

**INTERLOCAL AGREEMENT
BETWEEN SUMTER COUNTY AND CITY OF WILDWOOD
CR 209 RESURFACING AND C-466A WIDENING IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2011 (the “Agreement”), by and between **SUMTER COUNTY, FLORIDA** (the “County”), and the **CITY OF WILDWOOD, FLORIDA** (the “City”).

RECITALS:

- A. The County is a political subdivision of the State of Florida authorized by Chapter 125, Florida Statutes, to provide for the health, safety, and welfare of its citizens;
- B. The City is a political subdivision of the State of Florida authorized by Chapter 166, Florida Statutes, to provide for the health, safety, and welfare of its citizens;
- C. The County and City provide for the maintenance and resurfacing of roads under their respective jurisdiction and further, in accordance with the Interlocal Service Boundary and Joint Planning Agreements (the “ISBA/JPA”) between the County and City, adopted by the County per Ordinance 2009-14 on April 14, 2009, and the City per Ordinance 2009-10 on April 13, 2009;
- D. CR 209 is currently designated by the Lake-Sumter Metropolitan Planning Organization (the “MPO”) as an Emerging Regionally Significant Road;
- E. The ISBA/JPA provides that if an Emerging Regionally Significant Road is not reclassified by the MPO as a Regionally Significant Road by April 14, 2012, then those portions of the road that meet the 51% annexation threshold as defined by the ISBA/JPA shall transfer jurisdiction from the County to the City;
- F. City and County acknowledge and agree that without the connectivity to SR 44, CR 209 shall not be classified as a Regionally Significant Road by the MPO;
- G. City and County acknowledge and agree that connectivity between CR 209 and SR 44 will not occur by April 14, 2012;
- H. C-466A is currently designated by the MPO as a Regionally Significant Road;
- I. City and County acknowledge and agree that the design and construction (to County and Florida Department of Transportation (“FDOT”) standards) of C-466A is a County responsibility;
- J. County does not pay for electrical costs nor routine maintenance such as changing bulbs for street lighting except at designated intersections and for intersection signalization;
- K. City desires and County is willing to incorporate landscaping, irrigation, and lighting to City standards in the County design and construction of the widening of C-466A from Powell Road west to US 301 (“C-466A Segment”), as otherwise set forth in this Agreement;

- L. Chapter 163, Florida Statutes, provides for local governments to enter into agreements that provide for the health, safety, and welfare of its citizens.

NOW, THEREFORE, the County and City, in accordance with the above recitals, which are incorporated herein, in *haec verba*, acknowledge and agree as follows:

1. Authority. This Agreement is entered into pursuant to the authority set forth in Chapter 163, Florida Statutes (2010) and is consistent with the Comprehensive Plans for both the County and City.
2. Improvement to CR 209. The County and City acknowledge and agree that CR 209, from C-462E to C-466E, is in need of repair and resurfacing as detailed in the attached Exhibit "A".
3. Apportionment of Cost of CR 209 Improvement. The cost of the CR 209 improvements, as detailed in Exhibit "B", shall be shared between the County and the City based on the proportion of total parcel frontage along the above described segment of CR 209 that is within the City's jurisdiction. As of the date of this Agreement, the total parcel frontage along the above described segment of CR 209 is 29,088 feet MOL. The portion of the total parcel frontage within the City is 6,006 feet MOL or 20.6% of the total parcel frontage. Based on this 20.6% proportion of CR 209 frontage, the City's estimated proportionate share of the costs detailed in Exhibit "B" for the repair and resurfacing of CR 209 is approximately \$197,432.56. The County shall be responsible for all design and permitting, CEI, and construction costs in excess of the City's proportionate share.
4. Payment of City's Proportionate Share of CR 209 Improvement Costs. In lieu of a cash payment to County, the City shall be authorized by County to pay its proportionate share of the costs described herein through the transfer of goods and services. It is acknowledged and agreed by City and County that the goods and services contemplated by this Agreement have a certified value of \$197,432.56. The value of goods and services to be transferred by City to County in lieu of a cash payment are detailed in Exhibit "C", which is incorporated herein, *in haec verba*.
5. Incorporation of City Design and Construction Requests for C-466A Segment. In lieu of utilizing a water truck or other potable means, the County will design and construct an irrigation system and landscaping utilizing City standards for the shoulder and median areas of the C-466A Segment where shoulders and medians will be constructed, subject to the conditions outlined in Exhibit "C". City, in perpetuity, acknowledges and agrees that it shall provide all water necessary for the maintenance of any landscaping installed, and further, shall maintain any irrigation system installed at no cost to County. County shall design and construct street lighting for the C-466A Segment, including the City specified decorative lighting. City, in perpetuity, acknowledges and agrees that it shall pay for all electricity costs and all routine maintenance costs associated with such lighting, such as replacement bulbs, sockets, wiring, etc., for the street lighting installed on the C-466A Segment of the project.

6. Amendment. This Agreement may be modified or terminated in writing only by the mutual agreement of both parties.
7. Severability. If any one or more of the provisions of this Agreement is determined to be contrary to law then such provisions shall be deemed null and void and shall be deemed separate from the other provisions of the Agreement.
8. Matters Unaffected. No right or obligation that may currently or subsequently, exist respecting the parties and their relationship of one to the other shall be deemed waived or otherwise affected by this Agreement unless such right or obligation is specifically addressed herein.
9. Effective Date. This Agreement shall become effective upon its execution by the County and City.
10. Governing Venue. Venue for any challenge or suit relating to this Agreement shall lie in the Circuit Court, in and for Sumter County, Florida. In addition, the prevailing party in any litigation initiated to enforce the terms of this Agreement shall be entitled to the recovery of its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the County and City hereto have executed this Agreement by their duly authorized representative.

ATTEST:

AS TO COUNTY:
BOARD OF COUNTY
COMMISSIONERS SUMTER COUNTY

Clerk of the Court

Don Burgess, Chairman

Date: _____

Approved as to Form:

County Attorney

ATTEST:

AS TO CITY:
CITY OF WILDWOOD COMMISSION

City Clerk

Ed Wolf, Mayor

Date: _____

Approved as to Form:

City Attorney

12/1/2007 10:58 AM

REVISIONS:

SUMTER COUNTY FLORIDA
Department of Public Works
 319 E. Anderson Avenue
 Bushnell, Florida 33513
 Ph. (352) 793-0240 Fax. (352) 793-0427

NOTED UNLESS
 SIGNED, DATED AND SEALED
 REGISTERED PROFESSIONAL ENGINEER
 FL. REG. NO. 82816

CR 209
TYPICAL SECTION

Scale:
 N.T.S.
 Drawn By:
 BG
 Project Engineer:
 C. Wert, P.E.
 Drawing Number:
 N/A
 Sheet No.
 1 of 1

CR 209
TYPICAL SECTION (w/WIDENING)
 NOT TO SCALE

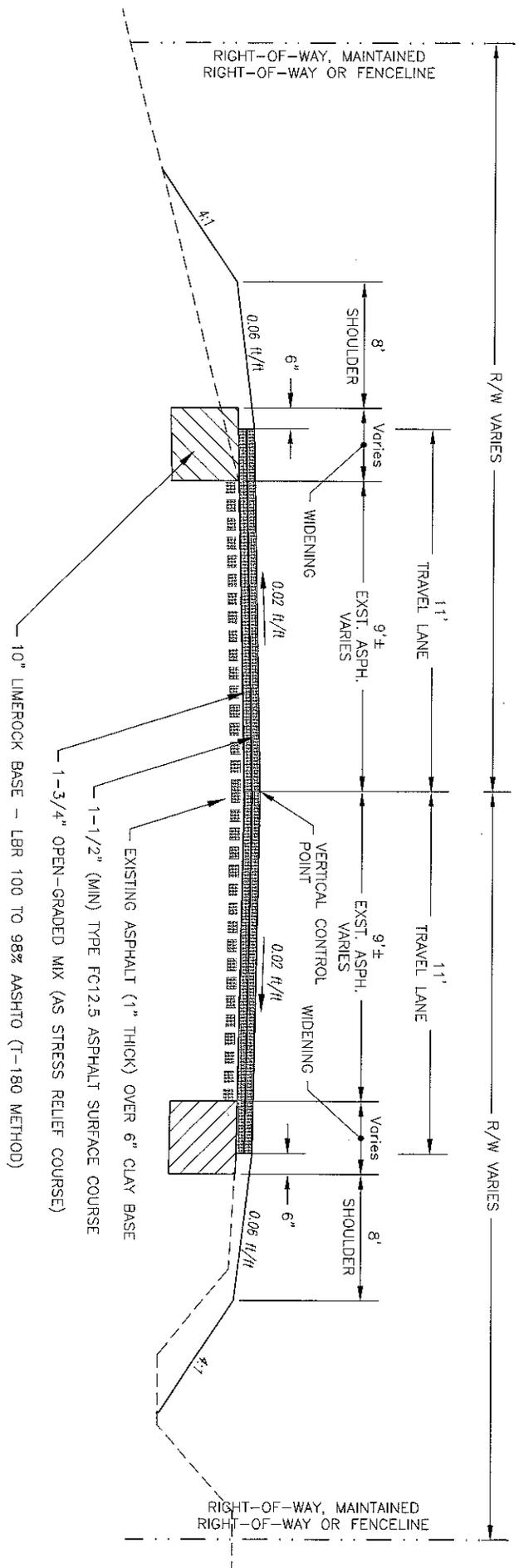


Exhibit A.

Exhibit "C"

City and County acknowledge and Agree that as consideration for and furtherance of the Agreement, City, in lieu of a cash payment to County, shall be authorized by County to pay its proportionate share of the consideration and costs associated with the Agreement through the transfer of goods and services. It is acknowledged and agreed by City and County that the goods and services contemplated by the Agreement have a certified value of \$197,432.56. The value of goods and services to be transferred by City to County in lieu of a cash payment are as follows:

1. Connection to 12" City of Wildwood ("City") Water Main at no cost to Sumter County ("Sumter") other than water consumption charges for the Oxford Fire Station (Parcel D17=034)
2. City shall remove all appurtenances on Parcels G06C094 and G06C092 and provide approval for County to access the property for the design and construction of a stormwater detention/retention area to provide stormwater management to the City of Wildwood for the widening of the C-466A Segment. City agrees it will maintain and manage, in perpetuity, the stormwater detention/retention area after construction is complete.
 - a. The County will submit the stormwater detention/retention pond plans to the City for review and comment as to aesthetic features of the project. Design and construction costs for modifications to landscaping, irrigation or any other aspects of the project not normally associated with a County stormwater retention area, will be borne by the City.
 - b. The area contemplated by this agreement will remain City property and the City agrees that it will provide for stormwater management. Nothing in this agreement is construed to prohibit the City from expanding the retention area to accommodate additional stormwater at City's sole expense.