



LAKE COUNTY
FLORIDA

February 1, 2016

John Drury, City Administrator
City of Tavares
201 East Main Street
Tavares, FL 32778

RE: Interlocal Agreement between Lake County, Florida and the City of Tavares for
Alfred Street Infrastructure

Dear Mr. Drury:

On January 19, 2016, the Lake County Board of County Commissioners approved the
above referenced interlocal agreement. Enclosed is a fully executed original of the
document for your files.

We are moving forward with the Alfred Street Resurfacing Project and hope to have the
roadwork underway within the next few months. As stated in the Agreement, the County
shall make payment to the City in the amount of \$46,742 either thirty (30) days after the
completion of the Alfred Street Resurfacing Project or thirty (30) days after the City
constructs the drainage improvements, whichever occurs first. Please send an invoice
for payment to my attention as appropriate.

As always, it is a pleasure working with you. Please give me a call at (352)343-6439 if
you have any questions.

Sincerely,

Lori L. Koontz
Road Operations Division Manager

LK/dcm
Enclosure

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

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE CITY OF TAVARES FOR
ALFRED STREET INFRASTRUCTURE**

THIS IS AN INTERLOCAL AGREEMENT 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.

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, and

WHEREAS, Old 441/Alfred Street is a road located in Lake County which runs from US 441 in Tavares to US 441 in Mt. Dora, and hereinafter referred to as “Alfred Street”, and

WHEREAS, Alfred Street from Disston Avenue in Tavares east to the Lake County line is a County maintained road, and

WHEREAS, a portion of Alfred Street including a portion located within City is planned to be resurfaced by County in the 2016 fiscal year (the “Project”), and

WHEREAS, in connection with the project in City, there are stormwater improvements that are needed and which would be of benefit to both City and County; and

WHEREAS, County and City have come to an agreement on how the stormwater improvements to Alfred Street will be made and paid for, and which entity shall be responsible for the future maintenance of a portion of Alfred Street located in City (the “Transferred Roadway”) after such improvements are made.

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.** County shall mill and resurface portions of Alfred Street which work shall include the Transferred Roadway. County shall comply with all applicable provisions of the Florida Statutes regarding the bidding of construction services, including Section 255.0525, Florida Statutes, and Section 255.20, Florida Statutes. County intends to utilize its existing on-call contracts for road resurfacing and milling, and pavement base repair. County shall be solely responsible for construction of the Project. County will provide the plans, process any change orders, and manage the day to day project inspection. In addition, County shall pay to City the sum of \$46,742.00 as its share of necessary drainage improvements to be constructed by City in the area of the Transferred Roadway. County make such payment to City thirty (30) days from the date the Alfred Street Project is complete and the Transferred Roadway is transferred to City or thirty (30) days after the City constructs drainage improvements in the area adjacent to the Transferred Roadway, whichever occurs first.

3. **City Obligations.** City shall be responsible for any necessary stormwater improvements that are necessary outside County's right of way.

4. **Ownership and Maintenance of Completed Project.** In accordance with Florida Statute 335.0415, City and County agree that upon completion of the Project and payment of the sums described above by County to City, City shall take ownership and maintenance responsibility for that portion of Alfred Street from Disston Avenue east to the intersection of Alfred Street with Dora Avenue, the Transferred Roadway, including all stormwater and drainage systems and the railroad crossing agreement that currently exists between County, the Florida Department of Transportation and Florida Central Railroad for the railroad crossing that exists in the transferred area..

5. **Term and Termination.** This agreement shall become effective upon both parties executing the agreement and it shall remain in force until completion of the Project and payment of all sums due hereunder.

6. **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.

7. 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 Administrator
P.O. Box 168
Tavares, Florida 32778

cc: Lake County Public Works
Attn: Public Works Director
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.

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

9. 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.

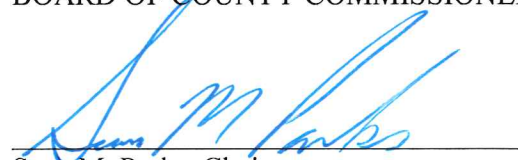
IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by the City of Tavares, Florida, through its City Commission, signing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

ATTEST:

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS




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



Sean M. Parks, Chairman

This 25th of January, 2016

Approved as to form and legality:



Melanie Marsh
County Attorney


CITY OF TAVARES



Kirby Smith, Mayor

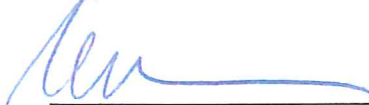
This 6th day of October, 2015.

ATTEST:



Nancy A. Barnett, City Clerk

Approved as to form and legality:



Robert Q. Williams, City Attorney