

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Utility Construction Agreement between Seminole County and the City of Altamonte Springs to Construct or Relocate City-Owned Utilities in Conjunction with the Bunnell Road / Eden Park Avenue (a/k/a Eden Park Road) Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: David Nichols

EXT: 5657

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Interlocal Utility Construction Agreement with the City of Altamonte Springs to facilitate the construction of City utilities within County rights-of-way in conjunction with the Bunnell Road / Eden Park Avenue (a/k/a Eden Park Road) Project.

District 3 Dick Van Der Weide

Jerry McCollum

BACKGROUND:

Seminole County is proposing roadway improvements to Bunnell Road and Eden Park Avenue (a/k/a Eden Park Road) (Capital Improvement Project #00006202). This work will require the existing City-owned utilities located within the construction corridors to be adjusted or relocated. The City and the County agree that there are benefits to both agencies for the City's utilities to be relocated by the County's contractor in conjunction with the County's roadway work. The Interlocal Agreement between Seminole County and the City of Altamonte Springs will formalize this arrangement.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute an Interlocal Utility Construction Agreement with the City of Altamonte Springs to facilitate the construction of City utilities within County rights-of-way in conjunction with the Bunnell Road / Eden Park Avenue (a/k/a Eden Park Road) Project.

ATTACHMENTS:

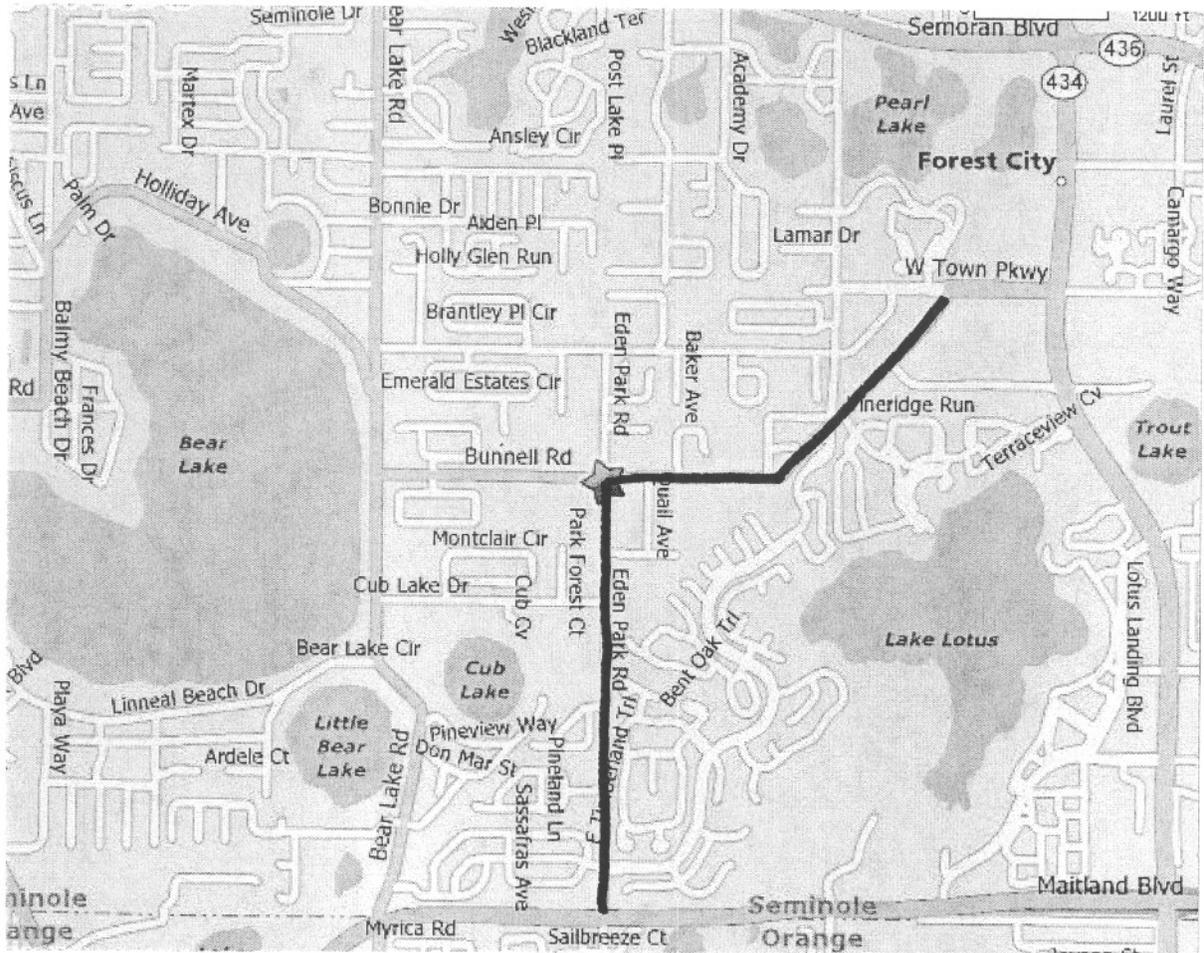
1. Location Map
2. Interlocal Agmt-Altamonte Springs-Bunnell-Eden Park

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Matthew Minter)</p>
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Seminole County/City of Altamonte Springs

Interlocal Utility Construction Agreement

Bunnell Road/Eden Park Avenue



LOCATION MAP

SEMINOLE COUNTY AND CITY OF ALTAMONTE SPRINGS
INTERLOCAL UTILITY CONSTRUCTION AGREEMENT
BUNNELL ROAD/EDEN PARK AVENUE CONSTRUCTION PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2007, 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 "COUNTY," and the CITY OF ALTAMONTE SPRINGS, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, the parties hereto have the common power to construct utility and roadway facilities and to contract for the performance of such work; and



WHEREAS, CITY desires, at its expense, to construct water and sewer utilities, hereinafter referred to as "City Utility Work", within COUNTY's rights-of-way, in conjunction with the County roadway construction project known as the Bunnell Road/Eden Park Avenue Construction Project, hereinafter referred to as "County Project"; and

WHEREAS, CITY has requested that COUNTY include the City Utility Work, as defined in Section 2 hereinbelow, in the County Project in order to meet the needs of CITY and complete the City Utility Work in a manner that is economical and timely for CITY; and

WHEREAS, COUNTY is willing to provide such work pursuant to the terms and conditions of this Agreement; and

WHEREAS, this Agreement is authorized by the provisions of Chapters 125, 163 and 166, Florida Statutes, and other applicable law,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, COUNTY and CITY agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. General. The CITY acknowledges that certain of its water and sewer utility infrastructure components are included within the geographic parameters of the County Project. CITY further acknowledges that, consequently, such components must be relocated as shown on the construction plans  and defined in Section 4 below and referred to throughout this Agreement as the City Utility Work. CITY shall be solely responsible for payment of the costs associated with the City Utility Work tasks as set forth in the City Design Plans, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 3. Rights-of-Way. The parties acknowledge and agree that the County Project and the City Utility Work shall take place within COUNTY rights-of-way. COUNTY shall not be obligated to perform any City Utility Work that requires it to acquire any property interests, including temporary construction easements, over and above those already acquired by COUNTY or CITY. CITY shall be responsible for acquiring and paying for any additional property interests or other

rights that may be necessary to complete the City Utility Work prior to performance of said City Utility Work by COUNTY.

Section 4. Construction Plans.

(a) Inasmuch as the City Utility Work shall occur in an area where COUNTY plans to make grade changes for roadway construction and construct underground stormwater facilities, including pipelines and appurtenant structures, it is in the best interest of CITY and COUNTY to have the City Utility Work and roadway construction performed pursuant to the same construction contract, hereinafter referred to as "County Contract". Accordingly, CITY, through its consultant, HDR Engineering, Inc., (HDR), with a mailing address of 315 East Robinson Street, Suite 400, Orlando, Florida 32801, has prepared the design plans for the City Utility Work, hereinafter referred to as "City Design Plans" and furnished signed and sealed copies of such City Design Plans to COUNTY. The parties hereto agree that HDR prepared the City Design Plans with the intent that all of the City Utility Work shall be performed by COUNTY's contractor, hereinafter referred to as "COUNTY's Contractor". These plans consist of:

1. BUNNELL ROAD UTILITY RELOCATIONS

<u>SHEET NO.</u>	<u>LATEST DATE</u>	<u>DESCRIPTION</u>
AS-1	November, 2004	Cover Sheet
AS-2	November, 2004	Summary of Quantities
AS-3	November, 2004	General Notes
AS-4	November, 2004	Sheet Layout and Construction Phasing
AS-5 to AS-10	November, 2004	Plan/Profile Sheets
AS-11 to AS-14	November, 2004	Standard Details

2. EDEN PARK AVENUE UTILITY RELOCATIONS

<u>SHEET NO.</u>	<u>LATEST DATE</u>	<u>DESCRIPTION</u>
AS-1	March, 2006	Cover Sheet
AS-2	March, 2006	Summary of Quantities
AS-3	March, 2006	General Notes
AS-4 to AS-9	March, 2006	Plan/Profile Sheets
AS-10	March, 2006	Connection Details
AS-11 to AS-14	March, 2006	Standard Details

(b) The CITY acknowledges and agrees that COUNTY review of the City Design Plans may require CITY to make changes to the plans or submit additional information to COUNTY.

(c) No additional work beyond that specified in Subsection 4(a) shall be preformed without notification to and concurrence of CITY; provided, however, that if in the opinion of COUNTY's consulting engineer an emergency exists, the consulting engineer may authorize measures, which in his/her professional opinion, are reasonably necessary to prevent or mitigate any resulting damages. In the event that the COUNTY's consulting engineer authorizes measures without prior review and concurrence of the CITY, the COUNTY shall provide after the fact notice within three (3) days to the CITY.

(d) Additional work required for the City Utility Work beyond that specified in the County Contract may be authorized by change order issued by COUNTY in accordance with the procedure set forth in Subsection 4(c) and paid for in full by CITY. Any reduction of the cost for the City Utility Work made by change order approved by COUNTY will reduce the total amount to be paid by CITY to COUNTY.

Section 5. Utility Specifications. The CITY shall provide COUNTY with the signed and sealed specifications for construction of the City

Utility Work. Such utility specifications shall include copies of issued permits, payment application, submittal requirements, as-built survey and record drawing requirements, testing requirements, requirements for the payment of the two (2) year maintenance bond to be provided by COUNTY's Contractor to CITY and any other information needed by COUNTY or COUNTY's Contractor for construction. CITY acknowledges that COUNTY's review of the specifications may require CITY to make changes to the specifications or submit additional information to COUNTY as set forth in Section 4 hereunder.

Section 6. Permitting. The CITY accepts sole responsibility for obtaining, at CITY expense, all necessary Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT) permits for the City Utility Work. The COUNTY's Contractor shall be responsible for obtaining the COUNTY right-of-way permit for the CITY Utility Work.

Section 7. Bidding and Contract Award. The CITY shall provide COUNTY with a bid schedule containing bid items (item number and description), unit of measure and estimated quantity for all major items of the City Utility Work. The bid schedule shall be in tabular format with spaces provided for COUNTY's bidders to fill in unit prices and total prices for each bid item. CITY agrees that COUNTY review of the bid schedule may require CITY to make changes to the schedule or submit additional information to COUNTY.

(a) All tasks associated with bidding, including, but not limited to, bid advertisement, distribution of bid documents, bid opening, evaluation of bidders and award of the County Contract shall

be conducted by COUNTY. CITY shall provide written answers to questions from COUNTY and respond as needed to questions raised, if any, during the bidding process. Prior to the bid opening, CITY shall not communicate and shall advise HDR not to communicate in any manner with a prospective bidder, plan holder, subcontractor or other person, firm, or entity regarding the plans and specifications. The parties agree that all information regarding the bid documents, including the City Design Plans and specifications, questions, interpretations and explanations regarding same shall be processed through COUNTY.

(b) The COUNTY shall provide CITY with a copy of all bids received so CITY can evaluate all submitted prices for the City Utility Work. CITY understands and agrees that COUNTY shall award the County Contract to the lowest responsive, responsible bidder for the County Project in accordance with COUNTY's Purchasing Code requirements, and acknowledges that the bid containing the lowest bid for COUNTY work may not necessarily include the lowest submitted bid for the City Utility Work.

(c) The COUNTY shall not award the County Contract until FDEP approval. If FDEP approval is not received within sixty (60) days after determination by COUNTY of the apparent responsive low bidder, then the City Utility Work may be deleted from the County Contract and COUNTY's award and contract execution shall proceed without including the City Utility Work. CITY shall be responsible for subsequent additional costs and charges, if any, caused by issuance of a change order to reincorporate the City Utility Work into the awarded County Contract.

(d) Until twenty (20) calendar days after bid opening, CITY may elect to withdraw the City Utility Work from the process by providing written notice to COUNTY. From twenty-one (21) days after bid opening, CITY may not terminate this Agreement without providing thirty (30) days written notice to COUNTY and paying all costs and expenses incurred for the City Utility Work by COUNTY and COUNTY's Contractor up to the date of notification of termination by CITY.

Section 8. Administration of Construction Contract. Any communication with COUNTY's Contractor during construction shall be through COUNTY or COUNTY's designated Construction Engineering and Inspection Professional Engineer, hereinafter referred to as "CEI Consultant". CITY is authorized to consult with the CEI Consultant during the construction period regarding the City Utility Work. Construction layout, construction coordination, including coordination with other utilities and scheduling all work are the sole responsibility of COUNTY, the CEI Consultant and COUNTY's Contractor and not the responsibility of CITY or HDR.

(a) The COUNTY shall ensure that the CEI Consultant shall: (1) schedule and attend the preconstruction meeting, progress meetings and project closeout meetings with COUNTY's Contractor; (2) provide on-site inspection services, engineering services, surveys for as-built drawings and final quantities; (3) provide construction coordination with subcontractors, surveyors, layout personnel and construction quality control testing personnel; and (4) issue instructions to COUNTY's Contractor, coordinate the processing of contract change orders, process payment applications and conduct punch list and final

inspections of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other contract documents.

(b) The CITY and/or HDR shall attend the preconstruction meeting, review and respond to COUNTY, COUNTY's Contractor or CEI Consultant questions or requests for information and review proposed construction changes. CITY shall consult with the CEI Consultant during the construction period. CITY shall not issue directions, interpretations, product approvals or denials, grant time extensions, approve payment of claims, or in any way administer the COUNTY Contract or construction or associated paperwork with the COUNTY's Contractor inasmuch as such actions shall be approved and issued by COUNTY in accordance with applicable provisions of COUNTY's Contract. CITY shall be responsible for  the cost of conflict manholes not included in COUNTY's Contract.

(c) The CITY shall have the opportunity to review and approve all shop drawings, manufacturers' brochures or catalogs, and change orders related to the City Utility Work prior to approval by COUNTY for inclusion in COUNTY's Contract. CITY shall be responsible for payment to COUNTY for costs resulting from approved change orders related to the City Utility Work. COUNTY shall make all reasonable efforts to accommodate CITY's request for change orders relating to the City Utility Work. In the event of a conflict or dispute relating in any way to the City Utility Work, COUNTY shall have final authority.

(d) The CITY shall be solely responsible for coordinating and obtaining all FDEP approvals, processes and notifications required for the City Utility Work. The COUNTY's Contractor shall take the bacteriological samples and submit satisfactory results, along with the required signed and sealed as-builts and/or record drawing information, to the COUNTY's CEI Consultant. The COUNTY's CEI Consultant shall coordinate with the CITY in obtaining the required signatures for FDEP certificates for permit clearances from the CITY and from HDR. The CITY shall coordinate with HDR and work with the COUNTY's CEI Consultant to ensure that permit clearance processing is handled in a timely manner.

Section 9. Inspection During Construction. The CITY and HDR shall have the right at all times to non-intrusively inspect the City Utility Work and any and all records relating to the performance of the City Utility Work, the contract administration and all inspections. CITY and HDR may inspect the City Utility Work and any related construction; however, compliance with the construction documents shall also be evaluated based on geotechnical testing and other reports provided by the CEI Consultant and the coordination of construction activities, including the survey and layout of construction. CITY and HDR shall immediately notify COUNTY and CEI Consultant upon the discovery of any non-compliant records or construction work or other issues of concern. COUNTY shall, upon request, furnish CITY with three (3) copies of all reports requested by CITY. CITY shall ensure that copies of any reports or other

documents issued by CITY inspectors or HDR are provided to COUNTY and the CEI Consultant.

Section 10. Maintenance of Facilities. During construction, the maintenance of installed City Utility Work is the responsibility of the COUNTY's Contractor. It is anticipated that installation and startup of the City Utility Work shall occur prior to completion of the roadway portion of the construction contract. During this period, CITY shall be allowed to operate its facilities; however, protection of the completed facilities and maintenance during construction shall be the continued responsibility of the COUNTY's Contractor until final contract closeout. If, during the course of the work, cessation of utility services occurs, it shall not constitute a breach of this Agreement on the part of either party hereto and neither party shall be liable to the other for damage resulting from such cessation of services. This release of liability shall not be construed to release COUNTY's Contractor awarded the County Contract or any other third party from any liability for any damage from whatever cause whatsoever. Upon completion of the County Contract, acceptance of the City Utility Work by CITY, and final payment by CITY, CITY shall own, control, maintain and be responsible for its facilities in accordance with the terms of any and all utility permit(s).

Section 11. Schedule. Except as to delays covered by the force majeure provisions of COUNTY's Contract, should the City Utility Work be delayed for any reason within the CITY's control, CITY shall be responsible for the cost of any resultant time delays to COUNTY's roadway portion of the work performed by COUNTY's Contractor and/or

CEI Consultant caused by CITY's delay. If resolution of a time delay impact is not promptly reached or if the roadway's completion schedule is materially delayed by the City Utility Work, COUNTY shall immediately notify the CITY and may thereafter timely issue a change order to COUNTY's Contractor deleting the CITY's unfinished utility work from COUNTY's Contract if the CITY cannot resolve the issue within seven (7) business days.

Section 12. Administrative Agent. The COUNTY is designated as the party to administer this Agreement by and through its departments and officers, consultants and independent contractors.

Section 13. Cost Computation, Payment. The CITY shall pay to COUNTY the cost of the City Utility Work consistent with the approved and accepted bid, as documented by invoices from COUNTY's Contractor to COUNTY, plus a portion of the cost of the services of the CEI Consultant calculated as hereafter stated.

(a) It is the intent of the parties that all construction costs for the City Utility Work, excluding the CEI Consultant services, and including regulatory compliance testing, survey layout, preparation of record drawings and closeout submittals and the maintenance bond, be included in the bid price for the City Utility Work. Should COUNTY incur any cost directly related to performance of the City Utility Work, other than the CEI Consultant services, not included in the bid price, those costs shall be pre-approved by CITY, if practicable, and included in the amount payable by CITY upon submission of an invoice supporting the amount thereof.

(b) The CITY's share of the fee paid to the CEI Consultant by COUNTY shall be that portion of the CEI Consultant fee billed to COUNTY that bears the same ratio that the City Utility Work bears to the total County's Contract price for the roadway project, including the City Utility Work. Initially, the percentage to be used shall be based upon the bid as awarded by COUNTY. At the conclusion of the Project, the final percentage shall be calculated based upon the final contract amounts as adjusted by change orders, if any. Any difference between the amount paid using the initial percentage and the amount due using the final calculation shall be paid by CITY or COUNTY, as the case may be, within thirty (30) days after close out of the County Contract. By way of example, if the County Contract, as awarded, totals \$15,000,000.00 (including the cost of the City Utility Work) and the portion of that amount attributable to the City Utility Work is \$3,000,000.00, then the percentage applied to the CEI Consultant billing will be twenty percent (20%) (\$3,000,000.00 divided by \$15,000,000.00). The same method shall be used to calculate the final CEI Consultant fee percentage except the numbers shall reflect the final contract amounts, including all change orders, if any.

(c) On or before the sixty-second (62nd) day after award of the County Contract, CITY shall deposit with COUNTY twelve percent (12%) of the total bid amount for the City Utility Work. Such funds shall be held in a separate account and utilized to pay COUNTY Contractor's invoices related to the City Utility Work and the applicable portion of the CEI Consultant's fee. Should funds remain in the account after the County Contract closeout, such funds shall be credited against any

and all other charges payable by CITY to COUNTY pursuant to this Agreement. COUNTY shall refund any remainder to CITY within thirty (30) days of closeout of the County Contract.

(d) Beginning on the first day of the month following receipt of the first invoice from COUNTY's Contractor, COUNTY shall issue monthly bills to CITY for CITY's portion of payment due for the City Utility Work and the fee paid to the CEI Consultant, calculated as stated above. All late payments shall be assessed non-refundable interest at the statutory rate.

Section 14. Closeout. After final completion and acceptance of COUNTY Contractor's work on the City Utility Work and the County Project, CITY shall be entitled to receive one (1) set of twenty-four inches by thirty-six inches (24"x36") reproducible mylar (3 mil or greater) as-built survey drawings and one (1) electronic set of as-built survey drawings reflecting the City Utility Work, provided CITY has made all payments required by this Agreement.

Section 15. Duties and Level of Services. The COUNTY shall coordinate in good faith with CITY with regard to all services and work performed pursuant to this Agreement. Notwithstanding the above, however, all services and work hereunder shall be performed to the satisfaction of COUNTY or COUNTY's CEI Consultant, which shall decide, as provided herein, all questions, difficulties and disputes of whatever nature which may arise under or by reason of such services and work, the prosecution and fulfillment of the services and work hereunder and the character, quality, amount and value thereof, which decision upon all claims, questions and disputes shall be final and

conclusive with respect to all services and work performed or to be performed.

Section 16. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall have no claim against the other party for pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges whether granted by operation of law or by policy of the non-employing party.

Section 17. Funding/Termination. The CITY, by approving and executing this Agreement, represents and warrants that sufficient funds are available and have been properly budgeted to pay the anticipated costs of the City Utility Work and a portion of the CEI Consultant's fees, all as envisioned by this Agreement. CITY understands and agrees that it is in the best interest of both parties that the City Utility Work be accomplished simultaneously with the County Project. Accordingly, CITY shall not terminate this Agreement, except in the case of a breach of this contract by COUNTY, and in accordance with the provisions of this paragraph. To facilitate performance pursuant to this Agreement, each party agrees to provide full cooperation and assistance to the other. Except for failure to make payment, the circumstances whereby COUNTY may terminate this Agreement and remove the City Utility Work from the County Project are specified throughout this Agreement and are not subject to the provisions of this paragraph. As to any CITY claim of breach by COUNTY and as to a COUNTY claim of non-payment by CITY, the following shall apply:

(a) Notice. The party making the claim shall provide a written statement of the claim, providing as much detail as reasonably possible under the circumstances. The other party shall have ten (10) days to remedy the claim or, if the matter cannot be resolved in that time period, begin resolution thereof and thereafter, complete in a timely manner resolution of the claim.

(b) Settlement Discussions. If the dispute is not resolved as a result of the notice provided above, the CITY Manager and COUNTY Manager shall meet and attempt to reach a satisfactory resolution. If the dispute is not so resolved between the CITY Manager and COUNTY Manager, this Agreement shall be terminated on the seventh (7th) day after said meeting. In all events, CITY shall reimburse COUNTY for all costs and expenses incurred through the date of termination, including the amounts payable to COUNTY's Contractor and the CEI Consultant.

Section 18. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

For COUNTY:

County Manager
Seminole County
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

With a copy to:
Director, Department of Public Works
500 W. Lake Mary Boulevard, Suite 200
Sanford, FL 32773

For CITY:

City Manager
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

With a copy to:
City Engineer
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

Section 19. Liability.

(a) To Third Parties. As to the City Utility Work, CITY shall, to the extent permitted by Florida Law, indemnify and hold COUNTY harmless from and against all liability, loss, costs, damages and claims of any kind arising from personal injuries, including death, or property damage suffered by third parties as a result of the City Utility Work. The term "third parties" is intended to mean all persons, firms or other legal entities except CITY, COUNTY, COUNTY's Contractor, and the CEI Consultant. COUNTY Contractor's contract and CEI Consultant's contract shall include an indemnity in favor of CITY, as well as in favor of COUNTY, for all liability arising from COUNTY Contractor's work or CEI Consultant's work, respectively. Further, the aforementioned contracts shall include a provision stating that CITY is a third party beneficiary of the respective contracts. In addition, to the extent permitted by law, CITY shall indemnify COUNTY, the COUNTY's Contractor and the CEI Consultant from and against any and all claims related to or arising from the failure of CITY to

obtain necessary easements for the location of CITY facilities outside COUNTY's rights-of-way. Nothing herein shall be construed to waive or expand the provisions and requirements of Section 768.28, Florida Statutes.

(b) To COUNTY. The CITY shall indemnify and hold COUNTY harmless from any and all contract claims made by COUNTY's Contractor or the CEI Consultant for damages, extra compensation, profit, overhead expenses for both home office and field operations, or any such cost or expenses related to, or arising from the City Utility Work, it being understood and agreed that COUNTY is including this work in its County Contract in order to save CITY time and money and that COUNTY is essentially acting as CITY's agent with respect to this work. CITY shall be relieved from the obligations imposed by this paragraph on account of any breach of contract by COUNTY related to this Agreement, COUNTY's Contract with its Contractor or its contract with the CEI Consultant; it being the intent of the parties that CITY shall pay the total amount which may be or become payable on account of any claim covered by this paragraph, leaving open the issue of whether CITY is entitled to recover damages from COUNTY on account of the breach of contract. CITY has the right to participate in any settlement discussions with CEI Consultant or COUNTY's Contractor relating to the City Utility Work, so long as CITY pays its share of the costs of litigation, including the judgment. Nothing herein shall be construed to waive or expand the provisions and requirements of Section 768.28, Florida Statutes.

(c) These indemnity obligations include any and all charges, expenses and costs, including, but not limited to, attorney's fees both at trial and on appeal incurred by COUNTY on account of or by reason of any such damages, liability, claims, suits, or losses.

Section 20. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 21. Conflict of Interest. The parties agree that they will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of the obligations of this Agreement.

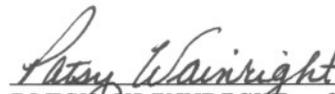
Section 22. Constitutional and Statutory Limitations. The terms and conditions of this Agreement are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of CITY and COUNTY. Specifically, the parties acknowledge that COUNTY and CITY are without authority to grant or pledge a security interest pursuant to this Agreement or any other property either real or personal that is owned by COUNTY or CITY.

Section 23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF ALTAMONTE SPRINGS


PATSY WAINWRIGHT, City Clerk

By: 
RUSSEL HAUCK, Mayor

Date: 8/21/07



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, 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 _____, 20__,
regular meeting.

County Attorney
SED/lpk
3/29/07 6/13/07 6/26/07
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Attachment:
Exhibit "A" - City Design Plans