

**INTERLOCAL GOVERNMENTAL AGREEMENT FOR THE TRANSFER OF PROPERTY AND
CONSTRUCTION OF CERTAIN IMPROVEMENTS, BETWEEN THE BOARD OF COUNTY
COMMISSIONERS OF SUMTER COUNTY, FLORIDA, AND THE CITY OF WEBSTER, FLORIDA**

THIS INTERLOCAL GOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this 22nd day of May, 2012, by and between the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA ("County"), and the CITY OF WEBSTER, FLORIDA ("City") for the purpose of establishing the rights and responsibilities of the County and the City with regard to the transfer of certain properties and the construction of certain improvements, the County and the City hereby agree as follows:

RECITALS

WHEREAS, 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; and,

WHEREAS, 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; and,

WHEREAS, County initiated proceedings several years ago to purchase three (3) parcels of real property located with the municipal boundaries of City from James Y. Sizemore (“Sizemore”); and,

WHEREAS, County purchased two (2) of the parcel in question from Sizemore, as reflected in that certain Statutory Warranty Deed for Parcels 1 and 2, recorded in the Official Records Book of Sumter County, Florida, at Official Records Book 1669, Page 149, and County had an option to purchase Parcel 3 from Sizemore; and,

WHEREAS, County assigned to City its option to purchase Parcel 3 from Sizemore; and,

WHEREAS, City exercised the option to purchase Parcel 3 from Sizemore, as reflected in that certain Warranty Deed for Parcel 3, recorded in the Official Records Book of Sumter County, Florida, at Official Records Book 2411, Page 781; and,

WHEREAS, County entered into a Lease Purchase / Assignment Agreement with City, dated August 14, 2007, to lease/purchase or assign Parcel 1 and Parcel 2 to City, and to acquire Parcel 3; and,

WHEREAS, County entered into an amendment to the Lease Purchase / Agreement with City, dated March 23, 2012, to extend the \$1.00 per year payment for an additional three years and increasing the last payment to \$90,000; and,

WHEREAS, Chapter 163, Florida Statutes, provides local governments with the ability to enter into agreements that provide for the health, safety, and welfare of its citizens; and,

WHEREAS, County and City desire to enter into this Agreement for the purpose of providing certain infrastructure and utility improvements to better serve the health, safety and welfare of its citizens; and,

WHEREAS, County desires to provide consistency in its application of the Parks and Recreation Sub-Agreement within each municipality it which it has approved an Interlocal Service Boundary and Joint Planning Agreement; and,

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals:

- a. The above Recitals are true and correct and are incorporated into this Agreement, *in haec verba*.

2. Transfer of Real Property

- a. County hereby agrees to convey to City, via Quit Claim Deed, all of its rights, title and interest to Parcel 1 and Parcel 2.
- b. County hereby agrees to waive any outstanding debts or encumbrances against Parcel 1 and Parcel 2

which may exist by virtue of the Lease Purchase / Assignment Agreement between the County and City, dated August 14, 2007 and amended March 23, 2010.

- c. County hereby agrees to correct a scrivener's error in the Statutory Warrant Deed via a Corrective Deed in the original purchase of property from Mr. Sizemore.
- d. City hereby agrees to convey to County, via Warranty Deed, all of its right, title and interest to that portion of Parcel 3, consisting of five (5) acres, more or less, together with a permanent twenty (20) foot drainage easement across Parcel 3, as more particularly identified in Exhibit "A", attached hereto and incorporated herein, *in haec verba*.

3. Waiver of Impact / Connection Fees and Associated with Parcel 3

- a. City hereby agrees to waive any impact fees or connection fees associated with County's connection to the City's water and wastewater system associated with the County's construction of any improvements on Parcel 3. It is acknowledged and agreed by the parties that nothing in this Agreement shall be construed as a waiver of County's obligation to pay any utility fees to City associated with water consumption or water and sewer usage charges.
- b. City hereby agrees to allow County to utilize its own contractor to construct the water and wastewater lines for connection to the City's water and wastewater system at County's expense. It is acknowledged and agreed by the parties that the water and wastewater lines to be constructed by County, for connection to City's system, will be constructed according to City's specifications.

4. Construction of Additional Improvements at Fairgrounds Property

- a. City intends to construct a master sewage pumping station on a portion of the Fairgrounds property owned by County. The County hereby agrees to provide City with \$200,000.00 to assist City in defraying the costs associated with the construction of the aforementioned master sewage pumping station.
- b. City agrees to construct the master sewage pumping station referenced in 4a herein on or before September 30, 2013.
- c. County hereby agrees to provide City with a permanent utility easement for the construction and maintenance of the master pumping station, together with any associated connection lines, on the Fairgrounds property. The aforementioned easement is more particularly identified in Exhibit "B" (4/26 Survey), attached hereto and incorporated herein, *in haec verba*
- d. In consideration of the payment of the \$200,000.00 referenced in section 4(a), City hereby agrees to waive any connection costs and impact fees associated with County's connection of the master pumping station to City's existing sewer system.
- e. City hereby agrees to allow County to utilize its own contractor to construct the wastewater lines necessary for connection of the master pumping station to the City's existing sewer system, at the County's expense. It is acknowledged and agreed by the parties that the wastewater lines to be constructed by County, for connection to City's system, will be constructed according to City's specifications.
- f. City shall provide one (1) invert with a ten (10) inch stub on the master pump station, which shall face west, at an elevation to be determined by County. It is acknowledged and agreed that the aforementioned invert is intended to provide gravity flow to the lift station on County's Fairground property.
- g. City intends to construct an elevated water storage tank on a portion of the Fairgrounds property owned by County.

- h. County hereby agrees to provide City with a permanent utility easement for the construction and maintenance of an elevated water storage tank, together with any associated connection lines, on the Fairgrounds property. The aforementioned easement is more particularly identified in Exhibit "C" (4/13 Survey), attached hereto and incorporated herein, *in haec verba*
- i. City hereby agrees that any plans for the construction of the master pumping station and the elevated storage tank shall be submitted to County for approval prior to the commencement of construction of either of the aforementioned improvements. City shall require its contractor(s) for these improvements to have insurance and bonding as required by Florida Statutes naming County as additional insured.
- j. City hereby agrees that it shall cause to be placed or affixed onto the elevated water storage tank at dimensions easily viewed from ground elevation from the intersection of C-48 and SR 471 the words "Sumter County Fairgrounds" within thirty (30) days of completion of the elevated storage tank.

5. Existing Webster Fire Station

- a. County hereby agrees to abandon the canopies and the trailer at the current Fire Station located on City property pursuant to the lease dated March 8, 2011 for City's use upon the completion of the new Fire Station to be located on C-478A.
- b. County hereby agrees to transfer title of the trailer on the current Fire Station property to City in the time allotted in 7b herein.

6. Liabilities and Responsibilities of Parties

- a. No party hereto, together with its respective officers or employees, shall assume any liability for the acts, omissions or negligence of the other party, its officers or employees.
- b. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially, when accomplished pursuant to this Agreement.
- c. Except as herein otherwise provided, all liability for injury to personnel and for loss or damage to equipment shall be borne by the party employing such personnel and owning such equipment.

7. Term

- a. County and City hereby agree to provide the transfer of property and recording of the transfers within thirty (30) days of executing this Agreement.
- b. County and City hereby agree that this Agreement shall terminate following the relocation of the Fire Station located on City property pursuant to the lease dated March 8, 2011 and completion of the title transfer referenced in 5(b) of this Agreement, the completion of the master sewage pumping station referenced in 4(a) of this Agreement, or the completion of the elevated storage tank referenced in 4(h) of this Agreement whichever is the later.

8. Miscellaneous

- a. Time is of the essence of this Agreement, and there are no other Agreements between the parties hereto, except as is set forth specifically herein, and no person has the actual or apparent authority to alter or vary any terms of this Agreement, except in writing duly executed by the parties with regard to any such amendment or supplement hereto.
- b. In the event of default by any party to this Agreement, the prevailing party in any action to enforce the

terms of this Agreement shall be entitled to recover, from the defaulting party, all costs and expenses, including reasonable attorney's fees, whether suit be instituted or not, and at the trial court and appellate court level, those reasonable costs and fees incurred by the prevailing party enforcing its rights hereunder. Each party to this Agreement, for themselves, as well as any persons or legal entities claiming to be a "third party beneficiary" to this Agreement, does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which he, she, it or they have or may have, and further agrees that the venue for the enforcement, interpretation or construction of this Agreement shall be the County Court or Circuit Court for Sumter County, Florida, and the right to institute any proceedings in any other state or federal court or administrative tribunal is hereby specifically waived, relinquished and released. In the event of any matter in which the Federal Court has exclusive jurisdiction, the parties agree that venue for such matters shall lie in the Federal Courts of the Middle District of Florida, Tampa Division.

- c. This Agreement may be modified or terminated in writing only by the mutual agreement of both parties.
- d. 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.
- e. 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.
- f. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

IN WITNESS WHEREOF, County and District have executed this Agreement through their duly authorized representative.

ATTEST:

AS TO COUNTY:

BOARD OF COUNTY COMMISSIONERS

SUMTER COUNTY

Clerk of the Circuit Court

Garry Breeden, Chairman

AS TO CITY:

CITY OF WEBSTER

By: _____

Stephen Croft, Mayor