

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement Between Seminole County and the City of Longwood
Relating to Landscape and Irrigation Maintenance, County Road 427 from
North Street to General Hutchinson Parkway

DEPARTMENT: Public Works **DIVISION:** Road Operations & Stormwater

AUTHORIZED BY: W. Gary Johnson **CONTACT:** Mark E. Flomerfelt **EXT.** 5710
W. Gary Johnson, P.E. Mark E. Flomerfelt, P.E. Manager
Director, Dept. Public Works Road Operations and Stormwater

| |
|---|
| Agenda Date <u>1/13/04</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/> |
|---|

MOTION/RECOMMENDATION:

Board approval and authorization for the Chairman to execute the Interlocal Agreement Between Seminole County and the City of Longwood.

BACKGROUND:

County Road 427 (Ronald Reagan Boulevard) is a county road partially located in the Longwood city limits. The City of Longwood and Seminole County have worked together in a cooperative manner relating to County Road 427 and desire to continue to mutually cooperate with each other.

The purpose of this agreement is to provide for road landscape and irrigation maintenance on the segment of County Road 427 from North Street to General Hutchinson Parkway.

Under the terms of the proposed Interlocal Agreement:

- All necessary functional and aesthetic maintenance of the landscape and irrigation system within the roadway segment specified above will be solely the responsibility of The City of Longwood.
- The City shall complete at least one (1) maintenance cycle during each month from November to April and two (2) maintenance cycles during each month from May to October.

District 4 - Commissioner Henley
Attachment: Interlocal Agreement Document

| |
|------------------------|
| Reviewed by: |
| Co Atty: <u>Sh</u> |
| DFS: _____ |
| Other: _____ |
| DCM: <u>MB</u> |
| CM: <u>KB</u> |
| File No. <u>CPWR02</u> |

**INTERLOCAL AGREEMENT
BETWEEN SEMINOLE COUNTY AND THE CITY OF LONGWOOD
RELATING TO LANDSCAPE AND IRRIGATION MAINTENANCE
COUNTY ROAD 427 (RONALD REAGAN BOULEVARD) FROM NORTH STREET TO
GENERAL HUTCHINSON PARKWAY**

THIS INTERLOCAL AGREEMENT, is made and entered into this ____ day of _____, 2003, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereafter referred to as the "COUNTY") and the **CITY OF LONGWOOD**, a Florida municipal corporation, whose address is 175 W. Warren Avenue, Longwood, Florida 32750 (hereafter referred to as "CITY").

WITNESSETH:

WHEREAS, County Road 427 is a COUNTY road partially located in the CITY limits which is of significant interest and concern to the citizens of the CITY and the COUNTY; and

WHEREAS, the CITY is currently involved in a road improvement project involving County Road 427 from North Street to General Hutchison Parkway; and

WHEREAS, the planned and uniform development of County Road 427 as a well landscaped, scenic roadway has contributed and will continue to contribute to the general health, safety and welfare of the residents of the CITY and the COUNTY; and

WHEREAS, the CITY and the COUNTY have worked together in a cooperative manner relating to County Road 427 and desire to continue to mutually cooperate with each other in order to enhance the quality of life of the citizens of the CITY and the COUNTY.

NOW, THEREFORE, in consideration of the promises, covenants and commitments contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged as to both parties, the parties agree as follows:

Section 1. **Purpose of this Agreement.** The purpose of this Agreement is to provide for road landscape and irrigation maintenance on that segment of County Road 427 (Ronald Reagan Boulevard) running from North Street on the south to General Hutchison Parkway on the north.

Section 2. **Term.** This Interlocal Agreement shall become effective upon approval by the Governing Bodies of the COUNTY and the CITY, and shall remain in effect until terminated by either party in accordance with Section 5 below.

Section 3. **City's Obligations.** Throughout the term of this Agreement the CITY shall:

(a) Be solely responsible for providing all necessary functional and aesthetic maintenance of the landscape and irrigation system within the roadway segment specified above, including, but not limited to, watering, mowing, fertilizing, litter removal, aesthetic appearance, replacement and sustainable care of plantings and irrigation systems, and the replacement and sustainable care of decorative pavements and concrete as necessary. The CITY shall complete at least one (1) maintenance cycle during each month from November to and including April and two (2) maintenance cycles during each month from May to and including October; and

(b) Indemnify and hold the COUNTY harmless from and against all liability, claims, demands, attorneys fees (both at trial and on appeal), judgments and costs

relating to personal injuries, including death, and property damage arising from CITY's acts and omissions in the performance of the CITY's obligations under this Agreement; and

(c) Submit quarterly billings, including appropriate supporting documentation, showing the work performed during the previous quarter in each of the following road sections: From North Street to SR 434 (Phase I) and from SR 434 to General Hutchinson Parkway (Phase II).

Section 4. **COUNTY's Obligations.** During the term of this Agreement, the COUNTY shall, subsequent to the completion of landscape construction by the CITY and each year thereafter, upon billing (including appropriate supporting documentation demonstrating compliance with the service levels specified in section 3 above) pay the CITY based upon the following annual amounts:

Phase II (North Street to SR 434):

| | |
|---|------------|
| Routine Maintenance of Bed Plantings, Trees and Palms | \$2,422.00 |
| Small Mowing | \$673.20 |

Phase III (SR 434 to General Hutchinson Parkway)

| | |
|---|------------|
| Routine Maintenance of Bed Plantings, Trees and Palms | \$9,424.80 |
| Small Mowing | \$9,532.62 |

The foregoing amounts are based upon the COUNTY's current landscape maintenance contract which was competitively bid and awarded (the "Landscape Contract"). During the term of the existing Landscape Contract the amount payable to the CITY shall remain fixed. Thereafter the amount payable to the CITY shall automatically be adjusted to reflect the amount of the then current Landscape Contract

as bid and awarded by the COUNTY. The intent of the parties is that the COUNTY will pay the CITY the same amount for the same level of service that the COUNTY's then current competitively bid contract provides for. The COUNTY shall provide the CITY with written notice whenever there is a change in the pricing schedule and this agreement shall be automatically amended accordingly.

Section 5. Termination. Either party may terminate this Agreement, with or without cause, upon written notice provided at least ninety (90) days before the date of termination. In the event of termination the amount payable to the CITY for services provided since the last payment shall be prorated based upon the amount of time since the last payment.

Section 6. Assignment. This Agreement shall not be assigned by either party with the prior written approval of the other.

Section 7. Public Records. The parties shall allow public access to all documents, papers, letters or other materials which have been made or received by the parties in conjunction with this Agreement.

Section 8. Records and Audits. The parties shall maintain any and all records, documents, papers, and other evidence pertaining to the work performed under this Agreement. Such records shall be available at reasonable times and places during the term of this Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law, including but not limited to *Chapter 119, Florida Statutes*, and generally accepted accounting and auditing principles.

Section 9. Notices.

(a) Whenever either party desires to give notice to the other, notice may be sent to:

For the COUNTY: **County Manager**
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

With copies to: **Public Works Director**
Reflections Plaza
520 Lake Mary Boulevard
Suite 200
Sanford, Florida 32773

For the CITY: **City Administrator**
175 W. Warren Avenue
Longwood, Florida 32750

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices or receipt of invoices. All notices shall be effective upon receipt.

Section 10. **Headings.** All sections and description headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation of this Agreement.

Section 11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and may not be modified or amended except by a written instrument equal in dignity to this Agreement, and executed by the parties to be bound by the amendment to the Agreement.

Section 12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

ATTEST:

CITY OF LONGWOOD


SARAH MIJERES, City Clerk

By: 
DAN ANDERSON, Mayor

Date: 4/07/03

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2003, regular meeting.

County Attorney

SPL
10/21/03

October 21, 2003

City of Longwood

Landscape Maintenance Cost Calculations

C.R. 427 Phase II from North Street to SR 434:

Bed planting, trees and palms:

Routine Maintenance (current 2003 contract), **\$2,422.00 per year.**

Small Mowing:

Routine Maintenance (current 2003 contract), **\$673.20 per year.**

C.R. 427 Phase II total is \$ 3,095.20 per year

C.R. 427 Phase III From SR 434 to General Hutchison Parkway:

Bed planting, trees and palms:

Routine Maintenance (current 2003 contract), **\$9,424.80 per year.**

Small Mowing:

Routine Maintenance (current 2003 contract), **\$9,532.62 per year.**

C.R. 427 Phase III total is 18,957.42 per year

Grand Total, Phase II & III \$ 22,052.62 per year

The City of Longwood is to submit a work sheet each quarter of work completed identifying that our minimum service levels have been met. The city of Longwood shall submit an invoice each quarter for payment. This is to be broken down into sections, Phase II (North Street to SR 434) and Phase III (SR 434 to General Hutchison Parkway) of CR 427, and any other Phases that they may encumber.

City of Longwood contact person:
Debbie Renfro
Cell 407-832-1508
Office 407-260-3449