

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amended Interlocal Agreement between the City of Winter Springs and Seminole County for the Design, Construction and Maintenance of a Section of the Cross Seminole Trail, within the City of Winter Springs and the City's Town Center

**DEPARTMENT:** Public Works      **DIVISION:** Engineering / Special Projects

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

<b>Agenda Date</b> <u>10-22-02</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Amended Interlocal Agreement between the City of Winter Springs and Seminole County relating to the Cross Seminole Trail within the City's Town Center. This agreement is for the design, construction and maintenance of the Trail Corridor and proposed Trailheads. This document amends the original Interlocal Agreement approved by the Board on December 08, 1998 (recorded in Official Record Book 0246, Pages 0759 ~ 1223).

(District 2 - Commissioner Morris)

Attachment: Amended Interlocal Agreement

<b>Reviewed by:</b> <u>SM</u>
<b>Co Atty:</b> _____
<b>DFS:</b> _____
<b>Other:</b> _____
<b>DCM:</b> <u>AM</u>
<b>CM:</b> _____
<b>File No.</b> <u>CPWE02</u>

**AMENDED  
INTERLOCAL AGREEMENT BETWEEN THE CITY OF WINTER SPRINGS AND  
SEMINOLE COUNTY FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF  
A SECTION OF THE CROSS SEMINOLE TRAIL, WITHIN  
THE CITY OF WINTER SPRINGS AND ITS TOWN CENTER**

THIS **INTERLOCAL AGREEMENT**, hereinafter referred to as the "**AGREEMENT**", is made, and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2002 by the 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 the **CITY OF WINTER SPRINGS**, a municipal corporation whose address is 1126 East State Road 434. Winter Springs, Florida 32708, hereinafter referred to as the "**CITY**".

**WHEREAS**, this Trail Section (SECTION) of the Cross Seminole Trail/Florida National Scenic Trail ("CST/FNST") extends from Wade Street to Gardenia Avenue located within the CITY limits, including the Town Center (TOWN CENTER) as defined by the Town Center Zoning District, and portions of unincorporated Seminole County.

**WHEREAS**, the CITY has realigned the FNST/CST to be more beneficial to the community, the local and regional multi-use trail users and the economic development potential and fundamental design of the TOWN CENTER; and

**WHEREAS**, the State Office of Greenways and Trails has certain rules and regulations governing the conditions under which the design, construction, and maintenance of the proposed section of the trail thereby requiring an interlocal agreement between the CITY and the COUNTY related to the design, construction, and maintenance of the trail section; and

**WHEREAS**, the CITY and the COUNTY desire to enter into an interlocal agreement consistent with the rules and regulations of the Office of Greenways and Trails of the Florida Department of Environmental Protection to facilitate design, construction, and maintenance of the trail;

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements and promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties 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. MANAGEMENT.** The Management of this portion of the Cross Seminole Trail shall be in accordance with the Cross Seminole Trail Land Management Plan and Operational Report, prepared by Seminole County, prepared for the Florida Department of Environmental Protection, Office of Greenways and Trails, and Approved

by the Board of Trustees of the Internal Improvement Trust Fund, April 29, 1998 and future amendments.

### **SECTION 3. DEVELOPMENT PARTNERSHIP.**

- (a) In recognition of the long term mutual financial benefits which shall accrue to the CITY and the COUNTY through the development of the Winter Springs TOWN CENTER, the COUNTY will work with the CITY in the coordination and acquisition of sources of funds to design and construct the trail segment, the Central Winds Park and Magnolia Square Trailheads located within the Winter Springs TOWN CENTER. This partnership shall include, but not be limited to, the COUNTY continuing its programmatic efforts pertaining to a system of trails throughout Seminole County and prioritization of such effort, the COUNTY submitting applications for grant resources, the COUNTY participating in joint CITY/COUNTY applications for grant resources, and joint CITY/COUNTY/developer participation from CITY/COUNTY/developer funds, all being consistent with the COUNTY'S and CITY'S budgetary process and the COUNTY'S development and implementation of a Countywide trail system and the appointment of resources relating thereto.

### **SECTION 4. DESIGN AND CONSTRUCTION.**

- (a) The County acknowledges the CITY'S TOWN CENTER and their concern with design parameters. The COUNTY agrees to fund the design and construction of this ~~trail~~ SECTION of the Cross Seminole Trail (paved and unpaved) of which part is within the TOWN CENTER. The CITY shall participate as the COUNTY's

partner in the design for the trail improvements, which shall be designed and constructed in a manner mutually acceptable to the CITY and COUNTY. The CITY shall participate in the design process for the trail improvements. The COUNTY'S Design and Engineering Consultant shall coordinate activities with the CITY and as necessary with the TOWN CENTER Developer's consultants. COUNTY staff will brief the CITY Commission on the trail's recommended design and construction. Design and construction shall be consistent with the Seminole County Cross Seminole Trail Land Management Plan, typical trail design standards, and guidelines. The COUNTY has final decision making authority for all trail design and construction decisions.

- (b) The County shall be reimbursed for the construction costs pertaining to this SECTION'S development as identified in the funding application if and when Metroplan enhancement funds become available.
- (c) The CITY shall be reimbursed for the design and construction costs pertaining to the trailheads within the TOWN CENTER as identified in the funding application if and when Metroplan enhancement funds become available.

#### **SECTION 5. MAINTENANCE.**

- (a) Upon completion of construction of the SECTION, the CITY shall be responsible for all grounds maintenance of the trail corridors and all maintenance of the trailheads within the TOWN CENTER. The grounds maintenance shall include any irrigation and lighting and be consistent with current COUNTY policy relative to

maintenance of trails throughout the COUNTY as depicted in Exhibit "A". The COUNTY will be responsible for the structural integrity of the trail.

- (b) The CITY reserves the right to create a special maintenance assessment district, consistent with State Law, to provide enhanced maintenance over and beyond that established by general COUNTY policy relative to the maintenance of the trails and trailheads.
- (c) Maintenance of the remaining SECTION shall be the responsibility of the COUNTY'S Parks and Recreation Division.

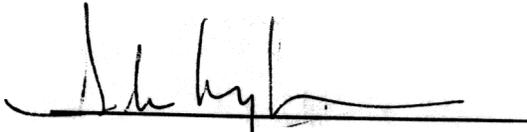
**SECTION 6. STATE ROAD 434 TRAIL OVERPASS.** Design, construction and infrastructure maintenance of the trail overpass over State Road 434 shall be the responsibility of the COUNTY. Funding for the design and construction of this overpass will be based upon funds provided by the Florida Department of Transportation.

**SECTION 7. 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 8. 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.

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

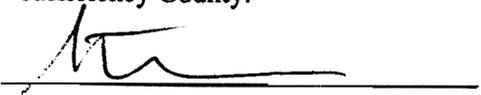
ATTEST:

  
\_\_\_\_\_

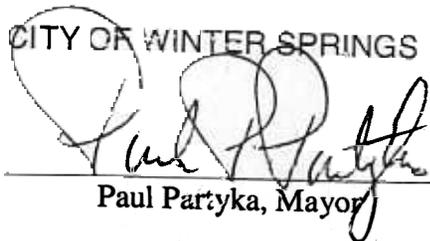
ATTEST:

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

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

  
\_\_\_\_\_

CITY OF WINTER SPRINGS

BY:   
\_\_\_\_\_ Paul Partyka, Mayor

Date: September 23, 2002

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

By: \_\_\_\_\_  
Daryl McLain, Chairman

Date: \_\_\_\_\_

As authorized for execution by the Board of County Commissioners at their \_\_\_\_\_, 2002 regular meeting.

## **Seminole County Parks & Recreation**

### Grounds Maintenance

#### Cross Seminole Trail

Trash pickup	2 times a week minimum
Blowing Paved Areas	2 times a week minimum
Mowing grass	1 time a week Mar - Nov 1 time a month Dec – Feb
Trimming	As needed for safety
Brush Cutting	As needed for safety
Fertilizing	As needed
Weeding planted beds	1 time a month minimum
Watering	As needed
Erosion repair	As needed for safety

Exhibit A