

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement between Seminole County and Orange County for design, construction and maintenance of a connection joining the Cross Seminole Trail and the Cady Way Trail.

DEPARTMENT: Public Works **DIVISION:** Engineering / Special Projects

AUTHORIZED BY: W. Gary Johnson **CONTACT:** David Martin, P.E. **EXT** 5610
W. Gary Johnson, P.E., Director Jerry McColfum, P.E., County Engineer

Agenda Date <u>03/23/04</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:

Approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and Orange County for design, construction, and maintenance of a connection joining the Cross Seminole Trail and the Cady Way Trail.

BACKGROUND:

Seminole and Orange Counties have designed and are preparing to construct connecting trails. The two trails will intersect at the county line approximately 300 feet west of Hall Road just south of State Road 426. In order to have a common point of connection the respective staffs proposed that Orange County design, construct, and maintain the 300 linear feet of trail within Seminole County with a connection to the curb cut in the southwest intersection of Hall Road and State Road 426. Seminole County will reimburse Orange County for the cost of design and construction in the amount of \$30,951 as set forth in the letter from William Potter, Manager, Orange County Recreation Department. Orange County shall be responsible for maintenance and the associated maintenance cost for the constructed facility. The Orange County Commission is scheduled to consider this Interlocal Agreement on March 9, 2004.

District 1 - Commissioner Maloy

Attachment: Letter dated February 10, 2004
Interlocal Agreement

Reviewed by:	<u>SP</u>
Co Atty:	<u>SP</u>
DFS:	_____
Other:	_____
DCM:	<u>SP</u>
CM:	<u>SP</u>
File No.	<u>CPWE 02</u>



PARKS AND RECREATION DIVISION
WILLIAM POTTER, *Manager*

4801 West Colonial Drive • Orlando, Florida 32808-7759
407-836-6200 • FAX 407-836-6210 • <http://parks.OrangeCountyFL.net>

February 10, 2004

David Martin, P.E.
Seminole County Public Works
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773



Dear Mr. Martin:

Please find enclosed two (2) original ***Interlocal Agreement for the Design, Construction and Maintenance of a Connection Joining the Cross Seminole Trail and the Cady Way Trail.***

The Agreement calls for Seminole County to reimburse Orange County the cost to design and construct the trail segment within Seminole County. The design is complete and our consultant has provided a cost of \$11,040 (see enclosed e-mail from James Avitabile of RS&H). The consultant also provided an estimated construction cost of \$19,911.

If the agreement is acceptable to Seminole County please have your Board of County Commissioners approve it and return both originals for our execution. One fully executed original will then be returned to you.

Thank you for your assistance in this matter. If you have any questions please contact Bill Thomas of my staff at 407-836-6231.

Sincerely,

William Potter, Manager
Orange County Parks and Recreation

WP/BT:bt

c: George Hart, Manager, Real Estate Management
Tony Aguerrevere, Manager, Capital Projects
John Lowndes, Assistant County, Orange County Attorney's Office
FILE: CWT2 - Orange/Seminole Agreement

Thomas, Bill

From: Hanis, James
Sent: Thursday, December 18, 2003 10:26 AM
To: Thomas, Bill
Subject: FW: Cady Way Const & Design Costs

-----Original Message-----

From: Avitabile, James
Sent: Tuesday, December 09, 2003 2:16 PM
To: James Hanis (E-mail)
Subject: Cady Way Const & Design Costs

As you requested, James Beverly and I have evaluated the cost of the trail construction within Seminole County's boundaries. After evaluation of the total project construction costs and subtracting the cost for the two bridges the total cost equates to \$66.37/LF. Assuming that the trail extends 300 LF onto Seminole County here is our best estimate:

Total Project Design Fee = \$471,147 Total project Length = 14,471 LF

Design Costs = \$32.55 LF (300) Ft. = \$9,765.00
Survey Costs = \$4.25 LF (300) Ft. = \$1,275.00

Total Construction Cost	=	\$3,900,000	
Trail Construction Cost	=	\$ 826,510	\$57.12 LF
Amenities Cost	=	\$ 78,859	\$ 5.45 LF
Utility Reloc. Costs	=	\$ 55,000	\$ 3.80 LF

Total \$66.37 LF (300) Ft.	=	\$19,911
Design	=	\$11,040
Project Total	=	\$30,951

**ORANGE COUNTY, FLORIDA
and
SEMINOLE COUNTY, FLORIDA**

INTERLOCAL AGREEMENT

**FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE
OF A CONNECTION
JOINING THE
CROSS SEMINOLE TRAIL
AND THE
CADY WAY TRAIL**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771 ("Seminole County") and Orange County, a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Avenue, Orlando, Florida 32801 ("Orange County").

RECITALS

WHEREAS, Seminole County operates and maintains a recreational trail called the Cross Seminole Trail on property which is owned by the Florida Department of Environmental Protection ("FDEP"), leased to the Florida Office of Greenways and Trails ("OGT"), and subleased to Seminole County; and

WHEREAS, Orange County operates and maintains a recreational trail called the Cady Way Trail; and

WHEREAS, the parties have determined that the Cady Way Trail and the Cross Seminole Trail substantially enhance the outdoor and recreational opportunities for their respective constituencies and that connecting these two trails will further benefit the communities of local and regional multi-use trail users, all in the public interest; and

WHEREAS, the parties plan to join their respective trails with the construction of a section of trail that will cross from one county into the other as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Trail Section"); and

WHEREAS, the parties desire that Orange County shall be responsible for procuring the design and engineering plans for the Trail Section, for construction of the Trail Section, and thereafter for operation and maintenance of the Trail Section in both Counties; and

WHEREAS, the parties desire that Seminole County shall reimburse Orange County for all costs of said design and engineering plans, and for all costs of construction of the Trail Section; and

WHEREAS, the parties have determined it is in the public interest to enter into this Agreement to memorialize the terms and conditions and responsibilities under which they will design, construct, and maintain the portion of the Trail connecting the Cady Way Trail and the Cross Seminole Trail; and

WHEREAS, the parties hereto have authority to enter into this interlocal Agreement pursuant to Section 125.01, Florida Statutes (2002) and the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes (2002).

NOW, THEREFORE, in consideration of the covenants and conditions herein and for other good and valuable consideration, each to the other given, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereby agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Agreement is to memorialize the respective obligations and responsibilities of the parties in the design, construction, and maintenance of the Trail Section identified above.

Section 3. Design of Trail Section.

(a) Orange County shall be responsible for managing and directing the preparation of the design and construction plans for the Trail Section (the "Plans"), including the preparation and submittal of the applications for all required permits and approvals therefor. Within thirty (30) days of the execution of this Agreement, Orange County shall provide

Seminole County with the Plans, including cost and scope, for Seminole County's review and approval. Seminole County shall complete its review process and respond to Orange County within forty-five (45) days after its receipt of the Plans (the "Plan Acceptance Notification"). Failure to provide written response within such period shall be deemed approval.

(b) Seminole County shall reimburse Orange County for all costs and expenses incurred by Orange County in the preparation of the Plans, including without limitation engineering, surveying, soils investigation, environmental, and permitting costs and fees within thirty (30) days after receipt by Seminole County of a written invoice request from Orange County for payment due, which shall include copies of contracts, release of liens, invoices and other documents reasonably requested by Seminole County evidencing the costs of the Plans.

Section 4. Construction of Trail Section.

(a) As soon as practicable after the Plan Acceptance Notification, Orange County shall engage a contractor and cause construction of the Trail Section in substantial accordance with the Plans and permits. Construction shall be performed in a lien free manner, including the prompt bonding and removal of any liens or claims of liens that create any encumbrance over all or any portion of the Trail Section.

(b) Seminole County shall reimburse Orange County for all fees, costs, and expenses incurred by Orange County in the construction of the Trail Section on a monthly basis, within thirty (30) days after receipt by Seminole County of a written reimbursement request from Orange County and inspection, approval and acceptance by Seminole County of the portion of the Trail Section for which reimbursement is requested (which shall not be unreasonably withheld or delayed). The costs of obtaining the bonds and insurance required for construction shall be deemed a cost of construction.

Section 5. Payment Disputes. In the event Seminole County raises any objections to any fee or cost on any reimbursement request provided pursuant to Section 3 or 4 herein, Seminole County may withhold from payment the amount at issue and shall pay the balance of the reimbursement in accordance with Section 3 or 4 herein, whichever is applicable. In the event a dispute occurs between the parties concerning any invoice or invoices for reimbursement as provided herein, then the parties shall, at the option of either of them, submit the same to non-binding mediation. This option to pursue mediation of a disputed invoice or invoices shall not be deemed to affect, limit or restrict Orange County's legal right to pursue payment of any disputed invoice or invoices directly through the courts. If the dispute is resolved in favor of Orange County, then Orange County shall be entitled to interest at the rate of 1 percent per month on the unpaid balance, with interest accruing from the date on which payment of an invoice or invoices was due but not made.

Section 6. Maintenance. Upon completion of construction of the Trail Section, and final payment by Seminole County to Orange County therefor as required herein, Orange County shall be responsible for all maintenance of the Trail Section, including ground maintenance and the structural integrity of the Trail Section in a manner consistent with Orange County's maintenance of the Cady Way Trail.

Section 7. Conditions Precedent. Orange County's obligations to engage a qualified engineering firm to produce the Plans shall be contingent upon Seminole County's approval of the Contract Proposal. Orange County's obligation to engage a contractor for the construction of the Trail Section shall be contingent upon Seminole County's approval of the Plans.

Section 8. Right of Entry. Seminole County hereby grants Orange County, its employees, agents, contractors and their subcontractors a right of entry onto all portions of the Trail Section for the purposes of designing and planning the construction of the Trail Section (including all required testing), construction of the Trail Section, and maintenance, operation, and repair of the Trail Section.

Section 9. Notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Orange County: County Administrator
Orange County Administration Building
201 S. Rosalind Avenue
Orlando, Florida 32801

With copy to: Orange County Parks & Recreation Division
c/o William Potter, Manager
Barnett Park Main Office
4801 W. Colonial Drive
Orlando, Florida 32808

As to Seminole County: _____

Section 10. Term. The term of this Agreement shall be ten (10) years from the Effective Date, and it may be extended for successive ten (10) year terms thereafter upon written consent of both parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other; provided however, that Sections 3.(b), 4.(b), 5, 7, 11, 12, and 15 shall survive the termination of this Agreement.

Section 11. Applicable Law, Venue. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

Venue for any action arising under this Agreement shall lie in the Ninth Judicial Circuit or, for federal matters, the Middle District of Florida.

Section 12. Force Majeure. Neither party shall be liable for any delay or damage arising out of resulting from a strike, slowdown, lockout, act of God, inability to obtain labor or materials, war, enemy action, terrorist attack, civil commotion, fire, casualty, a court order, or any other cause beyond the reasonable control of a party.

Section 13. Reasonable Approval. In those instances in this Agreement in which a Party's approval, consent or satisfaction is required, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

Section 14. Effective Date. The Effective Date of this Agreement shall be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of said parties.

Section 15. Entire Agreement. This Agreement shall constitute the entire agreement between the parties on this subject. The parties agree that there may be subsequent agreements on the issues set forth herein, however, no modification of this Agreement shall be effective unless reduced to writing and executed by the party to be charged.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates below written.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Richard T. Crotty, Orange County Chairman

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

SEMINOLE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Daryl G. McLain, Seminole County Chairman

Date: _____

ATTEST: Maryanne Morse
Clerk of the Board of County Commissioners,
Seminole County, Florida

By: _____
Maryanne Morse

*Approved as to form and
legal sufficiency*


COUNTY ATTORNEY

EXHIBIT "A"
TRAIL SECTION

SCHEDULE "A"

ESTATE: Perpetual Easement
PURPOSE: Recreational Trail

DESCRIPTION:

A portion of the CSX Railroad Right-of-Way lying in Section 35, Township 21 South, Range 30 East, Seminole County, Florida as described in the Railroad Right-of-way and Track Map for Seaboard Air Line Railway Company, Lake Charm Branch, Station 3150+60 to Station 3361+80, being more particularly described as follows:

Commence at the Southeast corner of said Section 35; thence along the South line of said Section 35, S89°03'24"W, 213.40 feet to the POINT OF BEGINNING; thence continue along said South line, S89°03'24"W, 935.38 feet to the collinear right-of-way line for said CSX Railroad and State Road 426, also being a point of a non-tangent curve concave Southerly, having a radius of 1457.69 feet and a central angle of 8°04'38" and a chord of 205.33 feet that bears N85°35'07"E; thence continue along said Northerly right-of-way line the following courses and distances, Easterly along the arc of said curve 205.50 feet; thence N89°37'26"E, 383.00 feet to a point of curvature of a curve concave Northerly having a radius of 1320.30 feet, a central angle of 18°16'58" and a chord of 419.52 feet that bears N80°28'57"E; thence Easterly along the arc of said curve 421.30 feet to the intersection of said collinear right-of-way and the edge of asphalt pavement also being the face of a concrete curb for Hall Road, as field located in April, 2001, also being a point of a non-tangent curve concave Southwesterly, having a radius of 75.00 feet, a central angle of 45°07'11" and a chord of 57.55 feet that bears S48°56'46"E; thence departing said collinear right-of-way line along said face of concrete curb, Southeasterly along the arc of said curve 59.06 feet to the Southerly right-of-way line of said CSX Railroad, also being a point of a non-tangent curve concave Northerly, having a radius of 1370.30 feet, a central angle of 4°48'20" and a chord of 114.90 feet that bears S72°31'49"W; thence Westerly along the arc of said curve 114.93 feet to the POINT OF BEGINNING.

Containing 18,402 square feet, more or less.

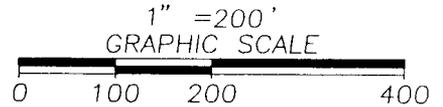
SURVEYORS NOTES:

1. Bearings shown hereon are based on the South line of Section 35, Township 21 South, Range 30 East, Seminole County, Florida being S89°03'25"W (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the original signature and the raised seal of a Florida licensed surveyor and mapper.

<p>Sketch & Description</p>	<p>Date: November 11, 2003 DC</p>		<p>CERT. NO. LB2108 45606049</p>
<p>FOR Orange County Parks & Recreation Department</p>	<p>Job No.: 45606</p>	<p>Scale: 1"=200'</p>	 <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com</p> <p><i>Gary B. Krick</i></p>
	<p>CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.</p>		
<p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>			<p>GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>

SKETCH OF DESCRIPTION

NORTH LINE OF ORANGE COUNTY
SECTION 2-22-30
SOUTH LINE OF SEMINOLE COUNTY
SECTION 35-21-30



"A"
R=1457.69'
L=205.50'
 Δ = 8°04'38"
CB=N85°35'07"E
CH=205.33'

935.38'

N89°37'26"E
383.00'

NORTHERLY
RIGHT OF WAY LINE
CSX RAILROAD

S89°03'24"W
POINT OF
CURVATURE

"B"
R=1320.30'
L=421.30'
 Δ = 18°16'58"
CB=N80°28'57"E
CH=419.52'

"D"
R=1370.30'
L=114.93'
 Δ = 4°48'20"
CB=S72°31'49"W
CH=114.90'

POINT OF
BEGINNING

SOUTHERLY
RIGHT OF WAY LINE
CSX RAILROAD

EDGE OF
ASPHALT
PAVEMENT

"C"
R=75.00'
L=59.06'
 Δ = 45°07'11"
CB=S48°56'46"E
CH=57.55'

CENTERLINE

HALL ROAD

"B"
STATE ROAD
426

213.40'
S89°03'24"W

EAST LINE OF SECTION 35-21-30
WEST LINE OF SECTION 36-21-30

POINT OF
COMMENCEMENT

SOUTHEAST CORNER
SECTION 35, TOWNSHIP 21
SOUTH, RANGE 30 EAST

ABBREVIATIONS

- R = RADIUS
- Δ = DELTA
- CH = CHORD LENGTH
- CB = CHORD BEARING
- L = ARC LENGTH



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email: info@southeasternsurveying.com

Drawing No. 45606050
Job No. 45606
Date: 11/11/2003
SHEET 1 OF 2
See Sheet 1 for Description