

**Levy County Board of County Commissioners**  
**Agenda Item Summary**

1. **NAME/ORGANIZATION/TELEPHONE:**

FRED MOODY, COUNTY COORDINATOR

2. **MEETING DATE:**

8/6/13

3. **REQUESTED MOTION/ACTION:**

Discussion and direction of the Interlocal Agreement between Levy County, Florida and the City of Cedar Key

4. **Agenda Presentation**

**Time Requested:** \_\_\_\_\_

(Request will be granted if possible)

**ALLOTTED TIME NOT**

**MORE THAN 15 MINUTES**

5. **IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES\_ No\_ IF NO, STATE ACTION REQUIRED**

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes\_\_ No\_\_      BUDGET OFFICER APPROVAL \_\_\_\_ DATE

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)**

7. **RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)**

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES__ NO

8. **COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED      DATE TO BRING BACK:

OTHER      SPECIFY:

extra X

**INTERLOCAL AGREEMENT  
BETWEEN  
LEVY COUNTY, FLORIDA  
AND THE  
CITY OF CEDAR KEY**

1       **THIS AGREEMENT** is entered into this 16<sup>th</sup> day of  
2       January, 2007 by and between Levy County, ("County") a  
3       political subdivision of the State of Florida and the City of Cedar Key ("City"), a Florida  
4       municipal corporation.

5       **WHEREAS**, the parties to this Agreement desire to transfer ownership and  
6       maintenance of certain Levy County Roads to the City; and

7       **WHEREAS**, the parties to this Agreement also desire to transfer ownership of a  
8       pier from the County to the City and to further investigate transferring ownership of  
9       certain other items from the County to the City; and

10       **WHEREAS**, Section 335.0415, Florida Statutes permits public roads to be  
11       transferred between jurisdictions by mutual agreement of the affected governmental  
12       entities; and

13       **WHEREAS**, the financial impact upon the County resulting from the  
14       establishment of a Community Redevelopment Area (CRA) makes it more difficult for  
15       the County to provide services and manage growth and development within the covered  
16       area; and

17       **WHEREAS**, the City recognizes the adverse fiscal impact upon the county  
18       resulting from the establishment of a Community Redevelopment Area and is willing to  
19       provide services and capital improvements within the Community Redevelopment Area  
20       that would otherwise be provided by the County; and

21       **WHEREAS**, it is in the best interest of the County for the City to assume primary  
22       responsibility for the planning and management of development upon the islands known  
23       as the Cedar Keys; and

35-07  
es Lee Mills

1           **WHEREAS**, the commitments made herein by the City are contingent upon the  
2 Community Redevelopment Agency's first successful borrowing against the CRA  
3 revenues.

4  
5           **NOW THEREFORE**, the parties hereto agree as follows:  
6

7   **I.    Roadways And Bridges.**

8       **A.**    Within three months of execution of this Agreement by the City and  
9           County, the County will convey by deed and the City will accept  
10          ownership and maintenance responsibility for the following county non-  
11          bridge right-of-ways inside the current CRA District boundary:

- 12           1.    Levy County Road 457 known as Andrews Circle
- 13           2.    Levy County Road 459
- 14           3.    Levy County Road 460
- 15           4.    Levy County Road 461
- 16           5.    Levy County Road 487
- 17           6.    Levy County Road 462
- 18           7.    Levy County Road 463 east of E Street
- 19           8.    A Street and unnamed circle beginning at A Street and ending at  
20           3rd Street
- 21           9.    Levy County Road 470 beginning at the intersection of Whiddon  
22           Avenue and Gulf Boulevard north to the intersection of Gulf  
23           Boulevard and Hodges Avenue.

24       **B.**    The following segments of County roadways indicated in paragraph A  
25          above are not to be conveyed by the County to the City:

- 26           1.    Dock Street. The City and County agree to discuss conveyance of  
27           ownership of Dock Street by the County to the City upon  
28           completion of the Dock Street bridge reconstruction. During any  
29           reconstruction or renovation of the bridge on Dock Street, the  
30           County and City shall determine whether upon completion of said

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project, the County should convey deed and whether the City will accept ownership, maintenance and responsibility of Dock Street.

2. Levy County Road 463 west of E Street.

C. The City agrees to design, engineer and construct improvements, repairs and repaving, where needed, for Levy County Road 470 beginning at the intersection of Levy County Road 470 and State Road 24 and ending at the intersection of Levy County Road 470 and Gulf Boulevard. The City will ensure that the roadway improvements provide safe vehicular movement through the area while also providing safe pedestrian and bicycle movement through the area and to Cedar Key School. The City shall maintain the improved roadway for so long as the CRA shall remain in existence.

D. It is agreed that the City, through the CRA, shall be solely responsible for repair and repaving, as needed, of all roadways and roadway segments conveyed pursuant to Paragraph A of this Agreement and that portion of the Levy County Road 470 described in Paragraph C of this Agreement. The City further agrees to cooperate and coordinate with the County to repair and repave as needed, that portion of Levy County Road 470 beginning at the intersection of Gulf Boulevard and Hodges Avenue west to the intersection of Hodges Avenue and Watson Circle. The City, through the CRA, shall pay for the repair and repaving costs for those portions of said segment of Levy County Road 470 lying within the CRA district boundary. The County shall pay for the repair and repaving costs for those portions of said segment of Levy County Road 470 not lying within the CRA district boundary.

E. The City will accept responsibility for proper management of storm water flows from public right-of-ways conveyed by the County to the City pursuant to this Agreement.

F. The County shall continue to pursue Federal and State funding for replacement or repair of the first bridge on LCR 470 (canal) encountered south of the intersection of Whiddon Avenue and Gulf Boulevard, the

1 second bridge on LCR 470 (airport bridge) encountered south of the  
2 intersection of Whiddon Avenue and Gulf Boulevard, and the bridge on  
3 Dock Street.

- 4 G. At such time as the City accepts ownership of the Levy County roads  
5 listed in Paragraph A.. above, the City will also accept responsibility for  
6 any County obligations to federal or state agencies with respect to those  
7 transferred properties.

8  
9 **II. Airport.**

10 The City is interested in taking ownership of, and responsibility for, the  
11 George T. Lewis Airport. During the preparation and approval of an  
12 Airport Master Plan, the City and County will coordinate efforts at  
13 identifying all capital, operating and maintenance costs associated with  
14 ownership of the Airport as well as funding sources for same that may be  
15 available to the City such as grants.

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17 **III. Dock Street Fishing Pier.**

- 18 A. Following completion of renovation and/or reconstruction of the Dock  
19 Street Fishing Pier, the County will convey by deed and the City will  
20 accept ownership and maintenance responsibility for the Pier.  
21 B. At such time as the City takes ownership from the County of the Pier, the  
22 City also agrees to accept any obligations to State or Federal agencies  
23 which the County had with respect to the Pier.

24  
25 **IV. Intergovernmental Coordination.**

- 26 A. The County agrees to assist the Cedar Key Community Redevelopment  
27 Agency when it attempts to obtain financing required to fund  
28 responsibilities assumed from the County by the City through this  
29 Agreement by providing written support for the Community  
30 Redevelopment Agency borrowing; and

1 B. As authorized by Florida Statute §163.3171(1), the County and City shall  
2 negotiate a separate Interlocal Agreement whereby the County and City will  
3 jointly plan, and upon approval of said plan, the City of Cedar Key will  
4 administer development review and building permitting responsibilities for  
5 all unincorporated areas seaward of number four bridge.  
6

7 **V. State Approval.**

8 The City recognizes that any conveyance by the County to the City of state  
9 sovereign submerged lands must be approved by the State of Florida before it  
10 becomes effective.  
11

12 **VI. Notices.**

13 In the event either party hereunder desires or is required to provide any notice to  
14 the other party, the party desiring or required to provide such notice shall provide  
15 it in writing, and either deliver it in person or send it by certified mail, return  
16 receipt requested, postage prepaid, to the other party at the address listed below:  
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18 If to County: County Coordinator  
19 P.O. Box 310  
20 Bronson, FL 32621  
21

22 With a copy to: Administrative Superintendent  
23 Road Department  
24 P.O. Box. 336  
25 Bronson, FL 32621  
26

27  
28 If to City: \_\_\_\_\_: City Clerk  
29 City of Cedar Key  
30 P.O. Box 339  
31 Cedar Key, Florida 32625  
32

33 **VII. Responsibilities for Acts or Omissions.**

34 A. City, as a political subdivision defined in Section 768.28, Florida Statutes,  
35 agrees to be fully responsible to the limits set forth in such statute for its

1 own negligent acts or omissions, or intentional tortious acts, which result  
2 in claims or suits against either County or City.

3 B. County, as a political subdivision defined in Section 768.28, Florida  
4 Statutes, agrees to be fully responsible to the limits set forth in such statute  
5 for its own negligent acts or omissions, or intentional tortious acts, which  
6 result in claims or suits against either County or City.

7 C. Nothing contained in this Section shall be construed to be a waiver by  
8 either party of any protections under sovereign immunity, Section 768.28,  
9 Florida Statutes, or any other similar provision of law. Nothing contained  
10 herein shall be construed to be consent by either party to be sued by third  
11 parties in any matter arising out of this or any other agreement.  
12

### 13 **VIII. Entire Agreement.**

14 This Agreement incorporates and includes all prior negotiations, correspondence,  
15 agreements or understandings between the parties, and the parties agree that there  
16 are no commitments, agreements or understandings concerning the subject matter  
17 of this Agreement that are not contained in this document.  
18

### 19 **IX. Modification of Agreement.**

20 No modification, amendment or alteration in the terms or conditions contained  
21 herein shall be effective unless contained in a written document executed with the  
22 same formality and of equal dignity herewith.  
23

### 24 **X. Severability.**

25 In the event any provision of this Agreement shall be held invalid and  
26 unenforceable, the remaining provisions shall be valid and binding upon the  
27 parties. One or more waivers by either party of any breach of any provision, term,  
28 condition or covenant shall not be construed as a waiver of a subsequent breach  
29 by the other party.  
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1 **XI. Florida Law/Dispute Resolution/Litigation.**

2 This Agreement shall be governed and construed in accordance with Florida law.  
3 Any dispute between County and City arising out of this Agreement is subject to  
4 all provisions of Chapter 164, Florida Statutes. The parties agree that in the event  
5 of any litigation arising out of any alleged breach or non-performance of this  
6 Agreement, the venue for such litigation shall be in Levy County, Florida.

7

8 **XII. Recitals.**


9 The parties agree that the recitals to this Agreement contained on pages one and  
10 two hereof are true and correct and are incorporated in their entirety as terms and  
11 conditions of this Agreement.

12



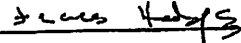
1           **IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement  
2 on the dates shown below.

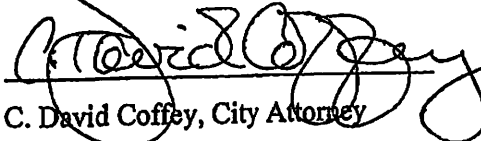
3  
4   **CITY COMMISSION**  
5   **CITY OF CEDAR KEY, FLORIDA**

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7   BY:                            DATE: 1/9/2007  
8           Paul Oliver, Mayor

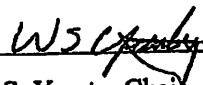
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11   **ATTEST:**

**APPROVED AS TO FORM AND  
LEGALITY:**

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13     
14   Frances Hodges, City Clerk

  
C. David Coffey, City Attorney

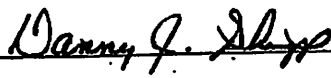
15  
16   **BOARD OF COUNTY COMMISSIONERS**  
17   **LEVY COUNTY, FLORIDA**

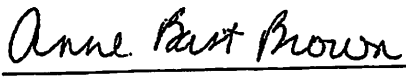
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19   BY:                            DATE: 1/16/07  
20           W.S. Yearty, Chair

21   **TITLE:** \_\_\_\_\_

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24   **ATTEST:**

**APPROVED AS TO FORM AND  
LEGALITY:**

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27   Danny J. Shipp, Clerk

  
Anne Bast Brown, County Attorney