

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Criminal Justice Center Interlocal Agreement with the City of Sanford

DEPARTMENT: Environmental Services **DIVISION:** Water & Wastewater

AUTHORIZED BY: *Robert G. Adolphe* **CONTACT:** Gary Rudolph **EXT.** 2020
Robert G. Adolphe, P.E., Director Utilities Manager

Agenda Date <u>09/28/04</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 Chairman to execute the Interlocal Agreement relating to the liftstation at the Criminal Justice Center.

BACKGROUND:

The City of Sanford and Seminole County have entered into an Interlocal Agreement relating to a liftstation at the Criminal Justice Center. The City of Sanford and Seminole County have a common interest in the wastewater facilities related to the Criminal Justice Center including such facilities as the force main connections. The County shall take full responsibility for the force main from the County's new Criminal Justice Center liftstation up to and including the isolation valve located at the connection point to the City's forcemain on U.S. Highway 17-92. The County shall own and have full operational and maintenance responsibility for the isolation valve; allowing the City of Sanford the ability to operate the isolation valve within reasonable uses with prior notification to and approval by the County.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <u><i>[Signature]</i></u>
CM: <u><i>[Signature]</i></u>
File No. <u>CESW01</u>

**CITY OF SANFORD/SEMINOLE COUNTY
INTERLOCAL AGREEMENT RELATING
TO LIFTSTATION AT CRIMINAL JUSTICE CENTER**

THIS INTERLOCAL AGREEMENT is made and entered into and effective this ____ day of _____, 2004, by and between the CITY OF SANFORD, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771, (hereinafter referred to as the "CITY") and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, (hereinafter referred to as the "COUNTY").

WITNESSETH:

WHEREAS, the COUNTY is in the process of constructing the COUNTY's new Criminal Justice Center; and

WHEREAS, the COUNTY and the CITY have a common interest in the wastewater facilities pertaining to the Criminal Justice Center specially including such facilities as the force main connections.

NOW, THEREFORE, in consideration of the mutual promises, 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. 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. RESPONSIBILITY OF THE COUNTY.

The COUNTY shall own and take full responsibility for the force main from the COUNTY's new Criminal Justice Center liftstation to and including the isolation valve

located at the connection point to the CITY's forcemain on United States Highway 17-92 as depicted in Attachment "A" which is attached hereto and incorporated herein by this reference thereto as if fully set forth herein verbatim. The COUNTY shall own and have full operation and maintenance responsibility for the isolation valve. Notwithstanding the above, however, the CITY shall have the ability to operate the isolation valve with prior notification to and approval by the COUNTY, which approval shall not be unreasonably withheld.

SECTION 3. NOTICES.

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

COUNTY

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

CITY

Mr. Al Grieshaber, Jr.
City Manager
City of Sanford
City Hall
300 North Park Avenue
Sanford, Florida 32765

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

(c) Additionally, the parties shall notify one another of individuals who shall be authorized to make day-to-day operational decisions to implement the purposes of this Interlocal Agreement. Communications between operational personnel may be oral or in writing (to include communications by e-mail).

SECTION 4. 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) To the extent allowed by law, each party to this Interlocal Agreement shall indemnify, save and hold harmless the other party and all of its respective officers, agents and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons brought or recovered against the other party to this Interlocal Agreement by reasons of any act or omission of the responsible party, its respective officers, agents, subcontractors or employees, in the execution of this Interlocal Agreement.

(c) 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 or sovereign immunity of either party beyond the waiver provided for in Section 768.28, *Florida Statutes*.

(d) 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 5. COMPLIANCE WITH LAWS AND REGULATIONS.

In performing under 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 material violation of said laws, statutes, ordinances, rules or regulations, subject to a reasonable opportunity to cure, shall constitute a material breach of this Interlocal Agreement.

SECTION 6. CONSTRUCTION OF INTERLOCAL AGREEMENT.

This Interlocal Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, the COUNTY and the CITY, have contributed substantially and materially to the preparation hereof.

SECTION 7. ALTERNATIVE DISPUTE RESOLUTION.

Any and all disputes arising hereunder shall be attempted to be resolved through a collaborative and mutually acceptable informal process with open discussions and a cooperative effort and the parties shall exercise good faith in all efforts to resolve disputes without litigation. Whenever possible, disputes or disagreements as to the level of service and standards of performance shall be resolved at the lowest comparable levels between the CITY and the COUNTY. Disputes, if they arise, shall be resolved in accordance with any applicable interlocal agreement.

SECTION 8. EQUAL OPPORTUNITY EMPLOYMENT.

Both the CITY and the COUNTY shall assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Interlocal Agreement.

SECTION 9. GOVERNING LAW.

This Interlocal Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties hereto and their employees, agents, vendors, and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Interlocal Agreement.

SECTION 10. INTERPRETATIONS.

In the event any provision of this Interlocal Agreement conflicts with, or appears to conflict with, the other terms of this Interlocal Agreement, it shall be interpreted as a harmonious whole with a good faith effort to resolve any inconsistency. The CITY and the COUNTY agree to engage in positive and constructive communication to ensure that the positive collaboration occurs.

SECTION 11. FORCE MAJEURE.

Notwithstanding any provisions of this Interlocal Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Interlocal Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, act of terrorism, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and which is beyond the control of the parties.

SECTION 12. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 13. ASSIGNMENT/THIRD PARTY BENEFICIARIES.

(a) Neither the COUNTY nor the CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any third person or entity without the prior written consent of the other party.

(b) There are no third party beneficiaries to this Interlocal Agreement.

SECTION 14. TIME.

Time is of the essence with this Interlocal Agreement.

SECTION 15. 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; provided, however, this Interlocal Agreement shall not be deemed to pledge the full faith and credit of either party.

SECTION 16. PUBLIC RECORDS.

The parties shall allow public access to all documents, papers, letters, electronically/digitally stored records or other materials which have been made or received in conjunction with this Interlocal Agreement, subject to exceptions of public records laws as set forth in the *Florida Statutes*, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Interlocal Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Interlocal Agreement and for so long as such records are maintained.

SECTION 17. CONFLICTS OF INTEREST.

The parties agree not to engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Interlocal Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 18. SEVERABILITY.

Should any term of this Interlocal Agreement be held to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

SECTION 19. TERMINATION.

This Interlocal Agreement is intended to be perpetual in duration, but shall expire in the event that the CITY repeals its codes and ordinances relating to.

SECTION 20. HEADINGS.

All sections and descriptive headings in this Interlocal Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

SECTION 21. ENTIRE AGREEMENT.

This Interlocal Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

SECTION 22. COUNTERPARTS.

This Interlocal 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.

IN WITNESS WHEREOF, the parties to this Interlocal Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

ATTEST:

Jan Dougherty
Jan Dougherty, City Clerk

CITY OF SANFORD

Brady Lessard
Brady Lessard, Mayor

Date: July 26, 2004

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

As authorized for execution by the Board of ~~County~~ Commissioners at their July 26, 2004, regular meeting.

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

Daryl McLain, Chairman

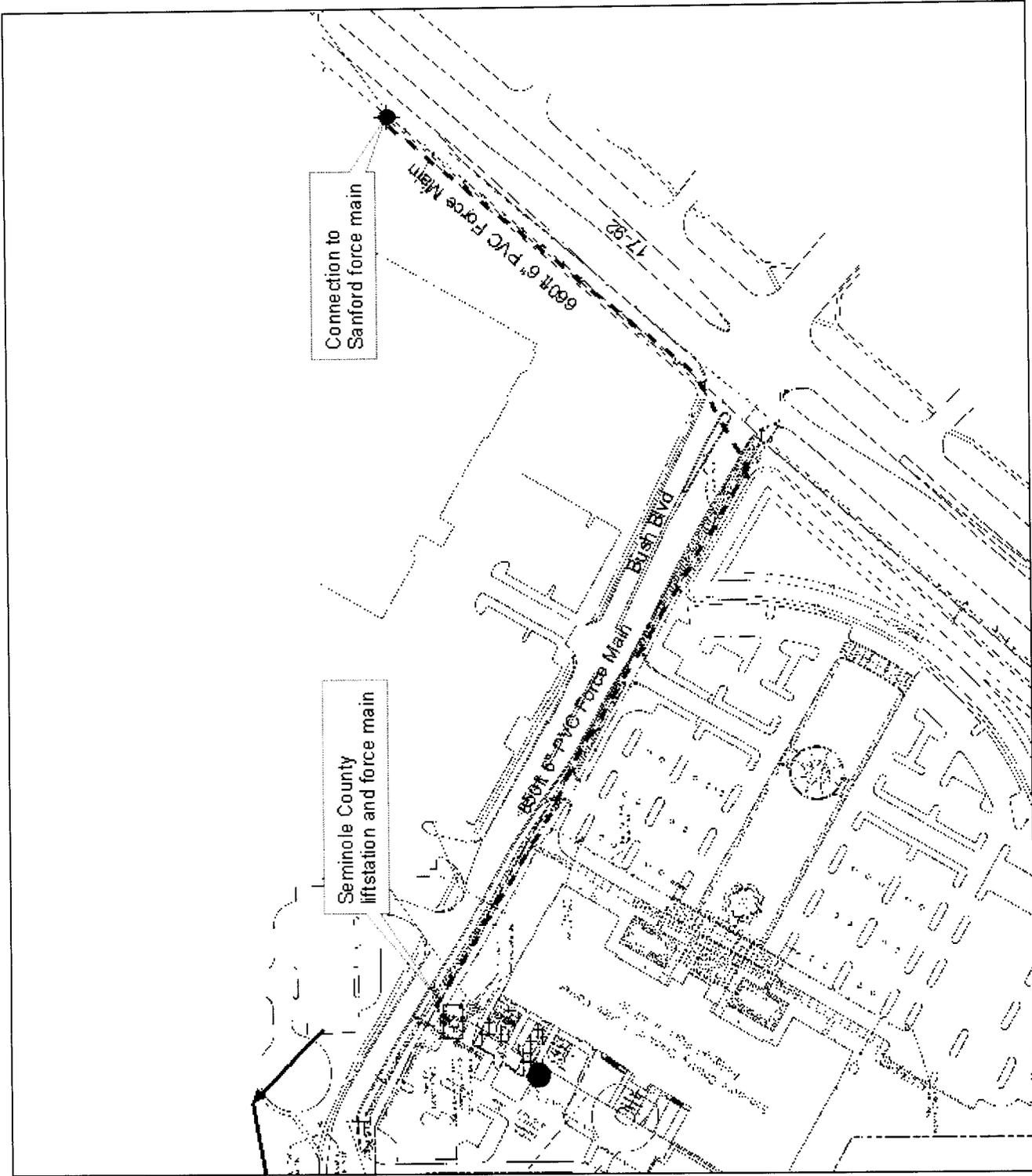
Date _____

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 _____, 2004, regular meeting.

Robert A. McMillan, County Attorney

Attachment "A" - depiction of force main connections.

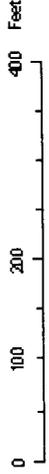


- ▶ Sewer Gate Valve
- LS Liftstation
- SEWER MAINS**
- - - - - FORCED
- GRAVITY
- SERVICE



Connection to Sanford force main

Seminole County liftstation and force main



Attachment A