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November 23, 2009

Greg David
Electric Superintendent
City of Leesburg
2010 Griffin Road
Leesburg, Florida 34748

RE: Agreement for Street Light Fixtures US Hwy 441

Dear Mr. David,

Enclosed are two executed copies of the above contract. Please return one original to my attention. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Nancy A. Barnett'.

Nancy A. Barnett
City Clerk

C: Chris Thompson, Interim Director of Public Works

Encl: as stated



INTERLOCAL AGREEMENT BETWEEN

THE CITY OF TAVARES,
FLORIDA AND

THE CITY OF LEESBURG

This is an Agreement between the City of Tavares, Florida, a political subdivision of the State of Florida, hereinafter referred to as the City, by and through its City of Tavares Council, and The City of Leesburg, a political subdivision of the State of Florida, hereinafter referred to as CONTRACTOR.

Recitals

WHEREAS, the CITY has requested that the City of Leesburg perform repair and maintenance of street light fixtures located on Highway 441 in Tavares between Lake Eustis Drive and Huffstetler Drive.

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to provide maintenance and repair for the light fixtures per attached schedule of charges.

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, CITY hereby engages CONTRACTOR to perform the services set forth herein in **Attachment A**, known as schedule of prices is hereby incorporated into this agreement by reference and is deemed a material part of this agreement.

3.2 The CITY shall issue a request for services on an “as needed basis” Attachment A shall be the schedule for the charges

3.3 Contractors Responsibilities

- Respond to calls for an emergency call within 1 to 2 hours for a hit pole
- Respond to General maintenance in 1 to 2 days (pending parts)
- Perform all work in a safe, quality and workmanlike manner, in accordance with all applicable codes;
- Coordinate repair work with the City so we can provide traffic control, if needed;
- Provide and maintain all necessary insurance coverages;

Article 4. Payment

4.1 Payment shall be made in lump sum after completion of services as set forth herein in Attachment A

4.2 Invoices shall be submitted in duplicate to the City of Tavares, P.O. Box 1068, Tavares, Florida 32778. Each invoice shall contain the a detailed description of services and fees.

4.3 The CITY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

Article 5. City Responsibilities

5.1 CITY shall designate one City staff member to act as City’s Project Administrator and/or Spokesperson.

5.2 CITY shall reimburse CONTRACTOR, in accordance with the Proposed Budget listed in Article 4 above for required services timely submitted and approved and accepted by CITY in accordance with the terms of this Agreement.

If to CONTRACTOR:

If to City:

Mr. John Drury
City Administrator
City of Tavares
Post Office Box 1068
Tavares, Florida 32778-1068

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

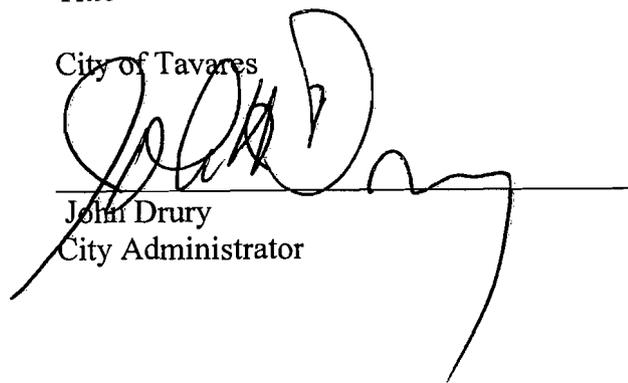
8.2 This Agreement contains the following Attachments:
Attachment A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY through its City of Tavares Council, signing by and through its City Administrator, on the 18th day of November, 2009 and by CONTRACTOR through duly authorized representative.

CONTRACTOR:

Title

City of Tavares



John Drury
City Administrator

Attested by:

Nancy A Barnett
Nancy A Barnett
City Clerk

Approved as to form:

Robert Q. Williams
Robert Q. Williams
City Attorney

**Maintenance of Lights
City of Tavares
Estimate 3/26/2009**

| | | |
|------------------------|---------------|---------------------------------------|
| Electric Lineman | 39.77 | |
| Apprentice Lineman | 18.44 | |
| Subtotal Wages | 58.21 | |
| | | |
| Plus Benefits | 29.69 | Benefits rate of .51005 |
| Total Wages | 87.90 | |
| | | |
| Equipment | | |
| Bucket | 54.50 | Aerial Lift +Truck, Flatbed |
| Arrow/Trailer | 14.35 | Generator + Trailer, Equipment 30 Ton |
| Pickup | 35.00 | |
| Total Equipment | 103.85 | |
| | | |
| | | |
| Wages | 87.90 | |
| Equipment | 103.85 | |
| Total Estimate | | |
| Per Hour | 191.75 | |

Total cost plus 15% on material and labor

If we respond to a call after normal working hours (7am to 3:30pm Monday through Friday) or later in the day due to traffic or DOT lane closure, the labor rate will increase to time and a half.

Any additional equipment or personnel needed to replace a pole or base will increase the rate for that incident. You will only be charged for the equipment used. All listed will not be needed for every trip. On most cases, it will be one Lineman, one apprentice, and one bucket truck.