

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement Between Seminole County and the City of Casselberry
Relating to Landscape and Irrigation Maintenance Seminola Boulevard from
U.S. Highway 17/92 to Lake Drive

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 2/24/04 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

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

BACKGROUND:

Seminola Boulevard is a county road partially located in the Casselberry city limits. The City of Casselberry and Seminole County have worked together in a cooperative manner relating to Seminola Boulevard 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 Seminola Boulevard from U.S. Highway 17/92 to Lake Drive.

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 Casselberry.
- 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 2 - Commissioner Morris
Attachment: Interlocal Agreement Document

Reviewed by:	
Co Atty:	<i>SP</i>
DFS:	
Other:	
DCM:	<i>Mark E. Flomerfelt</i>
CM:	<i>W. Gary Johnson</i>
File No.	<u>CPWR01</u>

RESOLUTION 04-1473

“A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH SEMINOLE COUNTY FOR LANDSCAPE AND IRRIGATION MAINTENANCE ON SEMINOLA BOULEVARD FROM U.S. HIGHWAY 17-92 TO LAKE DRIVE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.”

WHEREAS, the City of Casselberry currently maintains the irrigation element of Seminola Boulevard medians within the corporate limits of the City of Casselberry; and

WHEREAS, the City of Casselberry desires an active role in beautification and maintenance of said medians; and

WHEREAS, Seminole County Government has agreed to compensate the City for said maintenance services; and

WHEREAS, the City of Casselberry has reviewed the proposed Interlocal Agreement; and

WHEREAS, it is in the public interest of the residents of the City of Casselberry to have enhanced maintenance and appearance of Seminola Boulevard within the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves the Interlocal Agreement between the City of Casselberry and Seminole County (attached as “Exhibit A”), and authorizes the Mayor to execute said document on behalf of the City.

SECTION II. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

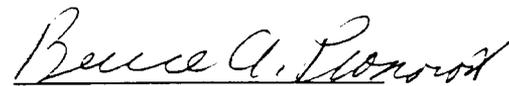
SECTION III. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION IV. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 26th day of January, AD 2004.

ATTEST:


Thelma McPherson
City Clerk


Bruce A. Pronovost
Mayor/Commissioner

"EXHIBIT A"

**INTERLOCAL AGREEMENT
BETWEEN SEMINOLE COUNTY AND THE CITY OF CASSELBERRY
RELATING TO LANDSCAPE AND IRRIGATION MAINTENANCE
SEMINOLA BOULEVARD FROM U.S. HIGHWAY 17-92 TO LAKE DRIVE**

THIS INTERLOCAL AGREEMENT, is made and entered into this ____ day of _____, 2004, 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 CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707 (hereafter referred to as "CITY").

W I T N E S S E T H:

WHEREAS, Seminola Boulevard 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 planned and uniform development of Seminola Boulevard 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 Seminola Boulevard 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 for the medians and grassed/landscaped areas on that segment of Seminola Boulevard running from U.S. Highway 17-92 to Lake Drive. The CITY does not assume any other maintenance responsibilities within the right-of-way, specifically including the road surface, any sidewalks and any stormwater and drainage structures.

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 medians and landscape areas of 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 located within the medians, all as may be necessary from time to time. 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) To the extent allowed by law, 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.

Section 4. **COUNTY's Obligations.**

(a) 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:

Routine Maintenance of Bed Plantings, Trees and Palms	\$15,079.88
Small Mowing	\$ 5,302.03

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 either as bid and awarded by the COUNTY or as renewed with the then current landscape contractor. 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 provide the CITY

a copy of the then current Landscape Contract and this agreement shall be automatically amended accordingly.

(b) The COUNTY shall continue to maintain the right-of-way in all respects not assumed by the CITY pursuant to this Agreement.

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^{cut} 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 Manager**
95 Triplet Lake Drive
Casselberry, Florida 32707

(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 CASSELBERRY

Thelma McPherson
THELMA MCPHERSON, City Clerk

By: Bruce A. Pronovost
BRUCE PRONOVOST, Mayor

Date: 01-26-04

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 _____,
2004, regular meeting.

County Attorney

SPL
12/15/03