

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement For Right-of-Way and Median Landscape Maintenance with the City of Casselberry

DEPARTMENT: Leisure Services

DIVISION: Greenways and Natural Lands

AUTHORIZED BY: Joe Abel

CONTACT: Kathryn Clifford

EXT: 2161

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Interlocal Agreement with the City of Casselberry for the City to provide roadway landscape median and right-of-way maintenance for this segment of County Road Seminola Boulevard as described in the agreement.

County-wide

Bryan Nipe

BACKGROUND:

In April 2008 during BCC budget consensus meetings, the Board approved staff recommendation to eliminate County reimbursement to Cities for landscape maintenance of County roads within City jurisdiction. The City of Casselberry desires to maintain the roadway landscape within the right-of-way and medians of County Road Seminola Boulevard between US Highway 17-92 and Lake Drive without County funding.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize Chairman to execute the Interlocal Agreement with the City of Casselberry for the City to provide roadway landscape median and right-of-way maintenance for this segment of County Road Seminola Boulevard as described in the agreement.

ATTACHMENTS:

1. Interlocal Agreement With Casselberry

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Bryan Nipe, Greenways and Natural Lands Manager
Leisure Services

From: Ann Colby, Assistant County Attorney
Ext. 7254

Date: February 5, 2009

Subject: Interlocal Agreement Between Seminole County & the City of Casselberry
Seminola Blvd. from U.S. Highway 17-92 to Lake Drive

RECEIVED
FEB 06 2009
P. 11

Attached is the Interlocal Agreement between Seminole County and the City of Casselberry relating to Landscape and Irrigation Maintenance on Seminola Boulevard from U.S. 17-92 to Lake Drive. After the Agreement is fully executed by all parties, please provide this office with a copy for our records. Please give me a call if you have any questions.

AEC/sjs

Attachment:
Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN SEMINOLE COUNTY AND THE CITY OF CASSELBERRY
RELATING TO LANDSCAPE AND IRRIGATION MAINTENANCE
SEMINOLA BOULEVARD FROM U.S. HIGHWAY 17-92 TO LAKE DRIVE**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2009, 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 CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707 (hereinafter referred to as "CITY").

W I T N E S S E T H

WHEREAS, Seminola Boulevard is a COUNTY road partially located in the CITY limits which is of significant interest and concern to the citizens of CITY and COUNTY; and

WHEREAS, CITY agrees to maintain Seminola Boulevard as a well landscaped, scenic roadway, which will contribute to the general health, safety, and welfare of the residents of CITY and COUNTY.

NOW, THEREFORE, in consideration of the promises, covenants, and commitments contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged as to both parties, the parties agree as follows:

SECTION 1. PURPOSE OF THIS AGREEMENT. The purpose of this Agreement is to provide for road landscape and irrigation maintenance for the medians and grassed/landscaped areas on that segment of Seminola Boulevard running from U.S. Highway 17-92 to Lake Drive. The CITY does not assume any other maintenance responsibilities within the

right-of-way, specifically including the road surface, any sidewalks, and any stormwater and drainage structures.

SECTION 2. TERM. This Interlocal Agreement shall become effective upon approval by the Governing Bodies of COUNTY and CITY, and shall remain in effect until terminated by either party in accordance with Section 5 below.

SECTION 3. CITY'S OBLIGATIONS. Throughout the term of this Agreement, CITY shall:

(a) Be solely responsible for providing all necessary functional and aesthetic maintenance of the landscape irrigation systems within the medians and landscape areas of the roadway segment specified above, including, but not limited to, watering, mowing, fertilizing, litter removal, aesthetic appearance, replacement and sustainable care of plantings and irrigation systems, and the replacement and sustainable care of decorative pavements and concrete located within the medians, all as may be necessary from time to time. CITY shall complete at least one (1) maintenance cycle during each month from November to and including March and two (2) maintenance cycles during each month from April to and including October; and

(b) To the extent allowed by law, indemnify and hold the COUNTY harmless from and against all liability, claims, demands, attorneys fees (both at trial and on appeal), judgments and costs relating to personal injuries, including death, and property damage arising from CITY's acts and omissions in the performance of CITY's obligations under this Agreement.

SECTION 4. COUNTY'S OBLIGATIONS. COUNTY shall continue to maintain the right-of-way in all respects not assumed by CITY pursuant to this Agreement.

SECTION 5. TERMINATION. Either party may terminate this Agreement, with or without cause, upon written notice provided at least ninety (90) days before the date of termination.

SECTION 6. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 7. PUBLIC RECORDS. The parties shall allow public access to all documents, papers, letters, or other materials which have been made or received by the parties in conjunction with this Agreement.

SECTION 8. RECORDS AND AUDITS. The parties shall maintain any and all records, documents, papers, and other evidence pertaining to the work performed under this Agreement. Such records shall be available at reasonable times and places during the term of this Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law, including but not limited to Chapter 119, Florida Statutes, and generally accepted accounting and auditing principles.

SECTION 9. NOTICES

(a) Whenever either party desires to give notice to the other, notice may be sent to:

For COUNTY:

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

With copies to:

Leisure Services Director
845 Lake Markham Road
Sanford, FL 32771

For CITY:

City Manager
95 Triplet Lake Drive
Casselberry, FL 32707

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

SECTION 10. HEADINGS. All sections and description headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation of this Agreement.

SECTION 11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and may not be modified or amended except by written instrument equal in dignity to this Agreement and executed by the parties to be bound by the amendment to the Agreement.

SECTION 12. COUNTERPARTS. This 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 have caused this Agreement to be executed on the day and year written below.

ATTEST:

CITY OF CASSELBERRY

DONNA G. GARDNER, City Clerk

CHARLENE GLANCY, Mayor

Date: _____

Approved as to form and legal sufficiency.

City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at their _____, 20____ regular meeting.

Approved as to form and legal sufficiency.

County Attorney

AEC/sjs
2/5/09

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