



LAKE COUNTY
FLORIDA

June 1, 2017

Mr. Rodney Lucas, Interim City Manager
City of Groveland
156 South Lake Avenue
Groveland, FL 34736

RE: Interlocal Agreement between Lake County and the City of Groveland to Transfer
Jurisdiction of Eagles Crossing (CR 1426)

Dear Mr. Lucas:

Enclosed please find an original referenced Agreement for your records. In accordance with the Agreement, May 23, 2017, is the date the last party executed the Agreement, which shall establish the effective date the City shall accept ownership interests, operation and maintenance responsibilities of Eagles Crossing as identified therein. In regards to the specified work to be performed by the County, the milling and resurfacing has been completed and the thermoplastic striping will be completed within the next fourteen (14) days.

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.

Enclosure: Original Interlocal Agreement

cc: Lori Koontz, Road Operations Division Manager

: LLK

PUBLIC WORKS DEPARTMENT

P.O. BOX 7800 ♦ TAVARES, FLORIDA 32778-7800 ♦ P 352.253.6000 ♦ F 352.253.6016
Board of County Commissioners ♦ www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICB, QEP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5

INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA AND
THE CITY OF GROVELAND, FLORIDA TO
TRANSFER JURISDICTION OF EAGLES CROSSING (CR 1426)

THIS INTERLOCAL AGREEMENT is entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Groveland, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the "City," to transfer jurisdiction of Eagles Crossing (CR 1426) located in Groveland.

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal 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 of the affected governmental entities; and

WHEREAS, Eagles Crossing (CR 1426) runs from State Road 50 to County Road 565A; and

WHEREAS, it is in both the County and City's best interest to transfer the jurisdiction, ownership interests, operation and maintenance responsibilities associated with Eagles Crossing from the County to the City; and

WHEREAS, the County intends to make improvements to the surface of a portion of Eagles Crossing and by doing so facilitate the transfer of Eagles Crossing in the City's jurisdiction.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants 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.**

A. In accordance with Section 335.0415, Florida Statutes, the County agrees to transfer to the City any and all jurisdiction, ownership interests, operation and maintenance responsibilities that the County may have in Eagles Crossing (CR 1426), extending from State

Road 50 to County Road 565A, as specifically identified in **Exhibit A**, attached hereto and incorporated herein by reference, effective on the date the last party hereto executes this Agreement (“Effective Date”).

B. Within six (6) months of the Effective Date of this Agreement, the County agrees to mill and resurface, at no cost to the City, 780 linear feet (LF) of Eagles Crossing (CR 1426), beginning at the intersection of State Road 50. The County shall utilize its existing on call-contract for milling, road resurfacing and striping and shall be solely responsible for the work. The County agrees to provide the City with notice at least two (2) weeks prior to start of the milling and resurfacing work, and in exchange, no right of entry, permit or other prior approval will be required by the City prior to start of the milling and resurfacing work of this subject 780 LF.

3. **City Obligations.** The City shall accept any and all of County’s ownership interests, operation and maintenance responsibilities of Eagles Crossing (CR 1426) 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
156 South Lake Avenue
Groveland, Florida 34736

cc: Road Operations Manager
Post Office 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, to 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.

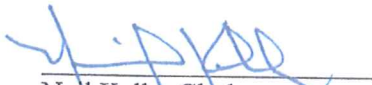
7 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

8 Effective Date. This Agreement shall become effective upon the date the last party hereto executes it.


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, and by the City of Groveland, Florida, through its City Council, signing by and through its Mayor.

ATTEST:

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS




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



Timothy I. Sullivan, Chairman

This 23 of May, 2017.

Approved as to form and legality:



Melanie Marsh, County Attorney

Interlocal Agreement between Lake County and the City of Groveland to Transfer Jurisdiction of Eagles Crossing

CITY OF GROVELAND, FLORIDA

Darren McMeekin
Acting Mayor

This 3 day of April, 2017.

ATTEST:

[Signature]
Acting City Clerk

Approved as to form and legality:

Anita Geraci-Carver
Anita Geraci-Carver, City Attorney

Exhibit A – Eagles Crossing Location Map

