

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement between Seminole County and The City of Casselberry for the Funding, Design, and Construction of a Multi-Use Trail through residential Casselberry and unincorporated Seminole County Connecting Parks, Schools and Neighborhoods.

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

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

Agenda Date 09-12-06 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Casselberry for the funding, design and construction of a multi-use trail through residential Casselberry and unincorporated Seminole County connecting parks, schools, and neighborhoods (see attached map).

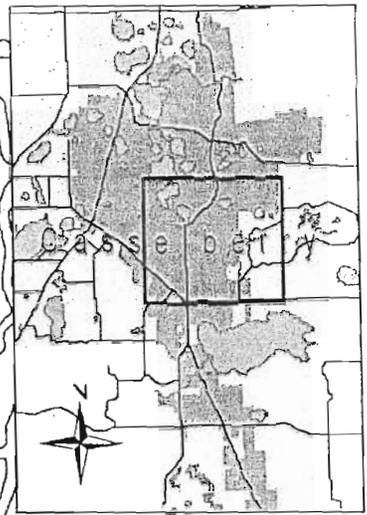
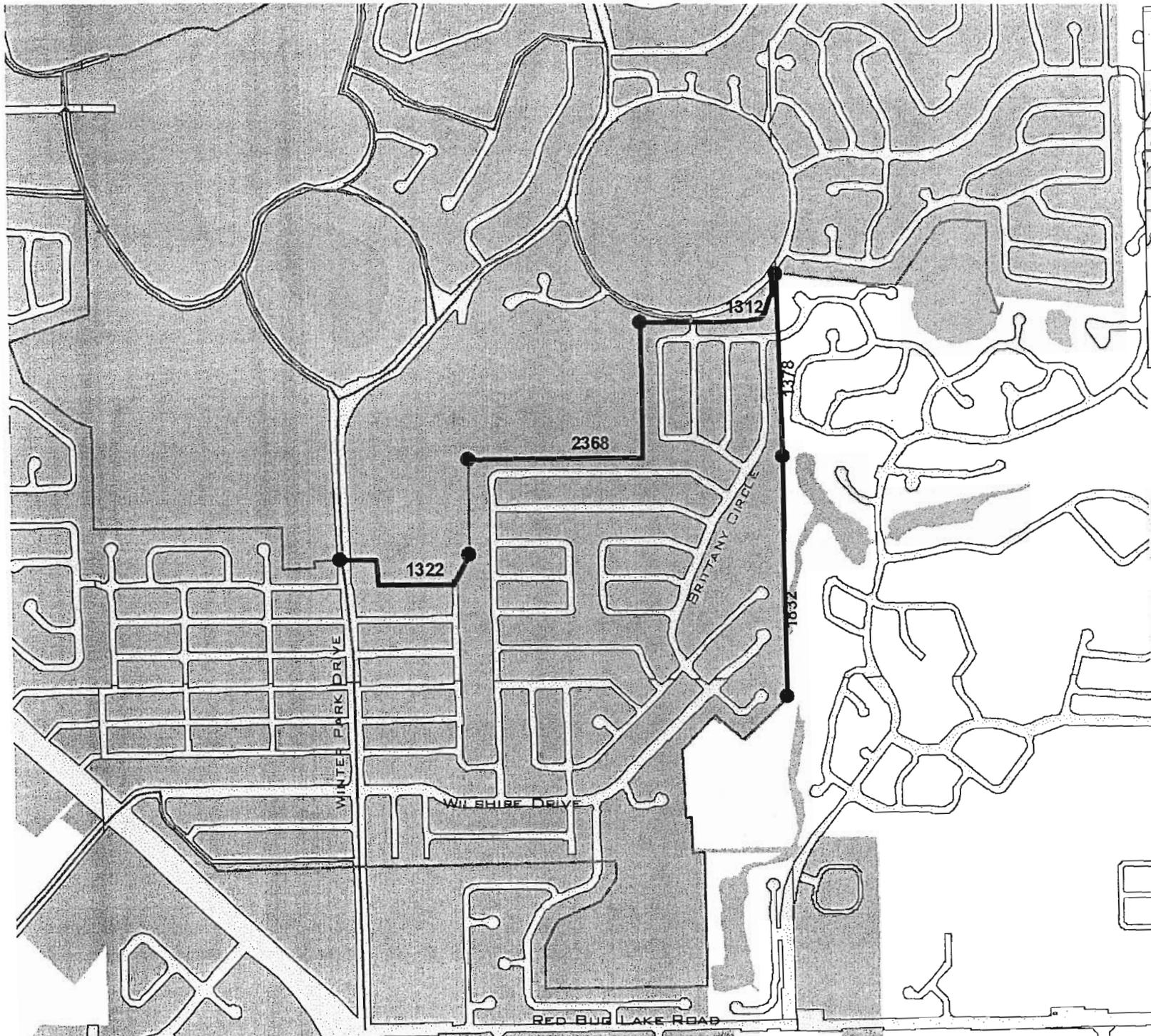
District 2 – Commissioner Morris (Jerry McCollum, P.E.)

BACKGROUND:

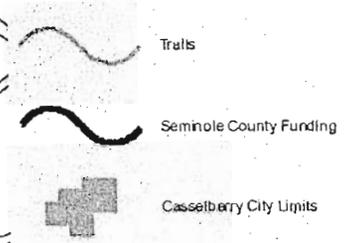
Seminole County and the City of Casselberry have a common interest in the development of a multi-use trail and trailheads. Based on prior activities, Seminole County has agreed to allocate funds from the Trails and Natural Lands account (Funds are budgeted under Project # 00187750) to participate in the amount of \$1,000,000 towards the design (\$250,000) and construction (\$750,000) of the 1.6 mile multi-use trail. The City of Casselberry will manage the design and construction of the trail and will also be responsible for the perpetual maintenance of the trail.

Attachments: Map: Segment One Casselberry Bike Trail Plan A
Interlocal Agreement

Reviewed by: _____
Co Atty: [Signature] 8.16.06
DFS: _____
Other: _____
DCM: _____
CM: [Signature]
File No. CPWE03



Vicinity Map



**Segment One
Casselberry Bike Trail
Plan A**



INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CASSELBERRY AND SEMINOLE COUNTY PROVIDING FOR THE
FUNDING, DESIGN, AND CONSTRUCTION OF A MULTI-USE TRAIL AND TRAILHEADS
THROUGH RESIDENTIAL CASSELBERRY AND UNINCORPORATED SEMINOLE COUNTY
CONNECTING PARKS, SCHOOLS AND NEIGHBORHOODS.

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "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, hereinafter referred to as the "COUNTY" and CITY OF CASSELBERRY, a Florida Municipal Corporation, whose address is 95 Triplet Lake Drive, Casselberry, FL 32707 hereinafter referred to as the "CITY".

WHEREAS, the bike trail is a cooperative funding effort between the CITY and the COUNTY in the development of multi-use trail and supporting facilities hereinafter referred to as the "TRAIL". The TRAIL will consist of 1.6 miles of paved surface and boardwalk both within and outside the city limits of the City of Casselberry; and

WHEREAS, the TRAIL connections will allow for people to access Casselberry Elementary, South Seminole Middle School, Wirz Park, Dew Drop Park, Crystal Bowl Park, and the County's Trail system; and

WHEREAS, the COUNTY and the CITY realize the TRAIL's benefit to the community, and local and regional trail users; and

WHEREAS, the COUNTY and the CITY desire to enter into an interlocal agreement to facilitate funding, design, and construction, of the TRAIL; and

WHEREAS, the parties desire that the CITY shall be responsible for procuring the design and engineering construction plans, the

construction, and thereafter for operation and maintenance of the TRAIL; and

WHEREAS, the parties desire that the COUNTY shall provide the CITY funding for all costs of said design and engineering construction plans and construction of the TRAIL up to a maximum total of \$1,000,000.00;

NOW, THEREFORE, the COUNTY and the CITY, for and in consideration of the mutual covenants, obligations, and responsibilities cited herein, do hereby covenant; and 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. FUNDING. The COUNTY agrees to provide funding to the CITY for up to \$250,000.00 for design and engineering construction plans and \$750,000.00 for construction of the TRAIL. Any remainder of the design funding can be applied to the construction funding. The amount of funding may be increased at COUNTY'S sole discretion.

SECTION 3. DESIGN.

(a) The CITY shall be responsible for managing and directing the preparation of the design and engineering construction plans for the TRAIL, including the preparation and submittal of the application for all required permits and approvals therefore. The CITY can utilize one of its continuing services contract consultants for the preparation of the design and engineering construction plans. The CITY agrees to design the TRAIL in substantial conformity with the attached preliminary plan. Substantial changes and deviations from

the attached preliminary plan need to be approved by the COUNTY. The CITY will submit the final plans to the COUNTY within fifteen (15) days of completion for COUNTY review. The COUNTY will have thirty (30) days from the date of receipt of those plans to review the plans to ensure they concur with the preliminary plan set forth in this document and to provide the CITY with written notification of acceptance ("Plan Acceptance Notification"). Failure to provide written notification within thirty (30) days will constitute acceptance of the final plan.

(b) Subject to the limits specified in SECTION 2 above, the COUNTY shall advance the CITY funding in the preparation of the construction plans, including, without limitation, engineering, surveying, soils investigation, environmental, and permitting costs and fees within thirty (30) days of execution of this Agreement.

SECTION 4. CONSTRUCTION.

(a) As soon as possible after receipt of the Plan Acceptance Notification, the CITY shall engage a contractor and cause construction of the TRAIL in accordance with the construction plans and permits. Substantial changes and deviations from the approved construction plans, or any deviations from County design standards, need to be approved by the COUNTY. 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.

(b) Subject to the limits specified in SECTION 2 above, the COUNTY shall advance the CITY funding for fees, costs, and expenses

for construction of the TRAIL after the COUNTY has approved the final plan and within thirty (30) days of the COUNTY'S receipt of a written request by the CITY for said fees, costs, and expenses. The CITY shall not issue said written request to the COUNTY for fees, costs, and expenses for construction until the CITY has received the Plan Acceptance Notification issued by the COUNTY or acceptance of the final plan by the COUNTY has occurred as otherwise provided in Section 2(a). The costs of obtaining the bonds and insurance required for construction shall be deemed costs of construction.

(c) The COUNTY shall have the right to reimbursement in the case that construction is not performed in substantial conformity with the approved construction plans. Written notice shall be provided to the CITY identifying the deficient construction. If the deficiency is not corrected, the COUNTY has the right to exact payment of the item from the total funding.

SECTION 5. COMPLETION TIME. Within five (5) years of the execution of this AGREEMENT, the CITY shall have completed construction, although an extension may be granted by the COUNTY for Acts of God.

SECTION 6. OPERATION AND MAINTENANCE. Upon completion of construction of the TRAIL, the CITY shall be responsible for the day to day operations, all maintenance, and repair of the TRAIL. All maintenance and repair of the TRAIL includes both the ground maintenance and the structural integrity in a manner consistent with the CITY'S maintenance of its parks.

SECTION 7. PAYMENT DISPUTES. In the event a dispute occurs between the parties concerning any portion of the plan as provided herein, then the parties shall, at the option of either party, submit the same to non-binding mediation. This option to pursue mediation of a dispute shall not be deemed to affect, limit, or restrict the CITY'S legal right to pursue payment of any disputed invoice or invoices directly through the courts.

SECTION 8. 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 Seminole County: Jerry McCollum, P.E. County Engineer
County Engineer for Seminole County
Engineering Division
520 West Lake Mary Blvd.
Suite 200
Sanford, Florida 32773

As to City of Casselberry: Matthew Fortini
Parks and Recreation Director
95 Triplet Lake Drive
Casselberry, FL 32727

SECTION 9. INTEGRATION/ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties on this subject. The parties agree that there may be additional subsequent agreements on the issues set forth herein.

SECTION 10. SEVERABILITY. If any section or portion of this Agreement is determined to be unlawful by a competent court of law, such determination shall not affect the remaining terms and conditions of the Agreement.

SECTION 11. COUNTY LIABILITY. The parties acknowledge and agree that the primary function of this agreement is to provide COUNTY funds to the CITY. The COUNTY's review and approval of the plans is not intended to be a detailed design review and is only intended to provide assurance to the COUNTY (and no other person or entity) that the money provided to the CITY will be used for TRAIL purposes. Furthermore, the COUNTY is not responsible for actual construction activities or the maintenance of the facilities once constructed. The COUNTY's ability to withhold funds during construction is only intended to assure the COUNTY (and no other person or entity) that the money is being spent for construction of the facilities. Under no circumstance may any provision herein be construed to in any way waive the COUNTY's sovereign immunity under Section 768.28, Florida Statutes.

SECTION 12. TERM. The term of this Agreement shall be for five (5) years from the date of execution, unless extended by the COUNTY.

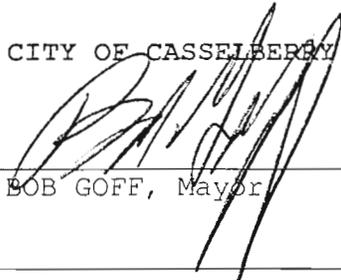
SECTION 13. FILING OF AGREEMENT. It is agreed that this Agreement shall be filed by the CITY with the Clerk of the Circuit Court of Seminole County, Florida, all in accordance with the Interlocal Agreement Act, and that this Agreement shall not become effective until the CITY has so filed the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CITY OF CASSELBERRY

Thelma McPherson
THELMA McPHERSON, City Clerk

By: 
BOB GOFF, Mayor
Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman
Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

Sharon E. Dietrich 8-14-06
County Attorney

AS\dre
06\21\06
Attachment

Preliminary Plan
P:\USERS\DEDGE\MY DOCUMENTS\AGT\CASSELBERRY TRAILHEAD INTERLOCAL FINAL.DOC