

**INTERLOCAL AGREEMENT  
BETWEEN SEMINOLE COUNTY AND CITY OF CASSELBERRY  
RELATING TO ADMINISTRATION OF COUNTY'S SHARE  
OF FUNDS UNDER THE ONE CENT LOCAL GOVERNMENT INFRASTRUCTURE  
SURTAX FOR SR 436 IMPROVEMENTS PROJECT LOCATED WITHIN CITY**

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY," and the **CITY OF CASSELBERRY**, a Florida Municipal Corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707 in this Agreement referred to as "CITY."

**WITNESSETH:**

**WHEREAS**, in March and April of 2014, COUNTY entered into an Interlocal Agreement with the Seminole County School Board and the seven (7) municipalities within Seminole County, which Interlocal Agreement is entitled the "Interlocal Agreement Among Seminole County, the School Board of Seminole County and the Signatory Municipalities Pertaining to the Shared Distribution and Use of the One Cent Local Government Infrastructure Surtax" (the "2014 Interlocal Agreement"), and relates to the improvements to be funded with local government infrastructure sales surtax proceeds and the distribution of revenues to fund the improvements, as approved by the voters in a referendum conducted on May 20, 2014; and

**WHEREAS**, CITY is a party to the 2014 Interlocal Agreement, and is bound by the terms of the 2014 Interlocal Agreement and by the applicable provisions of state law; and

**WHEREAS**, pursuant to the 2014 Interlocal Agreement, COUNTY's Transportation Improvement Projects, as listed in Exhibit "B" to the 2014 Interlocal Agreement, are to be implemented by COUNTY, which implementation includes any and all phases and aspects of the Projects from planning and design through construction and operation; and

**WHEREAS**, the project known as SR 436 Multimodal Improvements, as shown in Exhibit "B" of the 2014 Interlocal Agreement, (the "SR 436 Improvements" or "Project") is one of COUNTY's Transportation Improvement Projects and is substantially located within the physical territorial limits of CITY; and

**WHEREAS**, CITY is more appropriately situated to administer the SR 436 Improvements due to the physical location of the improvements within the territorial limits of CITY; and

**WHEREAS**, COUNTY's share of the revenues collected from the local government infrastructure sales surtax, including funds for the projects listed on Exhibit "B" to the 2014 Interlocal Agreement, constitute funds of COUNTY; and

**WHEREAS**, COUNTY and CITY desire to cooperate with regard to accomplishing the SR 436 Improvements for the benefit of the citizens of COUNTY and CITY and desire a mechanism to provide funds from the local government infrastructure sales surtax consistent with the terms of the 2014 Interlocal Agreement which are, have been, or will be on deposit with COUNTY, and which have been or will be incrementally transferred to CITY so that CITY can effectively implement the SR 436 Improvements; and

**WHEREAS**, the CITY's portion of the SR 436 Improvements encompassed by this Agreement and the share of revenues for this specific project as set forth in the 2014 Interlocal Agreement consists of the work for the project described on Exhibit "A" attached to this Agreement (the "CITY SR 436 Improvements"); and

**WHEREAS**, this Agreement serves a public purpose and is authorized pursuant to the provisions of Chapters 125, 163, 166, and 212 Florida Statutes (2021), and other applicable law,

**WHEREAS**, Section 212.055(1)(d)(4), Florida Statutes (2021), provides the ability for the CITY and COUNTY to enter into an interlocal agreement pursuant to Chapter 163, Florida Statutes (2021), for the distribution of proceeds from the infrastructure sales surtax; and

**NOW, THEREFORE**, in consideration of the promises, covenants and commitments contained in this Agreement and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by both parties, the parties agree as follows to the implementation, management, and funding of the CITY SR 436 Improvements by the local government infrastructure sales surtax proceeds and the implementation of the CITY SR 436 Improvements by CITY.

**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. Term.** The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties. The term of this Agreement will begin on the Effective Date and remain in effect through contract close out between CITY and all of its contractors relative to CITY SR 436 Improvements, or through the conclusion of disbursement and expenditure of the full COUNTY share of revenues, whichever occurs later.

**Section 3. CITY's Duties.** In addition to all of CITY's other obligations and duties set forth in this Agreement, during the term of this Agreement, subject to available funding, CITY shall perform the following:

(a) Award, enter, administer, and supervise all design, planning, surveying, appraising, environmental auditing and remediation, negotiating, value engineering, right-of-way acquisition, legal activities, condemnation, permitting, construction, landscaping, construction engineering and inspection, access and traffic maintenance, and any and all construction and project related contracts or functions necessary in any way to accomplish the ultimate construction of CITY SR 436 Improvements in accordance with the plans and contract documents.

(b) Utilize any available federal or state funding for the CITY SR 436 Improvements before using infrastructure surtax funds provided by COUNTY under this Agreement, provided the use of such funding does not negatively impact the project schedule.

(c) Schedule project to maximize the leverage of anticipated federal or state funding for the CITY SR 436 Improvements.

(d) Coordinate the CITY SR 436 Improvements with any the State of Florida Department of Transportation project for the same area to avoid any unnecessary demolition or rework.

(e) Review and approve all payment requests submitted for labor, materials, or services used in the implementation of the CITY SR 436 Improvements. Invoices or other appropriate documentation for reimbursement or advances must be submitted to COUNTY's Public Works Department.

(f) Obtain any and all necessary lien waivers or releases in connection with payment requests or disbursements.

(g) Furnish to COUNTY a full and final accounting of all costs, disbursements, and receipts in accordance with generally accepted accounting and auditing principles.

(h) Obtain any and all local, regional, state, and federal permits necessary for the CITY SR 436 Improvements.

(i) Obtain “as built” surveys by a Florida licensed land surveyor for the CITY SR436 Improvements.

(j) Make any and all timely and proper payments of accurate and payable valid invoices received from any and all contractors or subcontractors.

(k) Submit schedules and status reports to COUNTY for the CITY SR 436 Improvements two (2) times per year in such formats as may be mutually agreed upon.

**Section 4. COUNTY’s Duties.** In addition to all of COUNTY’s other obligations and duties set forth in this Agreement, during the term of this Agreement, COUNTY shall perform the following:

(a) Review copies of CITY invoices or payment requests and disbursements records delivered by CITY to COUNTY, and notify CITY within ten (10) business days of any objections to an advance of fund requests or disbursements, exclusive of any review by the Clerk of the Circuit Court for payment.

(b) Subject to the review period, the preliminary costs estimates, and the terms and conditions set forth in this Agreement, advance funds to CITY or reimburse CITY for the actual authorized and payable costs as set forth in CITY’s contractual agreements with respective contractors, consultants, materials vendors, or other contractors for the CITY SR 436 Improvements consistent with the terms of this Agreement through completion of the CITY SR 436 Improvements. Payments of invoices, payment requests, and disbursement records not objected to by COUNTY must be made within thirty (30) calendar days of receipt by COUNTY of the invoice from CITY indicating amounts payable by CITY to consultants, contractors or subcontractors working on the CITY SR 436 Improvements.

(c) Cooperate with CITY in the review of any matters relating to the CITY SR 436 Improvements.

**Section 5. Disbursement of Funds by COUNTY.**

(a) The total financial obligation of COUNTY under this Agreement is reimbursement to CITY for legitimate and documented expenses as expressed in CITY's contractual agreements with respective contractors, consultants, materials vendors, or other contractors for the CITY SR 436 Improvements consistent with the terms of this Agreement, subject to the availability of funds from COUNTY's share of revenues, and as provided in Section 5(d) below. COUNTY shall make payment based on progress made in accordance with the schedule described in Section 6(b) below, including agreed upon advance payments. These funds will be solely and exclusively derived from COUNTY's share of revenues from the infrastructure sales surtax. These funds must be utilized, consistent with Section 212.055, Florida Statutes (2021), as this statute may be amended from time to time, for the purposes of the CITY SR 436 Improvements. The funds may not be used for collateral programs or projects, and not for programs or projects which may be accomplished simultaneously with, in conjunction with, or as a result of the CITY SR 436 Improvements. Intersection improvements to roads intersecting the CITY SR 436 Improvements may be accomplished and will be deemed eligible for funding pursuant to this Agreement. In the event that CITY is entitled to any development commitments for or related to the CITY SR 436 Improvements, CITY shall use such funds for directly related costs for the projects not reimbursed under this Agreement. CITY may advance funds for the CITY SR 436 Improvements prior to the availability of funding as set forth in this Agreement. In such event, invoices or other appropriate contract documents will be reviewed and approved by COUNTY's Public Works Department to

determine whether the reimbursement is consistent with the terms and conditions of this Agreement.

(b) COUNTY and CITY agree to share any savings from the project that is completed at below estimated cost proportionately based on CITY and COUNTY's share of funds contributed to the respective project.

(c) If an audit reveals that any funds distributed pursuant to this Agreement were expended or applied for purposes or services other than as authorized by the 2014 Interlocal Agreement or this Agreement, then CITY shall promptly, from funds other than those distributed pursuant to this Agreement, reimburse COUNTY the amount the audit determined to be improperly spent or applied.

(d) The maximum amount of funds provided by COUNTY to CITY SR 436 Improvements is limited to the authorized COUNTY preliminary cost estimate set forth in Exhibit "A," as such amount may be adjusted from time to time as part of COUNTY's budget process, except that COUNTY's Manager is authorized to shift funds between the CITY SR 436 Improvements as listed on Exhibit "A," at the request of CITY, if surplus funds are available from any such project, and provided the agreed upon scope of services of the affected project does not substantially change.

**Section 6. COUNTY Review of the Project.**

(a) CITY is primarily responsible for the management of the CITY SR 436 Improvements. Subject to available funding, CITY shall determine the typical sections, design standards, right-of-way limits, and all related and similar matters for the Project consistent with State law and the terms of this Agreement. However, the Project must also be consistent with the purposes, terms, and conditions set forth in the 2014 Interlocal Agreement. The parties desire to cooperate in

the successful implementation of the Project. Subject to available funding, CITY shall implement the Project through the use of in-house or contractual services with regard to design, planning, surveying, appraising, environmental auditing and remediation, permitting, value engineering, right-of-way acquisition, legal activities, condemnation, construction, maintenance of access and traffic, landscaping, and construction engineering and inspection as well as any and all related services and activities in any way associated with the Project.

(b) For the CITY SR 436 Improvements, CITY shall initially submit for review and acceptance to COUNTY, pursuant to Section 9 below, a scope of work, schedule and cost estimate. CITY may proceed with the project upon review of the preliminary scope of work, schedule and cost estimate by COUNTY. COUNTY may review these items and submit the COUNTY's review to CITY pursuant to Section 9 below within ten (10) days from receipt by COUNTY. For purpose of this Agreement "scope of services" means the detailed description of the project components.

(c) COUNTY's Board of County Commissioners may be required to approve any significant deviation from the scope of services. Engineering adjustments do not constitute a significant deviation to the scope of services.

**Section 7. Force Majeure.** In the event either party fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other Act of God or force majeure then such party will not be in default under 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 must be available at reasonable times and places during the term of this Agreement and for so long as such records are maintained thereafter. Records must be maintained in accordance with State law, including but not limited to Chapter 119, Florida Statutes (2021), as



this statute may be amended from time to time, and generally accepted accounting and auditing principles. CITY shall provide financial statements usable for fiscal year end purposes annually to COUNTY.

**Section 9. Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person(s) hereinafter designated, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this section:

For COUNTY:

**Public Works Director**  
200 West County Home Road  
Sanford, Florida 32773

With copies to:

**COUNTY Manager**  
Seminole County Services Building  
1101 East 1st Street  
Sanford, Florida 32771

For CITY:

**Public Works Director**  
95 Triplet Lake Drive  
Casselberry, Florida 32707

With copies to:

**CITY Manager**  
95 Triplet Lake Drive  
Casselberry, Florida 32707

**Section 10. Compliance with Laws and Regulations.** In performing under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance required by this Agreement. Any violation of such laws, statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement, and will entitle the non-violating party to terminate this Agreement immediately upon delivery of

written notice of termination to the violating party, provided that a written notice of violation and a reasonable opportunity to cure has been first given.

**Section 11. Insurance Requirements.**

(a) Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

(b) CITY shall require that all contractors employed to perform the CITY SR 436 Improvements responsibilities specified in this Agreement are sufficiently insured and are liable for the payment of reasonable compensation to COUNTY for property damaged or destroyed during the course of this Project. COUNTY has the right to set and modify from time to time the types of coverages and policy limits for this insurance by ninety (90) days written notice to CITY.

**Section 12. Indemnification and Liability.**

(a) COUNTY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold CITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from COUNTY's activities under this Agreement, unless, however, such claim or demand arises out of or results from the negligence of CITY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2021), as this statute may be amended from time to time. It is not contemplated that COUNTY will have any contract employees or agents performing any work pursuant to this Agreement.

(b) CITY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold COUNTY harmless for loss,

damage, or injury to persons or property, arising out of or resulting from CITY's activities under this Agreement, unless, however, such claim or demand arises out of or results from the negligence of COUNTY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by CITY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2021), as this statute may be amended from time to time. To the extent CITY has contract employees or agents performing any work pursuant to this Agreement, CITY shall ensure the contractor has COUNTY added as additional insured to the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(c) The principles of comparative negligence apply to loss, damage or injury as specified in subsections (a) and (b) above where the negligence of both CITY and COUNTY and their respective servants, agents, employees or assigns are involved.

(d) The parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and CITY beyond the waiver provided for in Section 768.28, Florida Statutes (2021), as this statute may be amended from time to time.

(e) Neither party assumes any responsibility or liability for the acts or omissions of the other party. COUNTY does not assume any further maintenance responsibilities as a result of this Agreement. The parties do not intend for this Agreement or the 2014 Interlocal Agreement to provide benefits to or create any rights in third parties.

(f) The waiver of any provision in this Agreement regarding insurance by either party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this Agreement.

**Section 13. Employee Status.** Persons employed by CITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of CITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

**Section 14. Governing Law.** The laws of the State of Florida govern the validity, enforcement and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

**Section 15. Parties Bound.** This Agreement is binding upon and inures to the benefit of CITY and COUNTY, and their successors and assigns.

**Section 16. Conflict of Interest.**

(a) Each party agrees that it 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 which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2021), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2021), as the 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 17. Dispute Resolution.** Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Bar Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. The parties agree that, in the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida which is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

**Section 18. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

**Section 19. 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 will not affect other provisions or applications of this Agreement which can be given

effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

**Section 20. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party.

**Section 21. Public Records Law.**

(a) CITY and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2021), 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 (2021), 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 22. Equal Opportunity Employment.** CITY and COUNTY agree that they shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CITY and COUNTY shall take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision must include, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 23. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

**Section 24. 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.


**Section 25. Availability of Additional Funding.** The parties understand and acknowledge that completion of the CITY SR 436 Improvements as set forth in the 2014 Interlocal Agreement and Exhibit "A" will require additional funding beyond the scope of this Agreement. As such, CITY will complete the Project in prioritized phases to help ensure the highest priority phases are completed first, to the extent that sufficient funding is available.

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

ATTEST:

By:   
DONNA G. GARDNER, City Clerk

CITY OF CASSELBERRY

By:   
DAVID HENSON, Mayor/Commissioner  
Mark Busch, Vice Mayor  
Date: 11-15-21

Approved as to form and legal sufficiency.

  
\_\_\_\_\_  
City Attorney

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY  
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 its \_\_\_\_\_,  
2021, regular meeting.

Approved as to form and  
legal sufficiency.

County Attorney

\_\_\_\_\_

DGS/iv  
10/13/21  
Attachment:

Exhibit "A" – CITY SR 436 Improvements Project Description

T:\Users\Legal Secretary CSB\Public Works\Agreements\2021\Casselberry Interlocal 2014 Sales Surtax County's Share SR436  
from 1792 to Wishire Blvd Roadway Improvements.docx



**EXHIBIT "A"**

Seminole County's Major Project located within the City of Casselberry  
CITY SR 436 Improvements Project Description

Roadway Name	From	To	Preliminary Cost Estimate	Comments
SR 436	S. U.S. Highway 17-92	Seminole-Orange County line	\$4,772,000.00	Improvements related to current project on MetroPlan's Priority List

It is acknowledged that the above Preliminary Cost Estimate is based on the aforementioned 2014 Interlocal Agreement and that the full cost to complete all four phases is anticipated to significantly exceed this amount. Therefore, significant additional federal, state, or a combination of such funding is anticipated to be required, in addition to the funding covered under this Agreement, in order to fully complete the Project.

Further, in light of funding and scheduling constraints, in order to complete the most critical and cost-effective improvements first, for the purpose of this Agreement, the above-described Project will be broken into the following four phases, listed in order from highest to lowest priority:

1. SR 436 CONTEXT SENSITIVE MULTIMODAL IMPROVEMENTS (FROM US 17-92 TO WILSHIRE DR) – PHASE 1 (ACTIVE TRANSPORTATION IMPROVEMENTS)
2. SR 436 CONTEXT SENSITIVE MULTIMODAL IMPROVEMENTS (FROM WILSHIRE DR TO ORANGE/SEMINOLE COUNTY LINE) – PHASE 1 (ACTIVE TRANSPORTATION IMPROVEMENTS)
3. SR 436 CONTEXT SENSITIVE MULTIMODAL IMPROVEMENTS (FROM US 17-92 TO WILSHIRE DR) – PHASE 2 (FINAL COMPLETE STREET IMPROVEMENTS)
4. SR 436 CONTEXT SENSITIVE MULTIMODAL IMPROVEMENTS (FROM WILSHIRE DR TO ORANGE/SEMINOLE COUNTY LINE) – PHASE 2 (FINAL COMPLETE STREET IMPROVEMENTS)