

**SEMINOLE COUNTY AND CITY OF SANFORD INTERLOCAL UTILITY
RELOCATION AGREEMENT FOR THE OLD LAKE MARY ROAD
SIDEWALK IMPROVEMENT PROJECT (COUNTY) AND THE OLD LAKE
MARY ROAD RECLAIMED WATER MAIN RELOCATION (CITY)**

THIS INTERLOCAL UTILITY RELOCATION AGREEMENT FOR THE OLD LAKE MARY ROAD SIDEWALK PROJECT (COUNTY) AND THE OLD LAKE MARY ROAD RECLAIMED WATER MAIN RELOCATION (CITY) (the instant "Agreement") is made and entered into 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, in this Agreement referred to as "COUNTY" and **CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771, in this Agreement referred to as "CITY".

WITNESSETH

WHEREAS, the parties 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 relocate utilities (water) in the COUNTY or CITY, rights-of-way, as part of the CITY's construction project known as "Old Lake Mary Road Reclaimed Water Main Relocation" (SC CIP # 01785248) in conjunction with the COUNTY's construction project known as the "Old Lake Mary Road Sidewalk Improvement Project" (CIP # 01785248), in this Agreement referred to as the "COUNTY Project"; and

WHEREAS, CITY has requested that COUNTY include the cost as associated with this relocation and installation work, as defined in Section 2 below, in the COUNTY

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Project in order to meet CITY's needs and complete the work in a manner that is economical and timely for CITY; and

WHEREAS, COUNTY is willing to include such work in COUNTY's Project 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 (2024) and other applicable law,

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement 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.

(a) CITY acknowledges that certain of its existing utility (water) infrastructure components are included within the geographic scope of the COUNTY Project. CITY further acknowledges these components must be removed and new components installed as shown on the CITY's construction plans and defined in Section 4 below, in this Agreement referred to as the "CITY Utility Work."

(b) CITY Utility Work includes, but is not limited to, the relocation of potable water mains, and other related infrastructure work, all as described in the Sanford Utility Work Pay Items, a copy of which is attached to and incorporated in this Agreement as Exhibit A. The work consists of the removal, replacement and relocation of the water main



as described on Exhibit A (in which "LS" means lump sum, "LF" means linear feet and "EA" means each).

(c) COUNTY shall relocate the City's Utilities for CITY. CITY shall reimburse the COUNTY for the costs of construction and Construction Engineering and Inspection Professional Engineer Consultant ("CEI Consultant") services related to the CITY Utility Work. The CEI Consultant services will be based on a percentage of the utility bid costs as set forth in subsection 13 (b) below. The CEI Consultant will be a qualified professional selected pursuant to Section 287.055, Florida Statutes (2024), or pursuant to a COUNTY continuing contract, and CITY will have an opportunity to review and comment on the proposals before COUNTY selects the CEI, but the decision will be made by the COUNTY.

Section 3. Rights-of-Way. COUNTY Project and CITY Utility Work must take place within COUNTY rights-of-way. COUNTY is not obligated to perform any CITY Utility Work that requires COUNTY to acquire any property interests, including temporary construction easements, beyond those already acquired by COUNTY. CITY is 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 COUNTY's performance of the CITY Utility Work.

Section 4. Construction Plans.

(a) Inasmuch as the CITY Utility improvements project will occur in an area where the County intends to construction a sidewalk along the west side of Old Lake Mary Road, extending from Windtree Court to H.E. Thomas Jr. Parkway (W. 25th Street), to enhance pedestrian accessibility within the project area and the scope of the Project also



encompasses drainage enhancements adjacent to the sidewalk and existing roadway, utility improvements, miscellaneous concrete work and milling and resurfacing existing asphalt pavement, it is in the best interest of CITY and COUNTY to have the CITY Utility improvements work performed pursuant to the same construction contract, in this Agreement referred to as "COUNTY Contract". Accordingly, the City of Sanford Water and Sewer Utilities, 300 North Park Ave Sanford, Florida 32810, prepared the construction design plans for the CITY Utility Work, in this Agreement referred to as CITY Construction Design Plans, and furnished signed and sealed copies of the CITY Construction Design Plans to COUNTY. The parties acknowledge that City of Sanford Water and Sewer Utilities prepared the CITY Construction Design Plans with the intent that COUNTY's contractor can perform all CITY Utility Work, in this Agreement referred to as "COUNTY's Contractor". These 100% CITY Construction Design Plans are attached to and incorporated in this Agreement as Exhibit B.

These plans consist of the following:

Old Lake Mary Road Reclaimed Water Main Relocation Plans

SHEET NO.	LATEST DATE	DESCRIPTION
2	9/2024	SUMMARY OF QUANTITIES
3	9/2024	GENERAL NOTES
4	9/2024	PLAN AND PROFILE
5	9/2024	CITY OF SANFORD UTILITY DETAILS
6	9/2024	CITY OF SANFORD UTILITY DETAILS
7	9/2024	CITY OF SANFORD UTILITY DETAILS
8	9/2024	CITY OF SANFORD UTILITY DETAILS



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

(c) CITY will not be financially liable for any additional work beyond that specified in the CITY Construction Design Plans and the specifications in the awarded contract, without advance notification and concurrence of the CITY incorporated in a Change Order. If, in the opinion of COUNTY's consulting engineer, an emergency exists, the consulting engineer may authorize measures, which in his or her professional opinion, are reasonably necessary to prevent or mitigate any resulting damages that might result from the emergency. If the COUNTY's consulting engineer authorizes measures without prior review and concurrence of CITY, COUNTY shall provide after the fact verbal or telephonic notice to CITY as soon as practical, but at least within three (3) days to CITY. Apart from emergencies, CITY will not be financially liable for any additional work beyond that specified in CITY Construction Design Plans and the specifications in the awarded contract without advance notification and written concurrence of CITY. COUNTY shall contact and consult with the CITY regarding the need for conflict structures not included in the CITY Construction Design Plans or County Construction Design Plans, and, if deemed necessary, CITY will be responsible to pay for the cost of conflict structures.

(d) Additional work required for the CITY Utility Work beyond that specified in the COUNTY Contract requested by either COUNTY or CITY may be authorized by change order issued by COUNTY according to the procedure set forth in this 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. Change Orders will be issued by the COUNTY in compliance with County Purchasing Code based on existing contract unit prices or negotiated unit prices.

Section 5. Utility Specifications. CITY shall provide COUNTY with the signed and sealed specifications for construction of the CITY Utility Work. These utility specifications must include copies of issued permits, payment application, submittal requirements, as-built survey and record drawing requirements, testing requirements, 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 above.

Section 6. Permitting. CITY accepts sole responsibility for obtaining, at CITY's expense, all the necessary Florida Department of Environmental Protection (FDEP) permits for the CITY Utility Work. The COUNTY's Contractor is responsible for obtaining COUNTY right-of-way permits, if required, for the CITY Utility Work at no expense to CITY.

Section 7. Bidding and County Contract Award.

(a) 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 must be in tabular format with spaces provided for COUNTY's bidders to fill in unit prices and total prices for each bid item. COUNTY's



review of the bid schedule may require CITY to make reasonable changes to the schedule or submit additional information to COUNTY.

(b) COUNTY shall conduct 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. CITY shall provide written answers to questions from COUNTY pertaining to CITY Utility Work and respond as needed to questions raised, if any, during the bidding process. Prior to the bid opening, CITY shall not communicate and shall require CPH not to communicate in any manner with a prospective bidder, plan holder, subcontractor, or other person, firm or entity regarding the CITY Construction Design Plans and specifications. All information regarding the bid documents, including the CITY Construction Design Plans and specifications, questions, interpretations and explanations regarding them must be processed through COUNTY.

(c) COUNTY shall provide CITY with a copy of all bids received to allow CITY to evaluate all submitted prices for the CITY Utility Work. Before the award, the CITY may decide it does not wish to proceed further with including the CITY Utility Work in the COUNTY Project. If not, CITY shall notify COUNTY and CITY shall pay its costs up to that point in time. After the bids are open, and before CITY's portion of work is awarded, COUNTY shall permit CITY to have the CITY's portion of bid award approved by CITY Commission. CITY understands and agrees that COUNTY will award the COUNTY Contract to the lowest responsive, responsible bidder for the COUNTY Project in accordance with COUNTY's Purchasing Code requirements. CITY also acknowledges that the bid containing the lowest bid for the COUNTY Project may not necessarily include



the lowest submitted bid for the CITY Utility Work. The successful bidder is referred to in this Agreement as the COUNTY Contractor.

(d) Until twenty (20) days after either the execution of this Agreement by CITY or the bid opening by COUNTY, whichever is later, CITY may elect to withdraw the CITY Utility Work from the process by providing written notice to COUNTY. From twenty-one (21) days after either the execution of this Agreement by CITY or the bid opening by COUNTY, whichever is later, CITY shall not terminate this Agreement without providing thirty (30) days written notice to COUNTY and paying all costs and expenses incurred by COUNTY and COUNTY's Contractor for any CITY Utility Work completed at that point, except in the event the COUNTY breaches this Agreement.

Section 8. Administration of County Construction Contract.

(a) Any communication by CITY with COUNTY's contractor during construction must be through COUNTY or COUNTY's 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 are not the responsibility of CITY or CPH.

(b) COUNTY shall ensure that the CEI Consultant performs the following: (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, and final quantities; (3) provide construction quality control (CQC) testing



personnel; and (4) issue recommendations to COUNTY's Contractor, coordinates 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. All costs associated with CQC are the responsibility of COUNTY's Contractor.

(c) CITY shall ensure that it, CPH or both of them attends the preconstruction meeting, reviews and responds to COUNTY, COUNTY's Contractor, or CEI Consultant questions or requests for information and reviews proposed construction changes on behalf of the CITY and pertaining to the City Utility Work. The CITY shall consult with the COUNTY's 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 COUNTY's Contractor since such actions must be approved and issued by COUNTY in accordance with the applicable provisions of COUNTY's Contract.

(d) CITY will 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 is responsible for payment to the 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 to CITY's request for a change order to the CITY Utility Work,



COUNTY, after written notice and consultation with the CITY, has final authority, as long as County's decision complies with County Code, permits, and this Agreement.

(e) CITY is solely responsible for coordinating and obtaining all FDEP approvals, processes and notifications required for the CITY Utility Work. COUNTY's Contractor shall take the bacteriological samples and submit satisfactory results, along with the required signed and sealed as-built or record drawing information, to COUNTY's CEI Consultant. COUNTY's CEI Consultant shall provide CITY with copies of the bacteriological sample reports, as-built survey and record drawing information and other supporting documents and coordinate with the CITY in obtaining the required signatures for FDEP certificates for permit clearances from CITY and CPH. CITY shall coordinate with CPH and work with COUNTY's CEI Consultant to ensure that permit clearance processing is handled in a timely manner.

Section 9. Inspection During Construction. During construction, construction engineering inspection services will be provided by any combination of CITY staff, COUNTY staff, COUNTY's CEI Consultant. CITY and CPH have the right at all times to non-intrusively inspect the CITY Utility Work and related construction and review any and all records relating to the performance of the CITY Utility Work, and the contract administration, and to attend all inspections by the CEI or the COUNTY. CITY and CPH will also evaluate compliance based on geotechnical testing and other reports provided by the CEI Consultant, and CITY and CPH can participate in the coordination of construction activities, including the survey and layout of construction. The CITY Utility Work will be coordinated with CITY. COUNTY and its agents will keep CITY informed of technical, cost and schedule impacts on the CITY Utility Work. CITY and CPH 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 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 CPH for CITY Utility Work 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, as overseen by CITY. COUNTY's Contractor may not operate the utility system in any way, including, but not limited to, transferring old lines to new lines, or connecting new lines to existing utilities, without a CITY representative present. It is anticipated that installation and startup of the CITY Utility Work will occur prior to completion of the roadway portion of the construction contract. During this period, CITY will be the only party permitted to operate its facilities, but protection of the completed facilities and maintenance during construction will be the continued responsibility of COUNTY's Contractor until final contract closeout. COUNTY'S Contractor and CEI Consultant will take all reasonable measures to prevent or minimize cessation of utility service. If, during the course of the work, despite COUNTY's Contractor's and the CEI Consultant's reasonable measures, cessation of utility services occurs, it will not constitute a breach of this Agreement on the part of either party and neither party will be liable to the other for damage resulting from such cessation of services. This release of liability may not be construed as a general release of the COUNTY's Contractor awarded the COUNTY Contract or any other third party from any liability for any damage from whatever cause whatsoever, but is specific to a situation where disruption of service occurs despite COUNTY's Contractor's reasonable



measures. Upon completion of COUNTY Contract, acceptance of the CITY Utility Work by CITY, and final payment by CITY, CITY will own, have sole control, maintain, and be responsible for its utility facilities in accordance with the terms of any and all utility permits.

Section 11. Schedule/Suspension.

(a) Except as to delays covered by the force majeure provisions of COUNTY's Contract, long lead times for materials, or labor shortages and similar delays, if the CITY Utility Work is delayed for any reason within CITY's control, CITY will be responsible for the cost of any resultant time delays to COUNTY's roadway portion of the work performed by COUNTY's Contractor or CEI Consultant caused by CITY's delay. Time is of the essence in performing the obligations under this Agreement and the contracts with the CEI and the COUNTY's Contractor. If CITY breaches this Section 11 of this Agreement for failing to correct the breach after being given thirty days' detailed written notice of the breach, COUNTY may seek all available legal recourse, up to and including issuing a change order to the COUNTY's Contractor deleting the CITY's unfinished utility work from COUNTY's Contract.

(b) In the event COUNTY ceases or suspends the COUNTY project or the City Utility Work for any reason, CITY will reimburse the COUNTY for the CITY Utility Work completed as of the date of suspension. Any remaining unpaid portion of the CITY Utility Work will be performed by CITY and CITY will not have any further obligation to the COUNTY.



Section 12. Administrative Agent. COUNTY shall administer this Agreement by and through its departments and officers, consultants, and independent contractors.

Section 13. Cost Computation, Payment.

(a) 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 stated in this Section 13.

(b) 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, will be included in the bid price for the CITY Utility Work. If COUNTY incurs any cost directly related to performance of the CITY Utility Work, other than the CEI Consultant services not included in the bid price, CITY shall pre-approve those costs, absent an emergency, and included these costs in the amount payable by CITY upon submission of an invoice supporting the amount billed.

(c) CITY shall share with the County the cost of the CEI Consultant and for Maintenance of Traffic and Mobilization. City's share of the cost for these services will be calculated by multiplying the total cost for these services by the percentage resulting from dividing the cost of the CITY Utility Work by COUNTY's total contract price for the COUNTY Project, including the CITY Utility Work. Initially, the percentage to be used will be based upon the bid as awarded by COUNTY. At the conclusion of the COUNTY Project, the final percentage will 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 will 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 \$1,000,000.00 (including the cost of the CITY Utility Work) and the portion of that amount attributable to the CITY Utility Work is \$100,000.00, then the percentage applied to the CEI Consultant billing will be ten percent (10%) (\$100,000.00 divided by \$1,000,000.00). The same method will be used to calculate the final CEI Consultant fee percentage except the numbers will reflect the final contract amounts, including all change orders, if any.

(d) On or before the sixty-second (62nd) day after award of COUNTY Contract, CITY shall deposit with COUNTY the bid amount for the CITY Utility Work and the CITY Percentage for CEI, Mobilization and Maintenance of Traffic. These funds will 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. If funds remain in the account after COUNTY Contract closeout, these funds will 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.

(e) 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 will be assessed non-refundable interest at the statutory rate.



Section 14. Closeout. Each time COUNTY makes a determination of substantial or final completion, punch list walk through, or acceptance of COUNTY Contractor's work on the CITY Utility Work, COUNTY shall consult the CITY and seek CITY's written concurrence. CITY will be entitled to receive as-built survey drawings including one (1) electronic set of as-built survey drawings reflecting the CITY Utility Work, provided CITY has made all payments required by this Agreement. In addition, CITY will receive a one-year warranty for CITY Utility Work. COUNTY shall transfer to the CITY all respective engineer's certificates and Contractor and manufacturer's bonds, indemnities and warranties that relate to the CITY Utility Work.

Section 15. CITY Obligations After Closeout.

(a) CITY will become and remain solely responsible for all functional maintenance and repair of the PVC and HDPE Water Mains ranging in size from 6-inches to 12-inches, service lines, and all appurtenances.

(b) CITY shall maintain, repair and replace, in accordance with COUNTY Standards, all landscaping located in the public rights-of-way disturbed by the utility work adjacent to Oxford Road and Derbyshire Road.

Section 16. COUNTY Obligations After Closeout.

(a) COUNTY will become and remain solely responsible for the roadway, including the sidewalk and stormwater infrastructure.

(b) COUNTY shall maintain, repair and replace the roadway.

Section 17. Duties and Level of Services. COUNTY, COUNTY's Contractor, and the CEI Consultant shall coordinate and consult in good faith with CITY about all



services and work performed pursuant to this Agreement. Notwithstanding the above, all services and work under this Agreement will be performed to the satisfaction of COUNTY or COUNTY's CEI Consultant, which is authorized to decide, after consultation with CITY and in accordance with County Code, permits, and as provided in this Agreement, all questions, difficulties and disputes of whatever nature that may arise under or by reason of such services and work, the prosecution and fulfillment of the services and work under this Agreement, and the character, quality, amount, and value of such work, which decision upon all claims, questions, and disputes will be final and conclusive with respect to all services and work performed or to be performed.

Section 18. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement will have no claim against the other party for pension, worker's 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 19. Funding/Breach/Termination. 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 COUNTY Project. Accordingly, CITY shall not terminate this Agreement, except to withdraw the CITY Utility Work from the process in a timely manner as allowed by Section 7(e) or in the case of a breach of this Agreement by COUNTY or its agents, and in accordance with the provisions of this Section 19. To



facilitate performance pursuant to this Agreement, each party shall 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 COUNTY Project are specified throughout this Agreement and are not subject to the provisions of this Section 19. As to any CITY claim of breach by COUNTY and as to a COUNTY claim of non-payment by CITY, the following apply:

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

(b) Settlement Discussions. If the dispute is not resolved as a result of the notice provided above, the City Manager for CITY and the County Manager for COUNTY shall meet and attempt to reach a satisfactory resolution. If the dispute is not so resolved between City Manager for CITY and the County Manager for COUNTY, either party may seek all remedies available at law or in equity. However, prior to commencement of any suit, they shall first engage in dispute resolution as provided in this Section 19. In all events except breach of this Agreement by COUNTY or its agents, CITY shall reimburse COUNTY for all costs and expenses incurred for the CITY Utility Work through the date of termination, including the amounts payable to COUNTY's Contractor and the CEI Consultant.



Section 20. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY:

Darren Gray
County Manager
Seminole County
Seminole County Services Bldg.
1101 East First Street
Sanford, Florida 32771

For CITY:

Norton N. Bonaparte, Jr.
City Manager
City of Sanford
300 N. Park Avenue
Sanford, Florida 32771

With a copy to:

Jean Jreij, P.E.
Director
Seminole County
Department of Public Works
1001 East 1st Street
Sanford, FL 32771

With a copy to:

Brynt Johnson, P.E.
Director
City of Sanford
Department of Public Works & Utilities
300 N. Park Avenue
Sanford, FL 32771

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

Section 21. Liability/Third Party Beneficiary.

(a) COUNTY recognizes that the CITY is solely providing CITY Construction Design Plans and funding assistance for the COUNTY Project, and is not involved in the construction, operation or maintenance of the COUNTY Project.

(b) To Third Parties. As to the CITY's Construction Design Plans, CITY, to the extent permitted by Florida Law, shall 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's Construction Design Plans for the CITY Utility Work. The term "third parties" is intended to mean all persons, firms, or other legal entities, but not including, COUNTY, COUNTY's Contractor, and the CEI Consultant. COUNTY Contractor's contract and CEI Consultant's contract must include an indemnity in favor of CITY, as well as in favor of COUNTY, in their respective contracts for all liability arising from COUNTY Contractor's work or CEI Consultant's work, respectively. Further, these contractors shall include a provision stating that CITY is an intended third-party beneficiary of their respective contracts. Nothing in this Agreement or in this Subsection may be construed to waive or expand the provisions and requirement of Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time.

(b) To COUNTY. To the extent of the CITY's Construction Design Plans, the CITY shall indemnify and hold COUNTY harmless from any and all properly presented and meritorious 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 expense related to or arising from the CITY's Construction Design Plans, 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. 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, if any. CITY will be relieved from the obligations imposed by this Section 21 on account of any breach of contract by COUNTY or its agents related to this Agreement, COUNTY's



Contract with its Contractor or the contract with the CEI Consultant. CITY shall pay the total amount that may be or become payable on account of any claim covered by this Section 21, less the amount the CITY is entitled to recover in 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 if CITY pays its share the costs of litigation, including the judgment. Nothing in this Agreement or this Subsection may be construed to waive or expand the provisions and requirements of Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. The parties do not assume any liability for the negligent or wrongful acts or omissions of the other party.

(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 22. Entire Agreement. The entire Agreement of the parties is contained in this Agreement and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement as well as any previous agreements presently in effect between the parties relating to the subject matter of this Agreement. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement, except as noted regarding changes to the CITY Construction Design Plans that do not require an amendment to this Agreement, will be valid only when expressed in writing and duly signed by the parties.



Section 23. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2024), as this statute may be amended from time to time, as over (5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 24. 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.

Section 25. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.



Section 26. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity does not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 27. Public Records Law.

(a) CITY and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, to release public records to members of the public upon request. CITY and COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

Section 28. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

[Balance of this page intentionally blank; signatory page continues on page 23.]



IN WITNESS WHEREOF, the parties have made and executed this Agreement
for the purposes expressed above.

ATTEST:

CITY OF SANFORD

Cathy Lotempio
for TRACI HOUNCHIN, City Clerk
Cathy Lotempio, Deputy
City Clerk

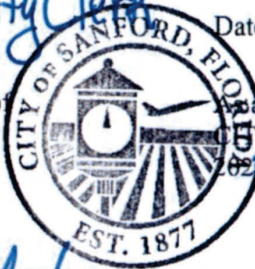
By:

Art Woodruff
ART WOODRUFF, Mayor

Date:

1-13-25

For the use and reliance of
Sanford only.



authorized for execution by the Board of
City Commissioners at its *January, 13,*
2025, regular meeting

Approved as to form and
Legal sufficiency.

[Signature]
Assistant City Attorney, *LONNIE M. GROOT*

[Balance of this page intentionally blank; signatory page continues on page 24.]



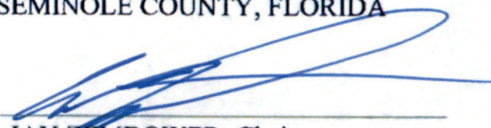
ATTEST:


Deputy Clerk Chariti Guevara for

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:



JAY ZEMBOWER, Chairman

Date:

7/22/2025

For the use and reliance of
Seminole County only.

Approved as to form and
Legal sufficiency.


County Attorney

As authorized for execution by the Board of
COUNTY Commissioners at its 7/22
2025 regular meeting

DGS/sfa

11/22/2024

Attachments

Exhibit A – CITY Utility Work BASE BID - SCHEDULE OF PRICES

Exhibit B – Construction Plans

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Project.docx