

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement between Seminole County and the City of Sanford
Relating to Landscape and Irrigation Maintenance in conjunction with the County
Road 46A, Phase III Project (Upsala Road to Old Lake Mary Road)

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

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

Agenda Date <u>04/11/06</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 the City of Sanford Relating to Landscape and Irrigation Maintenance in conjunction with the County Road 46A, Phase III Project (Upsala Road to Old Lake Mary Road).

District 5 – Commissioner Carey (Jerry McCollum, P.E.)

BACKGROUND:

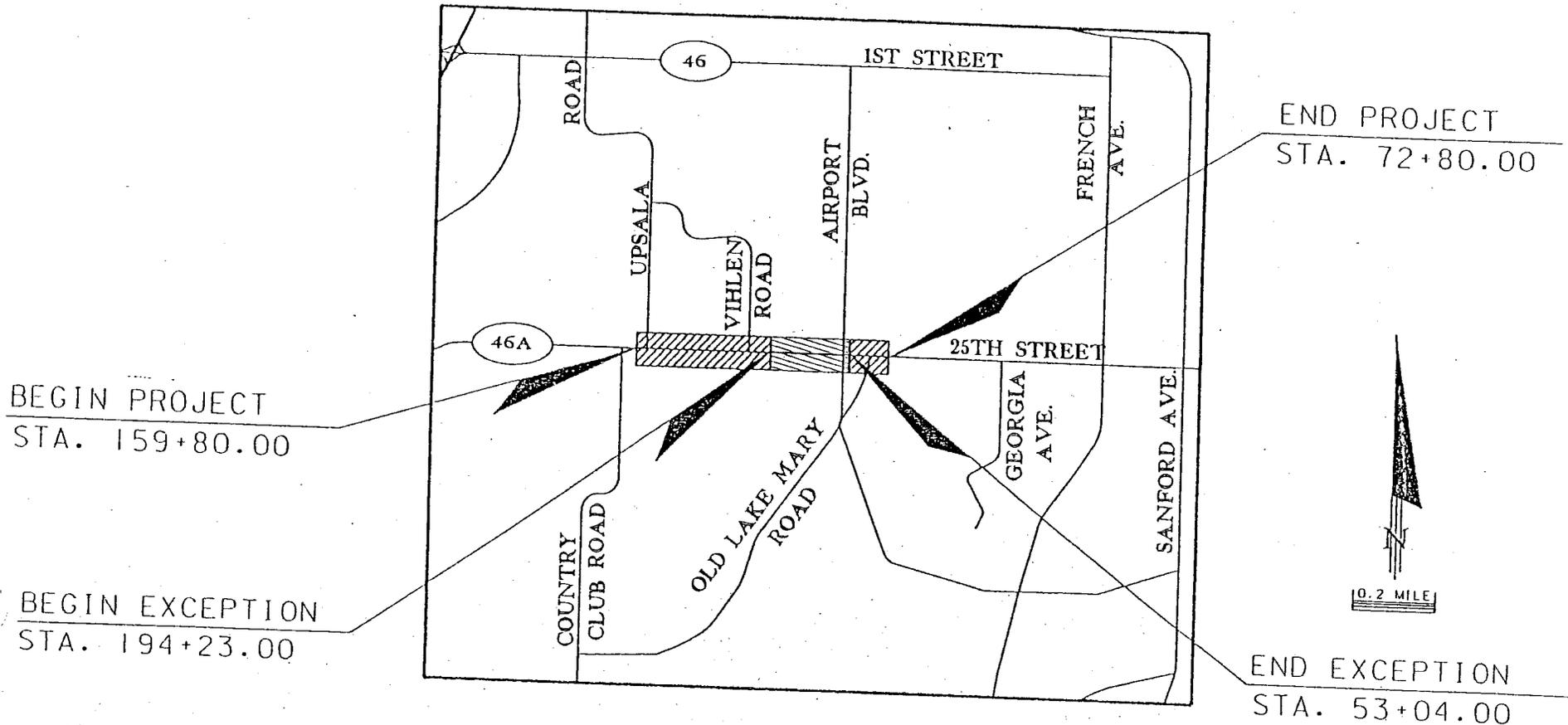
The City of Sanford has contacted the County to upgrade the County's "standard" landscaping plans along the referenced section of County Road 46A. This agreement sets forth the landscape, irrigation and maintenance responsibilities between Seminole County and the City of Sanford for the project area (see attached location map). The City agrees to provide reclaimed water and all functional and aesthetic maintenance of the landscaping and irrigation system located within the project area lying between Upsala Road and Old Lake Mary Road. The County agrees to provide the plans for the design and construction of the irrigation lines and landscape plantings requiring water to survive within the project area. Once the plans are complete, the landscaping will be part of the construction plans or if the project is already under construction, a change order will be issued. There may be additional upfront costs with this proposal; however, these costs should be offset by the City of Sanford providing reclaimed water and aesthetic maintenance. This agreement is similar to the landscaping agreements that have been entered into with the Cities of Longwood (Ronald Reagan Boulevard) and Winter Springs (Tuskawilla Road) for prior projects.

Reviewed by: <u>[Signature]</u>
Co Atty: <u>[Signature]</u>
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CPWE01</u>

Attachments: Location Map / Interlocal Agreement

C.R. 46A (PHASE III)

UPSALA ROAD TO OLD LAKE MARY ROAD



LOCATION MAP

**INTERLOCAL AGREEMENT
BETWEEN SEMINOLE COUNTY AND THE CITY OF SANFORD
RELATING TO LANDSCAPE AND IRRIGATION MAINTENANCE**

2006 FEB 27 PM 2:42

THIS INTERLOCAL AGREEMENT, is made and entered into this ____ day of _____, 2006, 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 SANFORD**, a Florida municipal corporation, whose address is 300 North Park, Sanford, Florida 32771 (hereafter referred to as "CITY").

WITNESSETH:

WHEREAS, County Road 46A is a COUNTY road which is partially located in the CITY limits and of significant interest and concern to the citizens of the CITY and the COUNTY; and

WHEREAS, the planned and uniform development of this road as a well landscaped, scenic roadway will 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 this road 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 landscaping, irrigation and maintenance of the landscaping and the irrigation system on that portion of County Road 46A lying between Upsala Road and Old Lake Mary Road including that section of County Road 46A in the vicinity of the State Road 417 Interchange that has already been constructed (hereafter the area covered by this Agreement will be referred to as the "Project Area"). The Project Area is also known as Phase III of the reconstruction of County Road 46A. Attached as Exhibit "A" is a map of the Project Area.

Section 2. **Term of Agreement.** The initial term of this Agreement shall be one (1) year. This Agreement shall automatically renew itself, without further action of the parties, unless the CITY gives written notice of termination at least six (6) months before the end of the then current term. Should the CITY terminate this Agreement before installation and hook up of the reclaimed water line, then the CITY shall reimburse the COUNTY for the costs associated with the COUNTY's compliance with the terms of this Agreement (changed plans and installation of the irrigation system). If the CITY terminates this Agreement after installation of plants and landscaping requiring water to survive, then the CITY shall pay the COUNTY the lower of: (a) the average annual cost to the CITY of meeting its obligations under this Agreement (providing reclaimed water, maintenance, replanting, mowing, etc., all as described in this Agreement) times fifteen (15) years, reduced to present day value; or (b) the actual cost of replacing the landscaping and plants that are not dependent upon water to survive. In no event shall the payment due from the CITY be less than an amount negotiated by the parties. Should the termination occur before installation of the reclaimed water line

and after installation of plants and landscaping requiring water to survive, then the CITY will be obligated to pay the costs associated with the COUNTY's compliance with the terms of this Agreement (changed plans and installation of the irrigation system) plus the average annual or replacement costs (subject to the minimum amount stated above) specified above.

Section 3. **City's Obligations.** Throughout the term of this Agreement the CITY shall:

- (a). Provide reclaimed water to the Project Area; and
- (b). Upon completion of the construction contractor's warranty period, be solely responsible for providing all necessary functional and aesthetic maintenance of the landscaping and irrigation system located within the Project Area including, but not limited to, watering, mowing, fertilizing, litter removal, aesthetic appearance, replacement and sustainable care of plantings (replacing like with like, to the maximum extent possible), maintenance and repair of the irrigation system as required, and the replacement and sustainable care of decorative pavements and concrete damaged as a result of any of the foregoing activities; and
- (c). 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.

Section 4. **Reclaimed Water Line.** In order to clearly state the intent of the parties, the COUNTY's landscaping plans existing on the date of this Agreement (the "Existing Plans") do not envision an irrigation system and landscaping requiring water to

survive. As a result of this Agreement, the Existing Plans will be changed by the COUNTY to provide for plantings and landscaping dependent upon regular watering. Should the reclaimed water line not be in place when the COUNTY's contractor is ready, then the CITY shall bear all costs associated with making the connection of the reclaimed water line to the irrigation system. Should the CITY completely fail to make the connection within twelve (12) months after the expiration of the road contractor's warranty period, then the CITY shall reimburse the COUNTY for the costs associated with the COUNTY's compliance with the terms of this Agreement (changed plans and installation of the irrigation system). In all events, the CITY will assume responsibility for watering and maintaining the plantings immediately upon the expiration of the road contractor's warranty period.

Section 5. **COUNTY Obligations.** The COUNTY shall:

(a). Cause the plans for the construction of the road within the Project Area to include irrigation lines for the project landscaping. The plans shall also be changed to provide for planting of landscaping requiring water to survive. Those design changes and the additional construction cost of those changes shall be at no expense to the CITY except as provided in Section 4. Upon completion of the road construction the COUNTY shall provide the CITY with one (1) set of reproducible as-built drawings for the irrigation and landscaping. The CITY shall not have any liability or obligation relating to the design or plans.

(b). Construct an appropriate irrigation system that will utilize reclaimed water from the meter locations shown on Exhibit "A". The CITY shall not have any obligation or liability relative to such construction activities.

(c). Install the appropriate landscape material. The CITY shall not have any obligation or liability relative to said installation activities.

Section 6. **Assignment.** This Agreement shall not be assigned by either party with the prior written approval of the other, however, this prohibition shall not prevent either party from meeting its obligations hereunder by using independent contractors.

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 copy to: **Public Works Director**
Reflections Plaza
520 Lake Mary Boulevard
Suite 200
Sanford, Florida 32773

For the CITY: **City Manager**
300 North Park
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 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.

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

ATTEST:

CITY OF SANFORD

JAN DOUGHERTY
JAN DOUGHERTY, City Clerk

By: Linda Kuhn
LINDA KUHN, Mayor

Date: February 28, 2006

For use and reliance of the Sanford City Commission only. Approved as to form and legality.

/s/ William L. Colbert
William L. Colbert, City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: Carlton Henley
CARLTON HENLEY, Chairman

Date: _____

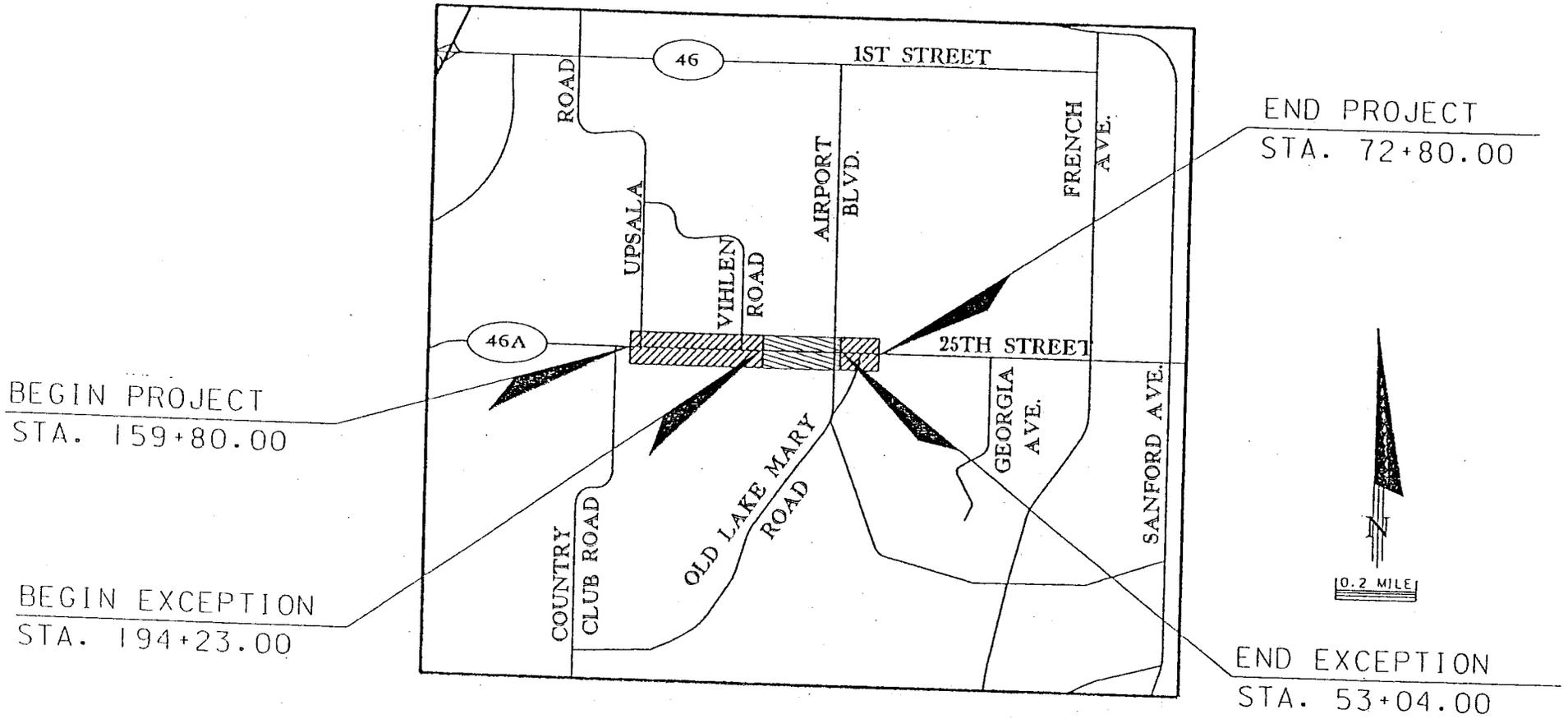
For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2006, regular meeting.

William L. Colbert
County Attorney

C.R. 46A (PHASE III)

UPSALA ROAD TO OLD LAKE MARY ROAD



PROJECT AREA

EXHIBIT "A"