

**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE
CITY OF SANFORD RELATING TO CONTRIBUTION OF BOATING
IMPROVEMENT FUNDS TO SUPPORT CONSTRUCTION OF A PUBLIC
RESTROOM AT THE SANFORD MARINA**

THIS AGREEMENT is entered into this ____ day of _____, 20_____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and the **CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 N. Park Avenue, Sanford, Florida 32771, hereinafter referred to as “**CITY**”, in pursuance of a project approved under the Seminole County Boating Improvement Program (“**Program**”).

W I T N E S S E T H:

WHEREAS, Chapter 328, Florida Statutes, subsection 328.72, provides that a portion of the funds received from boat licensing fees be returned to county government to provide recreation channel markings and public launching facilities and other boating related activities; and

WHEREAS, by Seminole County Resolution Number 98-R-244, **COUNTY** established the Seminole County Boating Improvement Program; and

WHEREAS, Seminole County Administrative Code 28.10 provides how these funds should be utilized; and

WHEREAS, Chapter 163, Florida Statutes, Section 163.01, Florida Interlocal Cooperation Act of 1969, subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Chapter 163, Florida Statutes, subsection 163.01(5), provides that a joint exercise of power by such public agencies shall be made by contract in the form of an interlocal agreement; and

WHEREAS, both COUNTY and CITY are “public agencies” within the meaning of Chapter 163, Florida Statutes, Section 163.01; and

WHEREAS, CITY is improving the Sanford Marina by providing construction and installation of a new pre-fabricated concrete public restroom facility at the Sanford Marina, hereinafter referred to as the “Project”, and has requested funds held by COUNTY under the Program; and

WHEREAS, COUNTY is desirous of providing for these boating related improvements for citizens living in Seminole County and finds that the public health, safety and welfare will be served through the construction of the Project by CITY.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied. It is understood and expressly agreed that the policies, procedures, terms and conditions provided under the Program established by Seminole County Resolution Number 98-R-244 are incorporated herein and attached hereto as Exhibit A.

Section 2. Obligations of COUNTY and CITY. CITY agrees to construct the Project in accordance with the plans and specifications prepared by or under the supervision and review of a registered professional architect, engineer or other appropriate professional. The elements of the Project are identified as construction and installation of a new pre-fabricated concrete public restroom facility at the Sanford Marina, to be owned and operated by the CITY and free use of which will be made to the public, as further described in the Boating Improvement Program Application attached herein as Exhibit B.

COUNTY agrees to obligate and make available to CITY the approved Project amount of TWENTY-SEVEN THOUSAND FORTY-FOUR AND NO/100 DOLLARS (\$27,044.00) for the Project authorized by this Agreement, subject to the terms of the Program. It is understood and expressly agreed that said funds shall be used exclusively by CITY for only those boating related projects described in the Project. It is understood and expressly agreed that funding payments made to CITY by COUNTY shall be subject to the policies, procedures, terms and conditions provided under the Project. It is understood and expressly agreed that the policies, procedures, terms and conditions set forth in the Project are made a part of this Agreement. CITY understands that there shall be no reimbursement of funds by COUNTY for any expenditure made prior to the execution of this Agreement.

Section 3. Statement of Work. CITY, in a manner satisfactory to COUNTY, shall perform all work in the Project. Such work shall be performed except as otherwise specifically stated herein by persons or instrumentalities solely under the domain and control of CITY.

Section 4. Term. COUNTY shall reimburse CITY for the work performed or caused to be performed by CITY as part of the Project, subject to the terms of the Project. All such work shall be performed in accordance with applicable requirements of this Agreement and the Program. Reimbursement or payment of funds to CITY shall be contingent thereupon. CITY shall complete all work on or before December 31, 2023, unless this Agreement is otherwise amended or extended by written agreement of the parties. This Agreement shall be effective upon execution by both parties.

Section 5. Consideration and Limitations of Costs/Funds. CITY shall be reimbursed by COUNTY for costs in accordance with the Program and applicable laws, rules and regulations in an amount not to exceed TWENTY-SEVEN THOUSAND FORTY-FOUR AND NO/100 DOLLARS (\$27,044.00) for the work described in the Project.

Section 6. Payments.

(a) Payments to CITY shall be on an invoice basis and limited to the work for the Project. Reimbursement for the Project shall be requested on Project Reimbursement forms.

(b) Upon receipt of the above enumerated documentation, COUNTY shall initiate the payment process. Reimbursement to CITY shall be as soon as practicable in accordance with the terms of the Project. COUNTY's Leisure Services Department Financial Business Administrator, designated as COUNTY's Project Manager for the purpose of this Agreement, shall be responsible for ensuring performance of its terms and conditions and shall approve the payment request prior to the payment. Photographs shall be submitted when appropriate to reflect work accomplished.

(c) All disbursements by CITY must be fully documented to COUNTY so as to be available upon request for inspection or audit in accordance with the provisions of this Agreement, the Project and Florida law, or as otherwise may be reasonably required by COUNTY.

Section 7. Compliance with Local and State Laws. CITY shall comply with applicable State and local laws, regulations and ordinances, which by reference are incorporated as if fully set forth herein, including, but not limited to, the following:

- (a) Chapter 112, Florida Statutes - concerning conflicts of interest; and
- (b) Any and all laws, rules and regulations relating to the matters set forth or implied in this Agreement.

Section 8. Project Publicity. Any news release, project sign or other type of publicity pertaining to the Project as stated herein shall recognize the Seminole County Boating Improvement Program and the Seminole County Board of County Commissioners as the source of funding for the Project.

Section 9. Maintenance of Records.

(a) CITY shall, at a minimum, maintain all records required by Federal, State and local laws, rules, regulations and procedures.

(b) CITY shall maintain such records, accounts, property and personnel records as deemed necessary by Florida law and COUNTY or otherwise typical in sound business practices to assure proper accounting of Project funds and compliance with this Agreement and the Program.

(c) All records and contracts of whatsoever type or nature required by this Agreement and the Program shall be available for audit, inspection and copying at any time during normal business hours and as often as COUNTY or other Federal or State agency may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any Federal, State or local agency. CITY shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law.

Section 10. Liability. Except for reimbursement as specifically set forth herein, COUNTY shall not be liable to any person, firm, entity or corporation who contracts with or who provides goods or services to CITY in connection with the services hereunder, or for debts or claims accruing to such parties against CITY. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, entity or corporation supplying any work, labor, services, goods or materials to CITY as a result of this Agreement.

Section 11. Subcontracts. All contracts made by CITY to perform activities described in the Project shall comply with applicable laws, rules and regulations set forth in this Agreement and the Program. Any additional work or services subcontracted hereunder by CITY shall be specified by written agreement and subject to this Agreement and the Program.

Section 12. Indemnification.

(a) To the extent permitted by law, CITY shall defend, hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason of the loss of any monies paid to CITY or whomsoever resulting out of fraud, defalcation, dishonesty or failure of CITY to comply with applicable laws, rules or regulations; or by reason or as a result of any act or omission of CITY in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder; or by any defect in the construction of the Project; or as may otherwise result in any way or instance whatsoever.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement or any other matter relating to this Agreement, COUNTY shall provide notice in writing thereof to CITY by registered or certified mail addressed to CITY at its address herein provided. Upon receiving notice, CITY, at its own expense, shall diligently defend against the action, suit or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against COUNTY.

Section 13. Insurance. CITY shall carry and maintain in full force and effect throughout the term of this Agreement either liability insurance or a liability self-insurance program to, at a minimum, the limit of liability set forth in Section 768.28, Florida Statutes, as may from time to time be amended.

Section 14. Assignments. Neither party shall assign this Agreement, nor any interest herein, without the prior written consent of the other party.

Section 15. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 16. Termination. This Agreement may be terminated in accordance with the terms and conditions set forth under the Program.

Section 17. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Seminole County Leisure Services Department Director
100 E. 1st St., 4th Floor
Sanford, Florida 32771

For CITY:

Mayor
City of Sanford
300 N. Park Avenue
Sanford, Florida 32771



Section 18. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void; shall be deemed separable from the remaining covenants or provisions of this Agreement; and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

Section 19. Conflict of Interest.

(a) CITY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which

would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) CITY hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of CITY to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CITY hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 20. Entire Agreement: Effect on Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day hereinabove first written.

ATTEST:

CITY OF SANFORD

TRACI HOUCHIN, City Clerk

By: _____
ART WOODRUFF, Mayor

Date: _____

Approved as to form and
Legal sufficiency.

WILLIAM L. COLBERT
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
AMY LOCKHART, 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

GLK

11/21/22

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Attachments:

Exhibit A – Resolution 98-R-244

Exhibit B – Boating Improvement Program Application

