

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Sanford Airport Authority / Seminole County Interlocal Agreement
Relating to New Airport Entrance on East Lake Mary Boulevard

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: *W. Gary Johnson* **CONTACT:** *KM* Kathleen Myer, P.E. EXT. 5664
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

Agenda Date 02-10-04 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Sanford Airport Authority / Seminole County Interlocal Agreement Relating to New Airport Entrance on East Lake Mary Boulevard.

BACKGROUND:

The County has created a new entrance for the Orlando Sanford International Airport at the intersection of East Lake Mary Boulevard and Red Cleveland Boulevard as part of the extension of Lake Mary Boulevard from U.S. Highway 17/92 to Brisson Avenue. This interlocal agreement will facilitate the completion of the entrance, including construction and/or installation of the Airport entrance brick wall, fencing, signage, fountain, landscaping and irrigation, as well as maintenance of said improvements at the Entrance and the County right-of-way on the north side and in the median of East Lake Mary Boulevard and along both sides of Red Cleveland Boulevard.

The Sanford Airport Authority (SAA) has met on numerous occasions with the Engineering Division to discuss the County's right of way in the vicinity of East Lake Mary Boulevard and the entrance to the airport facility on Red Cleveland Boulevard. The SAA has prepared plans which the County has reviewed indicating the construction and/or installation of an entrance brick wall with signage, iron fencing, a fountain in the retention pond, and landscaping and irrigation.

Reviewed by: *SP*
Co Atty: _____
DFS: _____
Other: _____
DCM: *MP*
CM: *JB*
File No. CPWE03

Due to steep slopes immediately adjacent to the County's right-of-way in some portions of East Lake Mary Boulevard and Red Cleveland Boulevard, it is not feasible to install a wall and related features beyond the limits of the County's right of way. The SAA has requested the County consider allowing it to install the brick wall, signage, iron fencing, fountain, and landscaping and irrigation within the limits of the County's right-of-way in accordance with the terms of an interlocal agreement.

The SAA will bear all construction, maintenance, and liability related costs associated with the brick wall, signage, iron fencing, fountain, and landscaping and irrigation along the north side of East Lake Mary Boulevard from Station 79+50 to Station 95+20 and along both sides of Red Cleveland Boulevard from East Lake Mary Boulevard to Marquette Avenue. The SAA will provide aesthetic maintenance of the pond and the County will provide functional maintenance of the inlet and outlet structures and piping system.

As the SAA intends to install an enhanced landscaping program, the County will provide \$120,000 cost reimbursement for the value of the landscaping the County would have installed were it to comply with the County landscaping standards for plants, trees, and shrubs in the median. This reimbursement is consistent with the recently adopted landscaping guidelines.

The SAA will maintain the landscaped areas described above thus relieving the County of the costs of weeding and mowing the pond area and the median and back of sidewalk areas along Red Cleveland Boulevard.

The SAA has executed the attached agreement at their February 3, 2004 Board meeting and it is herewith submitted to the Board of County Commissioners to approve.

District 5 - Commissioner McLain

Attachment: Interlocal Agreement

**SANFORD AIRPORT AUTHORITY/SEMINOLE COUNTY INTERLOCAL
AGREEMENT
RELATING TO NEW AIRPORT ENTRANCE ON
EAST LAKE MARY BOULEVARD**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2004, by and between the SANFORD AIRPORT AUTHORITY, a dependent special district of the State of Florida, whose address is 1200 Red Cleveland Boulevard, Sanford, Florida 32773, hereinafter referred to as the "SAA", and SEMINOLE COUNTY, a political subdivision of the State of Florida whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the County has created a new entrance, hereinafter referred to as the "Entrance", for the Orlando Sanford International Airport at the intersection of East Lake Mary Boulevard and Red Cleveland Boulevard, as part of the extension of East Lake Mary Boulevard, from U.S. Highway 17-92 to Brisson Avenue; and

WHEREAS, representatives of the SAA and the COUNTY have been meeting regularly to address the issues pertaining to the completion of the Entrance, including construction and/or installation of the Airport entrance brick wall, fencing, signage, fountain, landscaping and irrigation, as well as the maintenance of said improvements at the Entrance and in the County right-of-way, on the north side and in the median of East Lake Mary Boulevard, and along both sides of Red Cleveland Boulevard; and

WHEREAS, the Airport entrance brick wall and related improvements are in a unique topographical location; and

WHEREAS, the parties hereto desire to express and articulate their agreement of the scope of fiscal responsibility incumbent upon each party for construction, installation and continuing maintenance of the brick wall, fencing, signage, fountain, landscaping, irrigation and retention pond at the Entrance and inside the County right-of-way, on the north side and in the median of Lake Mary Boulevard, and along both sides of Red Cleveland Boulevard, by approval of this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual promises, understandings and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Interlocal Agreement upon which the parties have relied

SECTION 2. AUTHORITY GRANTED FOR RIGHT-OF-WAY USE.

(a) The parties agree that the SAA will be permitted to work inside the County right-of-way for the purpose of constructing and/or installing and maintaining the brick wall, fencing, signage, fountain, irrigation and landscaping at the Entrance.

SECTION 3. RESPONSIBILITY OF PAYMENT.

(a) The parties agree that the SAA will be responsible for paying the cost of construction and/or installation of the brick wall, fencing, signage, fountain, landscaping and irrigation at the Entrance and in the County right-of-way, along the north side of East Lake Mary Boulevard from Station 79+50 to Station 95+20, and along both sides of Red Cleveland Boulevard from Station 10+00 to Station 33+45, as shown in

"Attachment A".

(b) The parties agree that the County will pay \$120,000.00 to the SAA for the landscaping and irrigation improvements of the Entrance, along the north side and in the median of East Lake Mary Boulevard, and along both sides of Red Cleveland Boulevard, as shown in "Attachment A". Payment by the County shall be made with 45 days of receipt of an invoice by the SAA for the completed work.

SECTION 4. RESPONSIBILITY FOR MAINTENANCE.

(a) The parties agree that the SAA will be responsible for the total cost of maintaining the brick wall, fencing, signage, and fountain at the Entrance.

(b) The parties agree that the SAA will be responsible for the aesthetic maintenance of the retention pond on the west side of the Entrance, and the County will be responsible for the functional maintenance of said retention pond.

(c) The parties further agree that the SAA will be responsible for maintaining, in good condition, the landscaping and irrigation on the north side and in the median of East Lake Mary Boulevard, from Station 79+50 to Station 95+20, and along both sides of Red Cleveland Boulevard, from Station 10+00 to Station 33+45, as shown on "Attachment A". SAA also agrees to maintain all safety standards including sight distance requirements at all times. In the event the SAA fails to perform landscaping maintenance or maintain sight distance requirements as agreed, the SAA, upon written notice from the County, shall remove all improvements and return the area back to a County approved condition within thirty (30) calendar days of receipt of notice. Any non-bahia sod will need to be removed and replaced by the SAA with approved bahia sod. The SAA agrees to pay any and all costs for removing any improvements including non-bahia sod and restoring the area to a County approved condition

SECTION 5. COMPLIANCE WITH LAWS AND REGULATIONS

In performing under this Interlocal Agreement, the parties shall abide by all laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations, subject to a reasonable opportunity to cure, shall constitute a material breach of this Interlocal Agreement

SECTION 6. NOTICES.

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

SAA

Mr. Larry Dale
President and CEO
1200 Red Cleveland Boulevard
Sanford, Florida 32773

SEMINOLE COUNTY

Mr. Kevin Grace
County Manager
1101 East First Street
Sanford, Florida 32771

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

SECTION 7. INDEMNITY.

(a) Each party to this Interlocal Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Interlocal Agreement of that party and the officers, employees and agents thereof.

(b) To the extent allowed by law, each party to this Interlocal Agreement shall

indemnify, save and hold harmless the other party and all of its respective officers, agents and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons brought or recovered against the other party to this Interlocal Agreement by reasons of any act or omission of the responsible party, its respective officers, agents, subcontractors or employees, in the performance of this Interlocal Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver or sovereign immunity of either party beyond the waiver provided for in Section 768.28, *Florida Statutes*, or any amendment thereto.

SECTION 8. WAIVER OF PROVISIONS. The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

SECTION 9. CONSTRUCTION OF INTERLOCAL AGREEMENT. This Interlocal Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, the SAA and COUNTY, have contributed substantially and materially to the preparation hereof.

SECTION 10. ALTERNATIVE DISPUTE RESOLUTION. Any and all disputes arising hereunder shall be attempted to be resolved through a collaborative and mutually acceptable informal process with open discussions and a cooperative effort and the parties shall exercise good faith in all efforts to resolve disputes without

litigation. Whenever possible, disputes or disagreements as to the level of service and standards of performance shall be resolved at the lowest comparable levels between the SAA and the COUNTY.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. Both the SAA and the COUNTY shall assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Interlocal Agreement.

SECTION 12. GOVERNING LAW. This Interlocal Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties hereto and their employees, agents, vendors, and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Interlocal Agreement.

SECTION 13. INTERPRETATIONS. In the event any provision of this Interlocal Agreement conflicts with, or appears to conflict with, the other terms of this Interlocal Agreement, it shall be interpreted as a harmonious whole with a good faith effort to resolve any inconsistency. The SAA and the COUNTY agree to engage in positive and constructive communication to ensure that the positive collaboration occurs.

SECTION 14. FORCE MAJEURE. Notwithstanding any provisions of this Interlocal Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Interlocal Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, act of terrorism, force majeure, act of

God, or for any other cause of the same character which is unavoidable through the exercise of due care and which is beyond the control of the parties.

SECTION 15. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 16. ASSIGNMENT/THIRD PARTY BENEFICIARIES.

(a) Neither the SAA nor the COUNTY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any third person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(b) There are no third party beneficiaries to this Interlocal Agreement.

SECTION 17. TIME.

Time is of the essence with this Interlocal Agreement.

SECTION 18. BINDING EFFECT. This Interlocal Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Interlocal Agreement shall not be deemed to pledge the full faith and credit of either party.

SECTION 19. PUBLIC RECORDS. The parties shall allow public access to all documents, papers, letters, electronically/digitally stored records or other materials which have been made or received in conjunction with this Interlocal Agreement, subject to exceptions of public records laws as set forth in the *Florida Statutes*, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents,

papers and other evidence pertaining to work performed pursuant to this Interlocal Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Interlocal Agreement and for so long as such records are maintained.

SECTION 20. CONFLICTS OF INTEREST. The Parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Interlocal Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 21. SEVERABILITY. Should any term of this Interlocal Agreement be held to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

SECTION 22. ENTIRE AGREEMENT. This Interlocal Agreement states the entire understanding between the Parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary

SECTION 23. COUNTERPARTS. This Interlocal 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

SECTION 24. EFFECTIVE DATE. This Interlocal Agreement shall take effect immediately upon its execution, and the SAA and the COUNTY shall take any and all necessary implementing actions in order to give effect to that effective date.

IN WITNESS WHEREOF, the parties to this Interlocal Agreement have caused their names to be affixed hereto by the proper officers thereof.

SANFORD AIRPORT AUTHORITY

Witness

By _____
William R. Miller, Chairman

Witness

Attest _____
President/CEO

Date: _____

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

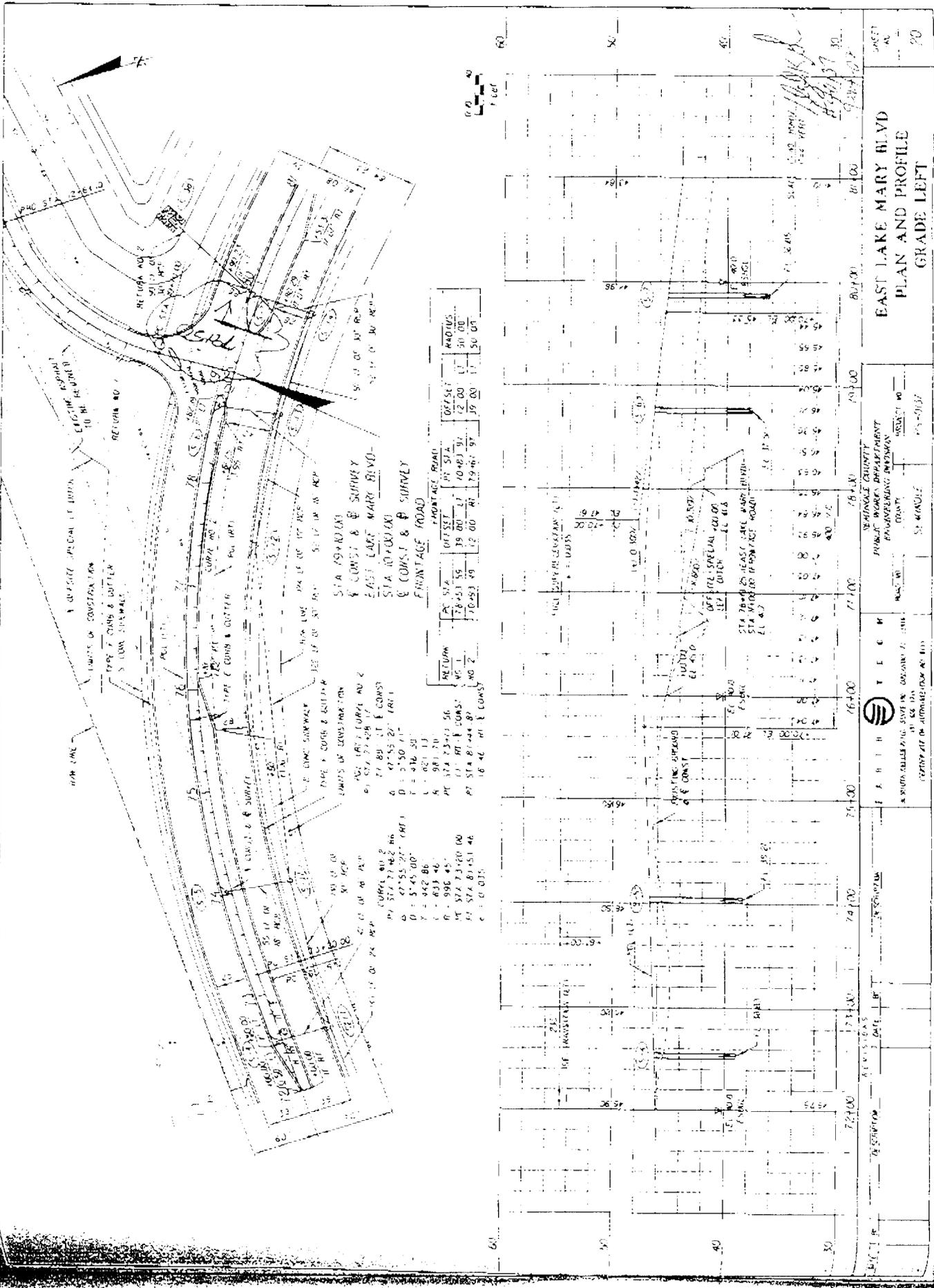
Witness

By _____
DARYL G. MCLAIN, Chairman

Witness

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

Date: _____



STA 79+00 (M)
 E CONST & P SURVEY
 EAST LAKE MARY BLVD
 STA 70+00 (M)
 E CONST & P SURVEY
 FRONTAGE ROAD

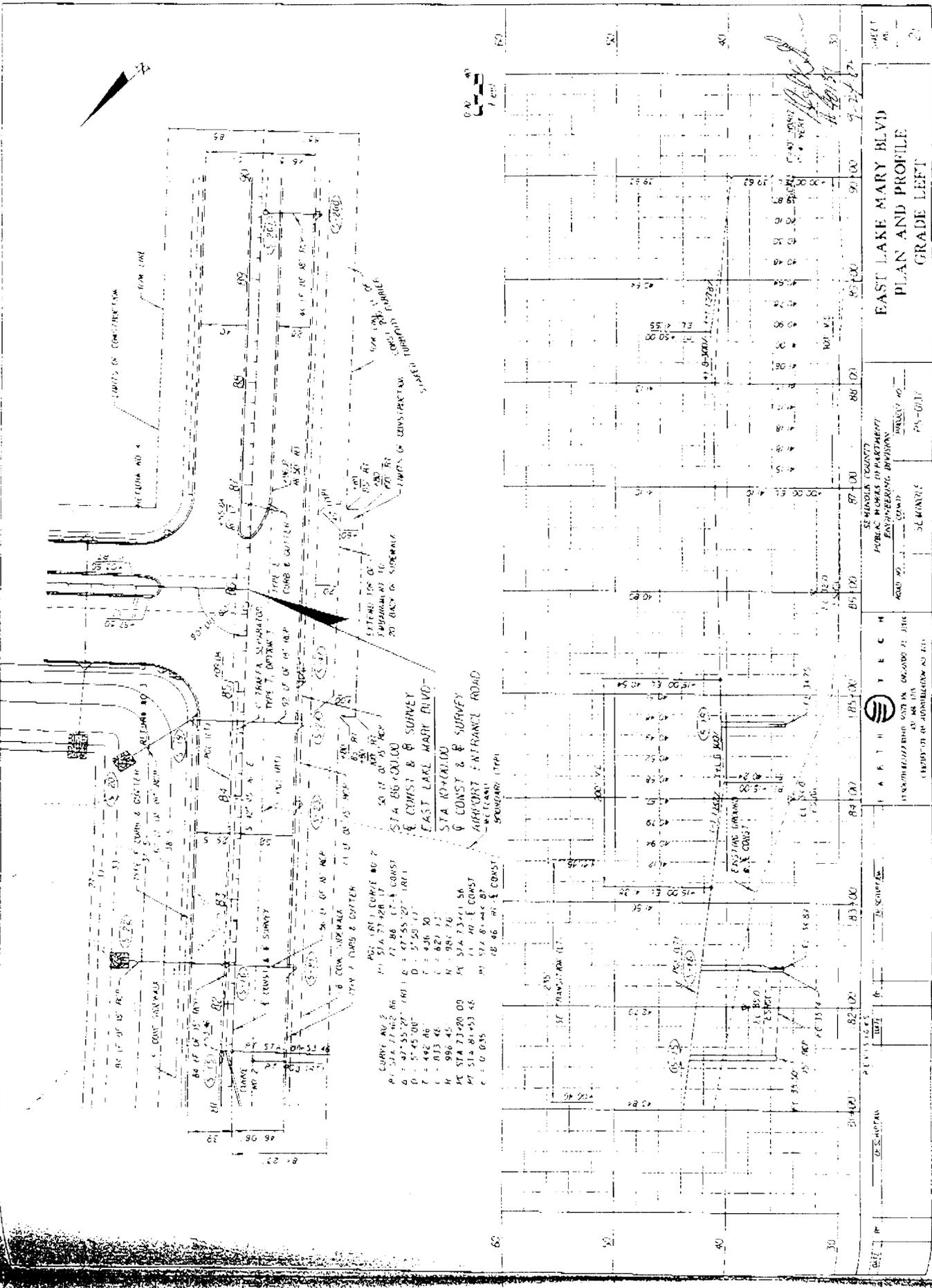
STATION	OFFSET	PI STA	OFFSET	RADIUS
78+51.55	39.00	77	10+83.91	50.00
70+83.48	12.00	70	79+81.97	50.00

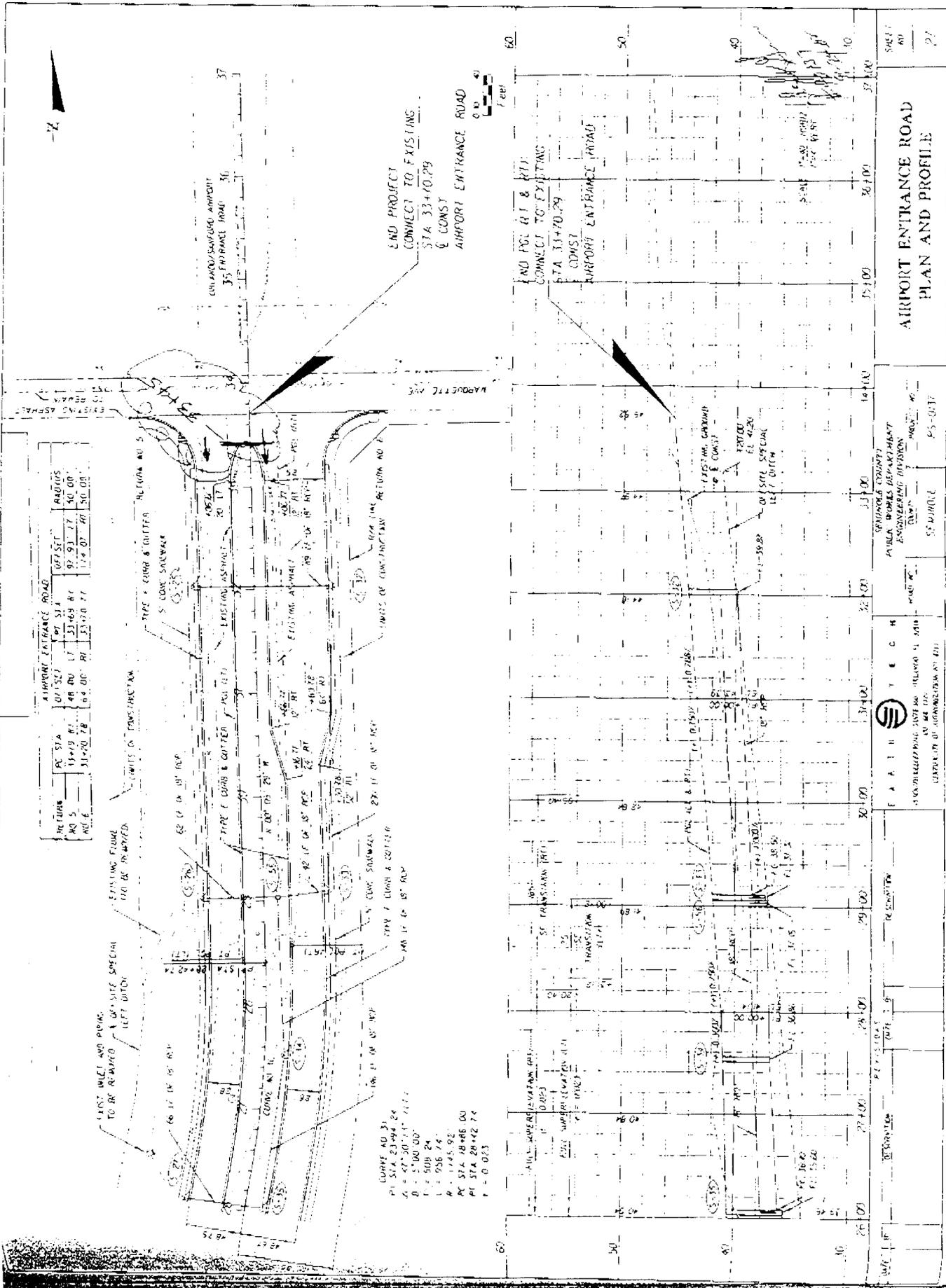
STATION	OFFSET	PI STA	OFFSET	RADIUS
77+88.17	17.00	77	10+83.91	50.00
77+55.25	17.00	77	10+83.91	50.00
77+46.30	17.00	77	10+83.91	50.00
77+21.13	17.00	77	10+83.91	50.00
77+00.00	17.00	77	10+83.91	50.00
76+73.00	17.00	76	10+83.91	50.00
76+44.87	17.00	76	10+83.91	50.00
76+46.00	17.00	76	10+83.91	50.00

**EAST LAKE MARY BLVD
 PLAN AND PROFILE
 GRADE LEFT**

SEMI-ANNUAL COUNTY
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 PROJECT NO. 45-0137

DATE: 02/02/04
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]





**AIRPORT ENTRANCE ROAD
PLAN AND PROFILE**

SEMIWALK COUNTY
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 DATE: 02/02/04
 SHEET NO: 16-0137

F A T H E R
 CONSULTING ENGINEERS
 1000 W. ...
 ORLANDO, FL 32801

REVISIONS
 NO. 1: ...
 NO. 2: ...

DATE: 02/02/04
 DRAWN BY: ...
 CHECKED BY: ...