

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT: Interlocal agreement between Seminole County and the City of Sanford for the joint use of six hundred feet (600') of sixty inch (60") storm sewer pipe.**

**DEPARTMENT: ADMIN SERVICES DIVISION: FACILITIES MAINTENANCE**

**AUTHORIZED BY: JAMIE CROTEAU CONTACT: SPEED THOMAS EXT. 5281**

Agenda Date <u>3/25/2003</u>	Regular <input checked="" type="checkbox"/>	Consent <input 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 an Interlocal Agreement between Seminole County and the City of Sanford regarding the joint use and funding of off-site drainage improvements associated with the County Services Building Parking and Drainage Improvements Project (CC-1191-02/BJC).**

**BACKGROUND:**

**At the February 11, 2003 BCC meeting, the Board directed staff to prepare an Interlocal Agreement between the City of Sanford and the County for shared funding for the County Services Building parking and drainage improvements project (CC-11191-02/BJC). This project had been previously approved by the Board in the amount of \$556,000 at its November 26, 2002 regular Board meeting.**

**The Board also approved funding of the project, provided that the City of Sanford would reimburse the County in the total amount of \$56,372 (\$26,372 payable during FY 2003-2004 and \$30,000 during FY 2004-2005).**

**The Interlocal Agreement has been approved by the City of Sanford.**

**Note: *This agreement is contingent up upon concurrent BCC approval of BCR in the amount of \$65,000 (see item #, Consent Agenda).***

Reviewed by:	
Co Atty:	_____
DFS:	_____
Other:	_____
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.:	<u>RASFM01</u>

**INTERLOCAL AGREEMENT BETWEEN  
SEMINOLE COUNTY AND CITY OF SANFORD  
FOR THE JOINT USE OF SIX HUNDRED FEET (600')  
OF SIXTY INCH (60") STORM SEWER PIPE**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is the Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **CITY OF SANFORD**, a Florida municipal corporation, whose address is Sanford City Hall, 300 North Park Avenue, Sanford, Florida 32772, hereinafter referred to as "SANFORD".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY, as part of its renovation of the parking lot and drainage system for the County Services Building, located in the City of Sanford, intends to construct six hundred feet (600') of off-site discharge storm sewer pipe in the CITY's right-of-way from First Street to Lake Monroe; and

**WHEREAS**, the CITY has existing drainage facilities which are insufficient for the COUNTY's needs; and

**WHEREAS**, the CITY desires to improve its drainage in this area by participating in a joint use project to increase the size of the existing off-site pipe; and

**WHEREAS**, the CITY is willing to contribute to the cost of the increased pipe size on the COUNTY's project providing the contractors price is deemed reasonable by the CITY; and

**WHEREAS**, the COUNTY and the CITY desire to cooperate with regard to accomplishing and maintaining proper drainage in the Mellonville

Avenue and First Street area including the County Services Building for the benefit of the citizens of Seminole County and the City of Sanford; and

**WHEREAS**, this Interlocal Agreement serves a public purpose and is authorized pursuant to the provisions of Chapters 125, 163 and 166, Florida Statutes, and other applicable law,

**NOW, THEREFORE**, in consideration of the premises and the promises, covenants, agreements 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 relative to the joint funding and use of the stormwater discharge pipe from First Street to Lake Monroe.

**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. 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 October 1, 2005.

**SECTION 3. COUNTY'S DUTIES.** The COUNTY shall be responsible for all contracting, permitting, and construction of the project as described below:

(a) Project Description. The Seminole County Services Building is located in the City of Sanford at the intersection of Mellonville Avenue and First Street. The Project will include parking lot construction, parking lot modifications, sidewalk and curb and gutter, and drainage structures, and pond construction in accordance with the

drawings prepared by Bowyer-Singleton and Associates dated July 17, 2002. The Project also includes approximately six hundred feet (600') of off-site storm water pipe construction from First Street to Lake Monroe. The CONTRACTOR will be required to separate on-site work and off-site work.

(b) Requirements. All construction shall conform to the City of Sanford Standard Land Development Regulations. The CONTRACTOR shall provide a detailed schedule and phasing plan, as well as a description of the approach used for the construction. The bid will be a unit price for on-site and off-site work. In the event the construction drawings are changed prior to issuance of the Notice to Proceed, the contract will be amended, as approved by the CITY and the COUNTY, and new drawings issued for construction.

(c) Permitting. The following permits will be provided by Seminole County: St. John's River Water Management District Standard General Environmental Resource Permit and City of Sanford Site Work Permit.

#### **SECTION 4. CITY'S DUTIES.**

(a) Upon completion of the Project as described above, the CITY agrees to pay to the COUNTY the following sums:

(1) TWENTY-SIX THOUSAND THREE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$26,372.00) payable during the 2003-2004 fiscal year, no later than September 1, 2004.

(2) THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) payable during the 2004-2005 fiscal year, no later than September 1, 2005.

(b) Upon completion of the Project as described above, the CITY shall assume all ownership and maintenance responsibilities for the jointly used six hundred feet (600') of sixty inch (60") RCP storm sewer pipe to Lake Monroe and hold the COUNTY harmless for said responsibilities thereafter.

**SECTION 5. REMEDIES.** Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for positive dialogue and communications if disputes or disagreements arise as to the interpretation or implementation of this Interlocal Agreement and agree to comply with the alternative dispute resolution processes set forth in any interlocal agreement relating to said subject.

**SECTION 6. FORCE MAJEURE.** In the event any party hereunder fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other act of God or force majeure then said party shall not be in default hereunder.

**SECTION 7. 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.

**SECTION 8. ASSIGNMENT.** This Interlocal Agreement shall not be assigned by either party without the prior written approval of the other.

**SECTION 9. PUBLIC RECORDS.** The COUNTY and the CITY shall allow public access to all documents, papers, letters or other materials which have been made or received by the COUNTY and the CITY in conjunction with this Interlocal Agreement.

**SECTION 10. RECORDS AND AUDITS.** The COUNTY and the CITY shall maintain in its places of business any and all books, documents, papers, and other evidence pertaining to work performed under this Interlocal Agreement. Such records shall be available at the parties places of business at all reasonable times during the term of this Interlocal Agreement and for as long as such records are maintained thereafter. Records shall be maintained in accordance with State law and generally accepted accounting and auditing principles.

**SECTION 11. NOTICES.**

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

**For COUNTY:**

Attn: County Manager  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**For CITY:**

Attn: City Manager  
Sanford City Hall  
300 North Park Avenue  
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 as described herein. All notices shall be effective upon receipt.

**SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS.** In performance of 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 violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Interlocal Agreement and shall entitle the non-violating party to terminate this Interlocal Agreement immediately upon delivery of written notice of termination to the violating party.

**SECTION 13. INDEMNITY AND INSURANCE.**

(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) 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 of sovereign immunity of the COUNTY and the CITY beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) 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 14. ENTIRE AGREEMENT.** This Interlocal Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

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

ATTEST:

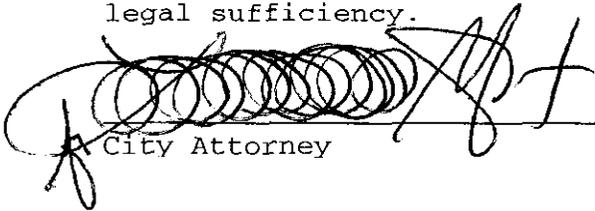
Janet R. Dougherty  
JANET DOUGHERTY, City Clerk

CITY OF SANFORD

By:   
BRADY LESSARD, Mayor

For the use and reliance of the City of Sanford only. Approved as to form and legal sufficiency.

Date: March 12, 2003

  
City Attorney

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. Approved as to form and legal sufficiency

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

  
County Attorney  
AC/lpk  
2/24/03 2/25/03  
interlocal w/Sanford - sewerpipe