

Item # 36

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Landscaping Agreement (Seminole County/City of Lake Mary)
for Rinehart Road Trail (Lake Mary Boulevard to County Road 46A).

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: W. Gary Johnson **CONTACT:** Jerry McCollum, P.E. **EXT.** 5651
W. Gary Johnson, P.E., Director County Engineer

Agenda Date 03-25-03 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Interlocal Landscaping Agreement with the City of Lake Mary for Rinehart Road Trail (Lake Mary Boulevard to County Road 46A).

BACKGROUND:

This Interlocal Agreement will provide for the material cost and construction for shrubs, trees and palms as part of the landscaping improvements on that segment of the Rinehart Trail from Lake Mary Boulevard to County Road 46A. The City shall be responsible for designing, permitting, constructing and maintaining the roadway landscaping within the described Rinehart Road Trail segment right-of-way. The County agrees to pay the City for said landscaping improvements a sum not-to-exceed \$100,000.00 for eligible expenses to be distributed from the monies set aside in the Florida Gas Tree Replacement Fund.

District 5 – Commissioner McLain

Attachments: Interlocal Agreement

Reviewed by SP
Co Atty: SP
DFS: _____
Other: _____
DCM: WJ
CM: JK
File No. CPWE02

**SEMINOLE COUNTY/CITY OF LAKE MARY
INTERLOCAL LANDSCAPING AGREEMENT
RINEHART ROAD TRAIL (LAKE MARY BOULEVARD TO COUNTY ROAD 46A)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2003, by and between the CITY OF LAKE MARY, a Florida municipal corporation whose address is 100 N. Country Club Road, Lake Mary, Florida, 32746, hereinafter referred to as CITY, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, the Rinehart Road Trail is a part of the Seminole County Trails System which is located in the City of Lake Mary and is of significant interest and concern to the citizens of the CITY and the COUNTY; and

WHEREAS, the CITY is currently involved in a Rinehart Road Trail improvement project from Lake Mary Boulevard to County Road 46A; and

WHEREAS, the Rinehart Road Trail traverses the CITY and is of critical importance to Seminole County Trails System; and

WHEREAS, the planned and uniform development of the Rinehart Road Trail as a well-landscaped, scenic transportation facility has contributed and will continue to contribute to the general health, safety and welfare of residents in the CITY and the COUNTY; and

WHEREAS, the CITY and the COUNTY have worked together in a cooperative manner relating to the Rinehart Road Trail 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; and

NOW, THEREFORE, in consideration of the mutual 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. Purpose of Agreement. The purpose of this Agreement is to provide for the material cost and construction of shrubs, trees and palms as part of the landscaping improvements on that segment of the Rinehart Road Trail with a southerly beginning at Lake Mary Boulevard and a northerly termination of County Road 46A.

Section 2. Cooperation. The success of the Rinehart Road Trail landscape improvement project requires the continued and ongoing cooperation of both the CITY and the COUNTY to succeed and, therefore, participation by each party of this Agreement is essential.

Section 3. Obligation of the CITY. The following obligations shall be assumed by the CITY with respect to this Agreement:

The CITY shall be responsible for designing, permitting, constructing and maintaining the roadway landscaping within the described Rinehart Road Trail segment right-of-way.

The CITY shall obtain COUNTY approval of eligible costs for its landscape plan prior to construction beginning.

- (c) The CITY shall indemnify and hold the COUNTY harmless against all liability, claims, demands, judgments or costs arising from injuries, loss or damage whatsoever associated with the design, permitting, construction and maintenance of landscaping performed by the CITY or roadway conflict arising therefrom.

(d) The CITY shall complete the construction of the roadway landscaping within two (2) years from the date of Agreement execution.

(e) The CITY shall provide a project cost invoice with detail sufficient to determine cost eligibility.

Section 4. Obligation of the COUNTY. The COUNTY agrees to pay to the CITY in one (1) single payment for said landscaping improvements a sum not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for eligible expenses to be distributed from the monies set aside in the Florida Gas Tree Replacement Fund and payable within thirty (30) days after the completion of the landscaping. The County, at its sole discretion, may consider incremental reimbursement upon written request from the City of Lake Mary. However, total payments shall not exceed \$100,000.00.

Section 5. Effective Date. This Agreement shall take effect upon the full execution of the Agreement by the parties.

Section 6. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, and sent to:

CITY

City Manager
Lake Mary City Hall
P. O. Box 958445
Lake Mary, FL 32795-8445

COUNTY

County Manager
Seminole County Services Building
1101 E. First Street
Sanford, Florida 32771

Any of the parties may change, by written notice as provided above, the addresses or person for receipt of notices.

Section 7. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day, month and year above written.

ATTEST:



CAROL A. FOSTER, CITY CLERK

CITY OF LAKE MARY



THOMAS C. GREENE, MAYOR

DATE: 2-6-03

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

DARYL G. MCLAIN, CHAIRMAN

DATE: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

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

County Attorney