

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement between the City of Winter Springs and Seminole County to facilitate Funding, Design, Construction and Maintenance of Sidewalks on Dyson Drive, Northern Way and Shetland Avenue.

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: W. Gary Johnson, P.E., Director **CONTACT:** Antoine I. Khoury, P.E. EXT. 5651
W. Gary Johnson *ATK*
Jerry McCollum, P.E., County Engineer

Agenda Date 12-12-06 **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 the City of Winter Springs and Seminole County Providing for Funding, Design and Construction of Sidewalks on Dyson Drive, Northern Way and Shetland Avenue (see attached map).

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

BACKGROUND:

Design and construction of approximately 24,000 lineal feet of sidewalk along certain unincorporated and municipal street segments in the Winter Springs vicinity is programmed by Seminole County under the 2001 Sales Tax to allow for safe pedestrian traffic on four roadways (Dyson Drive, South Citrus Road, Shetland Avenue and Northern Way). The Adopted Budget for the current fiscal year allocates \$726,326 towards these improvements (CIP Numbers 206201 and 206206). Funding in future years to complete the projects was anticipated to come from the County Sidewalk Program's annual allocation of approximately \$5,000,000 for new sidewalk construction under the 2001 Sales Tax.

Reviewed by: 11-21-06
Co Atty: [Signature]
DFS: _____
Other: _____
DCM: [Signature]
CM: [Signature]
File No. CPWE01

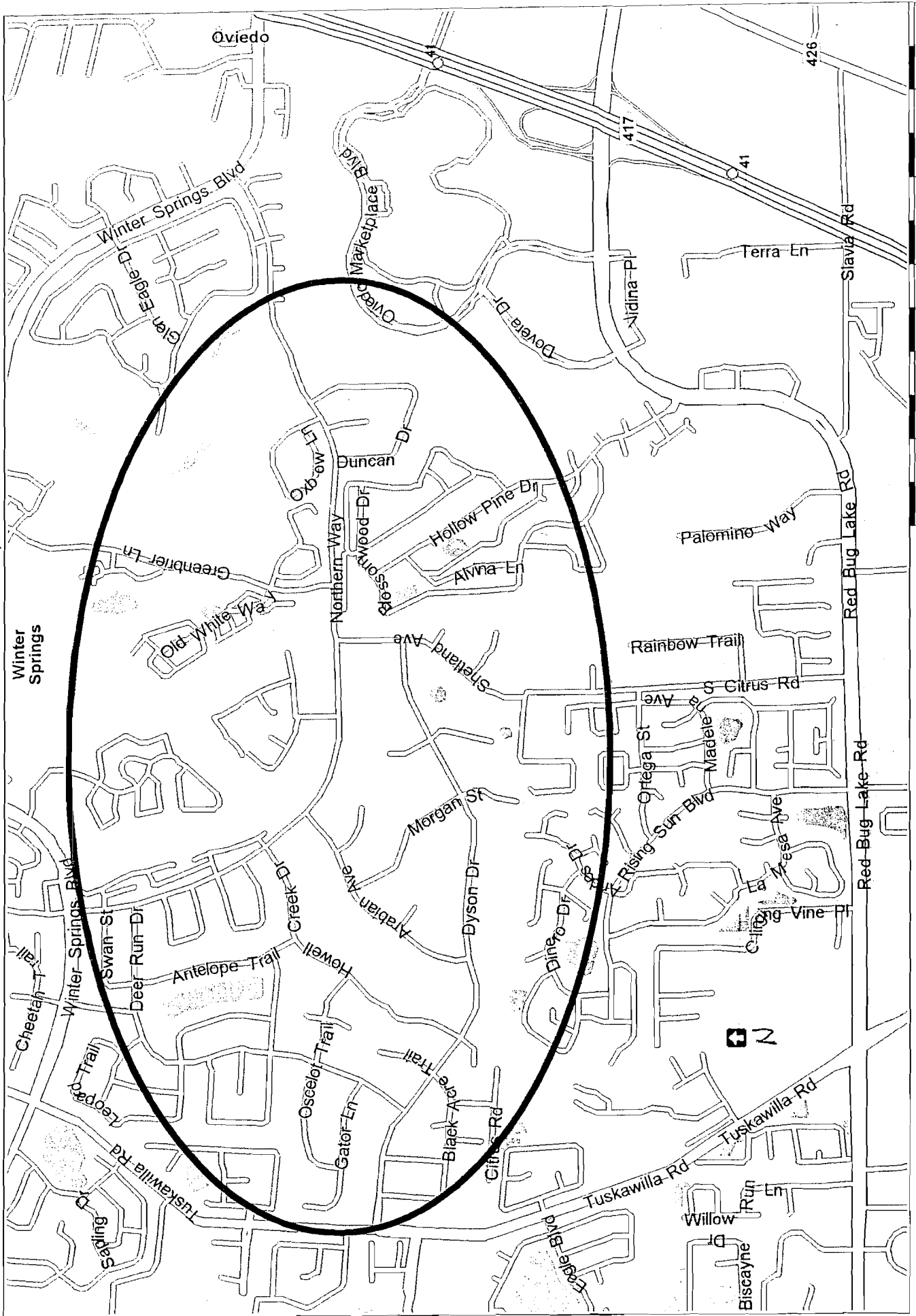
The City of Winter Springs is prepared to take the lead on finalizing the design, construction and maintenance of the approximately 17,550 lineal feet of sidewalk which is needed along the municipal road segments of Dyson Drive, Shetland Avenue and Northern Way. The enclosed Interlocal Agreement will facilitate this implementation, with a maximum County funding obligation of \$1,000,000 towards the City's design and construction of these sections of sidewalk. The City would be responsible for implementing the improvements and for perpetual maintenance upon completion.

To complete key pedestrian connections for the area, approximately 6,450 lineal feet of sidewalks are needed along unincorporated area segments of Dyson Drive and South Citrus Road. Preliminary engineering design and assessment are underway for the Dyson Drive section, and a scope for the South Citrus Road sidewalk engineering services is being prepared for issuance in the spring of 2007.

Overall estimates and schedules are in the process of being reviewed and updated at this time by staff from both the County and the City. Any funding changes appropriate for the current fiscal year can be addressed in conjunction with review of the County's Capital Improvements Program in the spring of 2007. County and City staffs are ready to proceed to the next stage of coordination. Approval of the interlocal agreement is recommended at this time so that the City can undertake implementation activities with the County funding agreement in place.

Attachments: Location Map
Interlocal Agreement

Sidewalk Location Map



INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WINTER SPRINGS AND SEMINOLE COUNTY PROVIDING FOR
THE FUNDING, DESIGN AND CONSTRUCTION OF SIDEWALKS ON DYSON DRIVE,
NORTHERN WAY AND SHETLAND AVENUE

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 WINTER SPRINGS, a Florida municipal corporation, whose address is 1126 East State Road 434, Winter Springs, Florida 32708, hereinafter referred to as the "CITY".

WHEREAS, the COUNTY and the CITY desire that sidewalks be constructed to allow for safe pedestrian traffic on three streets located within the CITY limits: Dyson Drive, Northern Way, and Shetland Avenue; and

WHEREAS, the Sidewalks are a cooperative funding effort between the CITY and the COUNTY. The Sidewalks will consist of a total of approximately 17,550 lineal feet of 5 foot wide paved surface within the city limits of the City of Winter Springs; and

WHEREAS, the Sidewalks will allow for people to have a safe area for pedestrian travel; and

WHEREAS, the COUNTY and the CITY realize the benefit of sidewalks to the community; and

WHEREAS, this Agreement provides a public benefit, furthers a public purpose, serves the public interest and is consistent with the

provisions of *Chapters 125, 163 and 166, Florida Statutes*, and other applicable law.

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

WHEREAS, the parties desire that the CITY shall be responsible for procuring the design and engineering construction plans, for the construction, and thereafter, for the operation and maintenance of the sidewalks; 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 Sidewalks up to a maximum total of ONE MILLION AND NO/100 DOLLARS; (\$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. PROJECT. The project consists of the following three (3) components:

- a) Dyson Drive Sidewalk Project: Approximately 11,000 lineal feet of five (5) foot wide sidewalk, and traffic calming islands, extending from Howell Creek to Shetland Avenue, within the CITY.
- b) Northern Way Sidewalk Project: Approximately 2,800 lineal feet of five (5) foot wide sidewalk, extending from Howell Creek Drive to Shetland Avenue, and approximately 1,250 lineal feet of five (5) foot wide sidewalk along Northern Way at the Fairway Oaks subdivision.

- c) Shetland Avenue Sidewalk Project: Approximately 2500 lineal feet of five (5) foot wide sidewalk, extending from Citrus Road to Northern Way.

SECTION 3. FUNDING. The COUNTY agrees to provide funding to the CITY for design, engineering construction plans, and construction of the Sidewalks, said funding to be dependent upon, and not exceed, the amount of the lowest bid submitted in accord with Section 2, above. The amount of funding as to any, or all, projects may be increased at COUNTY'S sole discretion.

SECTION 4. PLAN PREPARATION. The CITY shall be responsible for managing and directing the preparation of the design and engineering construction plans for each Sidewalk, including the preparation and submittal of the application for all required permits and approvals therefore. CITY must use existing COUNTY consultants for all plan preparation. The CITY will submit the final plans to the COUNTY within fifteen (15) days of completion for further COUNTY review. The COUNTY will have thirty (30) days from the date of receipt of those plans to review the plans 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.

SECTION 5. CONSTRUCTION.

(a) As soon as possible after receipt of each Plan Acceptance Notification, the CITY shall engage a contractor and cause construction of the Sidewalk(s) in accordance with the construction plans and permits. The CITY will utilize CC 1262 or general open bid procedures to select and award the construction contract(s) to the

lowest bidder. Within ten (10) business days of selection of the lowest bidder, the CITY shall submit the bid selected to the COUNTY for payment. The COUNTY shall remit payment for the bid amount to the CITY within thirty (30) days of receipt of the bid selected from the CITY. 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 Sidewalk(s).

(b) The COUNTY shall have the right to reimbursement from the CITY 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 6. OPERATION AND MAINTENANCE. Upon completion of construction of the Sidewalks, the CITY shall be responsible for the day to day operations, all maintenance, and repair of the Sidewalks. All maintenance and repair of the Sidewalks includes both the ground maintenance and the structural integrity in a manner consistent with the CITY'S maintenance of its sidewalks.

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. RECORDS AND AUDITS. The parties shall each maintain in their respective places of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at all reasonable times during the term of this Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with Florida law and generally accepted accounting and auditing principles. Each party shall allow public access to all documents, paper, letter or other materials made or received in conjunction with this project.

SECTION 9. CONFLICT OF INTEREST. The COUNTY and the CITY agree that neither will engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, nor violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

SECTION 10. CONSTRUCTION OF AGREEMENT. This Agreement shall not be constructed more strictly against one party as the draftsman, because both the COUNTY and the CITY have contributed materially to the preparation hereof.

SECTION 11. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or

regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 12. 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
Seminole County Engineering
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773
Email: JMcCollum@seminolecountyfl.gov

As to City of Winter Springs: Brian Fields, City Engineer
1126 East State Rd. 434
Winter Springs, 32708
Email: BFields@winterspringsfl.org

SECTION 13. 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 14. 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 15. 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 Sidewalk 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 Sidewalks. Under no circumstance may any provision or section herein be construed to in any way waive the COUNTY's sovereign immunity under Section 768.28, Florida Statutes.

SECTION 16. TERM. The term of this Agreement shall be for three (3) years from the date of execution, unless extended by the COUNTY.

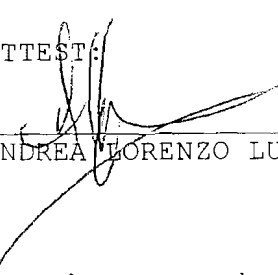
SECTION 17. FILING OF AGREEMENT. It is agreed that this Agreement shall be filed by the CITY with the Clerk of the Circuit Court of Seminole County, Florida, all in accordance with the Interlocal Agreement Act, and that this Agreement shall not become effective until the CITY has so filed the Agreement.

SIGNATURE BLOCK BEGINS ON PAGE 8


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

ATTEST:

CITY OF WINTER SPRINGS



ANDREA LORENZO LUACES, City Clerk

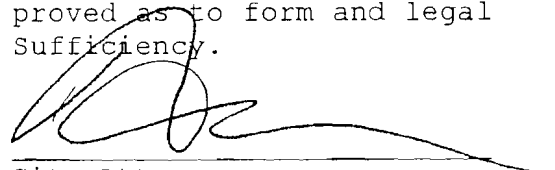
By: 

JOHN H. BUSH, Mayor

Date: August 2, 2006

For the use and reliance of
of Winter Springs only. Ap-
proved as to form and legal
Sufficiency.

As authorized for execution by the City
Commission at its July 24, 2006
regular meeting.



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, 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.



Susan E. Seethank 11-9-06
County Attorney

GT/dre
6/28/06

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