

# DEPARTMENT OF PUBLIC SERVICES



SPECIAL SERVICES DIV.  
ENGINEERING DIV.  
ROAD OPERATIONS DIV.  
123 N. SINCLAIR AVE.  
TAVARES, FLORIDA 32778-3229  
(904) 343-9655  
SUNCOM: 659-1655  
FAX: 343-9596

SOLID WASTE MGMT. DIV.  
28215 HWY. C-561  
TAVARES, FLORIDA 32778-9491  
(904) 343-9619  
SUNCOM: 659-1619  
FAX: 343-9595

AQUATIC PLT./MOSQ. CTRL. DIV.  
401 S. BLOXHAM AVE.  
TAVARES, FLORIDA 32778-3229  
(904) 343-2011  
SUNCOM: 659-1682

October 27, 1993

Mr. Robert Beaugrand  
Director of Community Redevelopment  
City of Mount Dora  
P. O. Box 176  
Mount Dora, Florida 32757

Re: Interlocal Agreement Between Lake County and the Community  
Redevelopment Agency, Mount Dora, Highland Street, Relating to  
Curb and Gutter Demolition and Construction

Dear Mr. Beaugrand:

Enclosed is a an original of the Interlocal Agreement with Lake  
County for the above referenced project which was approved by the  
Board of County Commissioners on October 19, 1993.

The cost of the demolition, reconstruction, and construction of the  
curbs and gutters is \$35,604.00 of which the County shall pay fifty  
percent (50%). The location of the project is along the east and  
west sides of the right of way of Highland Street from Fifth Avenue  
to Shirley Avenue, as specified in the Community Redevelopment  
Agency's Bid #CR9302. The check is being processed by the Finance  
Department and will be mailed as soon as possible.

If you have any questions or I can be of further assistance, please  
feel free to contact me.

Sincerely,

Jim Stivender, Jr., P.E., P.L.S.  
Senior Director of Public Services

JSjr:skh

Enclosure: One Original of Interlocal Agreement

cc: Timothy P. Hoban, Senior Assistant County Attorney (One Copy)  
Pat Abel, Contract Specialist - Purchasing (Two Originals)

WP51\JSJ\CRBGTRWK.LTR

DISTRICT ONE  
RHONDA H. GERBER

DISTRICT TWO  
DON BAILEY

DISTRICT THREE  
RICHARD SWARTZ

DISTRICT FOUR  
CATHERINE C. HANSON

DISTRICT FIVE  
WELTON G. CADWELL

INTERLOCAL AGREEMENT  
BETWEEN  
LAKE COUNTY  
AND  
THE COMMUNITY REDEVELOPMENT AGENCY, MOUNT DORA  
RELATING TO  
CURB AND GUTTER DEMOLITION AND CONSTRUCTION

This is an Interlocal Agreement between:

LAKE COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY", through its Board of County Commissioners;

and

THE COMMUNITY REDEVELOPMENT AGENCY, MOUNT DORA, a redevelopment agency established by the City of Mount Dora, a Florida municipal corporation, its successors and assigns, hereinafter referred to as "CRA", through its Board of Directors.

WITNESSETH:

WHEREAS, Subsection 125.01(1)(m), Florida Statutes, authorizes counties to provide arterial and other roads; and

WHEREAS, Subsection 125.01(1)(p), Florida Statutes, authorizes counties to enter into agreements with other governmental agencies for joint performances of either agency's authorized functions; and

WHEREAS, Subsection 163.01(5), Florida Statutes, provides that a joint exercise of power by public agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, both COUNTY and CRA are "public agencies" as defined in Section 163.01, Florida Statutes; and

WHEREAS, COUNTY and CRA desire to cooperate in the construction and maintenance of road improvements, specifically curbs and gutters, upon a county right of way located within the

corporate city limits of the City of Mount Dora, and within CRA's redevelopment district;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter contained, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Construction of Curbs and Gutters. COUNTY shall pay fifty percent (50%) of the cost of demolition, reconstruction, and construction of the curbs and gutters along east and west sides of the right of way of Highland Street from Fifth Avenue to Shirley Avenue, as specified in CRA's Bid #CR9302.

Section 3. Bid Procedure. CRA requested sealed bids, pursuant to CRA's purchasing policy, for the construction project specified in CRA's Bid #CR9302, and determined that the lowest sealed bid for the entire project is Ninety Three Thousand and Six Hundred Dollars (\$93,600.00), and that the cost of the demolition, reconstruction, and construction of the curbs and gutters in that bid is \$35,604.00.

Section 4. Construction and Payment Procedures. COUNTY shall supervise, inspect, and approve the demolition, reconstruction, and construction of the curbs and gutters, and COUNTY, pursuant to written instructions from CRA, shall reimburse CRA the amounts on the invoices submitted by the contractor selected by CRA to construct the curbs and gutters.

Section 5.      Permit and Inspection Fees.      COUNTY      shall waive any and all COUNTY permit and inspection fees for the project.

Section 6.      Liens.      CRA acknowledges that the property upon which the construction project specified in CRA's Bid #CR9302 shall be constructed is COUNTY property, and that no liens shall be permitted to be filed against such property in connection with the construction of the project specified in CRA's Bid #CR9302.

Section 7.      Term.      The term of this Interlocal Agreement shall be from its date of execution until its termination.

Section 8.      Termination.      Either party may terminate this Interlocal Agreement by giving thirty (30) days written notice to the other party. However, the party terminating this Interlocal Agreement shall be liable to the other party for all costs and damages incurred by the other party.


Section 9.      Modification.      No modification or 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.

Section 10.      Entire Agreement.      This Interlocal Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefrom, and shall not invalidate the remaining provisions.

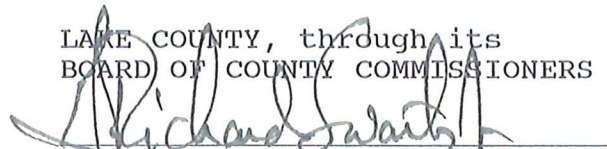
Interlocal Agreement  
The Community Redevelopment Agency, Mount Dora  
Lake County  
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IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 19th day of October, 1993, and THE COMMUNITY REDEVELOPMENT AGENCY, MOUNT DORA, through its BOARD OF DIRECTORS, signing by and through its Chairman, authorized to execute the same by Board action on the 19 day of MAY, 1993.

ATTEST:

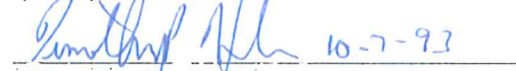
  
James C. Watkins, Clerk  
Of The Board of County  
Commissioners of Lake  
County, Florida

COUNTY

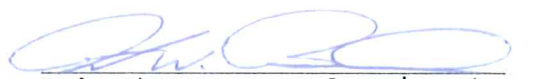
LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS  
  
G. Richard Swartz, Jr.; Chairman

This 21st day of October,  
1993.

Approved as to form and legality  
by County Attorney for Lake  
County, Florida  
315 West Main Street  
Tavares, Florida 32778  
(904) 343-9787

  
Timothy P. Hoban  
Senior Assistant County Attorney

ATTEST:

  
Robert Beaugrand, Director  
The Community Redevelopment  
Agency, Mount Dora

CRA

THE COMMUNITY REDEVELOPMENT  
AGENCY, MOUNT DORA

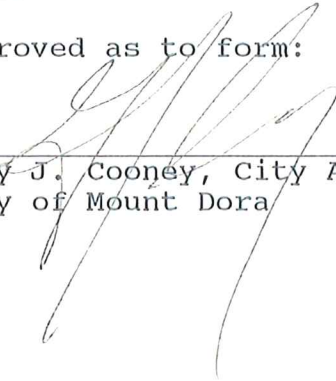
  
R. Scott Alderman, Chairman

This 19 day of MAY,

Interlocal Agreement  
The Community Redevelopment Agency, Mount Dora  
Lake County  
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1993.

Approved as to form:



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Gary J. Cooney, City Attorney  
City of Mount Dora