, FLORIDA AND**  
**THE CITY OF TAVARES TO**  
**TRANSFER JURISDICTION OF CAMP ROAD (CR 3442)**

THIS INTERLOCAL AGREEMENT is made this day by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “County,” and the City of Tavares, a municipal corporation organized under the laws of the State of Florida, hereinafter the “City,” to transfer jurisdiction of Camp Road (CR 3442).

**WHEREAS**, Section 163.01, Florida Statutes, provides that local governments may enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement; and

**WHEREAS**, Camp Road (CR 3442) runs from Lane Park Road to SR-19; and

**WHEREAS**, it is in both the County and City’s best interest to transfer the ownership and maintenance responsibilities associated with Camp Road from the County to the City.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **County Obligations.** In accordance with Section 335.0415, Florida Statutes, County shall transfer any and all ownership interests and maintenance responsibilities that County may have in Camp Road (CR 3442), as identified in **Exhibit A**, attached hereto and incorporated herein by reference, to the City, effective on the date the last party hereto executes this Agreement (“Effective Date”).
3. **CITY Obligations.** The City shall accept any and all of County’s ownership interest and maintenance responsibilities of Camp Road (CR3442) as identified in **Exhibit A** upon

the effective date of this Agreement in accordance with the provisions of Section 335.0415, Florida Statutes.

4. **Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

5. **Notices.**

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager  
P.O. Box 7800  
Tavares, Florida 32778

CITY

City Manager  
P.O. Box 1068  
Tavares, FL 32778

cc: Road Operations Manager  
P.O. Box 7800  
Tavares, Florida 32778

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

6. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

7. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

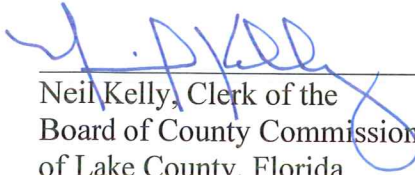
8. **Effective Date.** This Agreement shall become effective on the date the last party hereto executes the document.

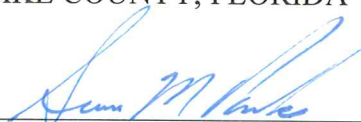
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute the same and by the City of Tavares, signing by and through its duly authorized representative to execute the same.

**COUNTY**

ATTEST:


BOARD OF COUNTY COMMISSIONERS OF  
LAKE COUNTY, FLORIDA

  
\_\_\_\_\_  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

  
\_\_\_\_\_  
Sean M. Parks, Chairman


This 8th day of November, 2016.

Approved as to Form & Legality:

  
\_\_\_\_\_  
Melanie Marsh  
County Attorney

Interlocal Agreement Between Lake County, Florida and the City of Tavares to Transfer Jurisdiction of Camp Road (CR 3442)

CITY OF TAVARES



\_\_\_\_\_  
Print Name: Lori Pfister


\_\_\_\_\_  
Title: Mayor

\_\_\_\_\_  
ATTEST:

This 20th day of July, 2016.

  
\_\_\_\_\_  
Nancy A. Barnett, City Clerk

Approved as to Form and Legality:

  
\_\_\_\_\_  
Robert Q. Williams, City Attorney



**EXHIBIT A: CAMP ROAD**

