




Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
APR 07 2015 KH/NP

AGENDA ITEM

March 10, 2015

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director 
Community, Environmental, and Development Services
Department

**CONTACT PERSON: Matt Suedmeyer, Parks and Recreation Manager
Community, Environmental, and Development Services
Department
(407) 836-6203**

SUBJECT: April 7, 2015 – Consent Item
Letter of Approval of Continuation – Interlocal Agreement for the
Maintenance of the Cady Way Bike Trail

The Letter of Approval of Continuation regarding the Interlocal Agreement for the maintenance of the Cady Way Bike Trail is attached, also a copy of the previously approved agreement by the Board of County Commissioners on June 26, 2012. The Cady Way Bike Trail transverses the jurisdictions of Orlando, Winter Park, and the unincorporated County area. The Letter authorizes Orange County Parks and Recreation Division to continue to perform inspections and administer the landscape maintenance contract for the Cady Way Bike Trail.

The City of Orlando and the City of Winter Park will continue to pay their proportionate share of funding (administrative fee and maintenance) that corresponds to the percentage of bike trail within their political jurisdictions.

This Letter of Approval of Continuation shall be effective on the date of full execution and shall remain in effect through December 31, 2017. The Mayors of Orlando and the City of Winter Park have executed the Letter.

The Procurement Division has approved the Letter as to form.

**ACTION REQUESTED: Approval of Letter of Approval of Continuation regarding
Interlocal Agreement for the Maintenance of the Cady
Way Bike Trail. Districts 3 and 5**

JVW/NM:ep
Attachments



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUN 26 2012 NP/BS

May 22, 2012

AGENDA ITEM

TO: Mayor Teresa Jacobs
- AND -
Board of County Commissioners

THRU: Melvin Pittman, Director
Community and Environmental Services Department

FROM: Matt Suedmeyer, Manager
Parks and Recreation Division

SUBJECT: **CONSENT AGENDA – June 26, 2012**
Interlocal Agreement Regarding the Maintenance of the Cady Way Bike Trail

The Interlocal Agreement regarding the maintenance of the Cady Way Bike Trail, between the County, the City of Orlando and the City of Winter Park, became effective in 2005, but has since expired. Since that time, County staff has been coordinating with both cities to renew the Agreement. The attached Agreement provides for administrative fees that consist of staff time required to perform the following: site inspections, patrolling for safety and cleanliness, emptying trash cans, and oversight of the landscape maintenance contract.

The County and both cities will be responsible for proportionate shares of funding that corresponds to the percentage of bike trail within each political jurisdiction (i.e. landscape maintenance, utilities and administration fees).

This Interlocal Agreement shall be effective on the date of full execution and shall remain in effect through December 31, 2014. The Interlocal Agreement has been executed by the Mayor of Orlando and the Mayor of Winter Park.

The County Attorney's office has approved the Interlocal Agreement as to form.

Action Requested: Approval of the Interlocal Agreement between Orange County, Florida, the City of Orlando and the City of Winter Park regarding the maintenance of the Cady Way Bike Trail. Districts 3 and 5.

Attachment

c: Ajit Lalchandani, P.E., County Administrator
Chris Testerman, Assistant County Administrator
Kyle Kent, Assistant Manager, Parks and Recreation Division

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

APR 07 2015 KH/MP

Letter of Approval of Continuation

Regarding

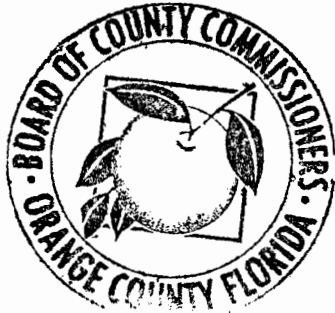
Interlocal Agreement for the Maintenance of the Cady Way Bike Trail

The undersigned parties do hereby approve the renewal of the Interlocal Agreement for the Maintenance of the Cady Way Bike Trail as approved by the Orange County Board of County Commissioner on June 26, 2012.

The renewal of the Agreement shall be for a period of three (3) years as specified in Section 14, Renewal of Agreement, and shall commence on January 1, 2015.

All other terms and conditions of the Agreement shall remain unchanged.

The parties have made and executed this Letter of Approval as of the date of last execution.



ORANGE COUNTY, FLORIDA

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor
Date: 4.7.15


ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Craig A. Stopyra*
foi Deputy Clerk

CITY OF ORLANDO, FLORIDA

By: 
Mayor


Date: 2/25/15

ATTEST:
By: 
Alana C. Brenner, City Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF
ORLANDO, FL ONLY.

2/27, 2015



Ryan Pope, City Attorney

Chf/At

Received by:

MAR 10 2015

Fiscal & Operational Support
Budget, Revenue & Payroll

CITY OF WINTER PARK, FLORIDA

By: Kenneth W. Bradley
Mayor

Date: 11/9/15

ATTEST:

By: Cynthia S. Bonham
Cynthia S. Bonham, City Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF
ORLANDO, FL ONLY.

Jan 12, 2015

Usher L. Brown
Usher L. Brown, City Attorney

Received by:

1/12/2015
Fiscal & Administrative support
Budget, Revenue & Payroll

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUN 26 2012 *NP/BS*

**INTERLOCAL AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA, THE CITY OF ORLANDO
AND THE CITY OF WINTER PARK REGARDING
MAINTENANCE OF THE CADY WAY BIKE TRAIL**

THIS AGREEMENT is made and entered into this ____ day of JUN 26 2012, 2012, by and between ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, whose address is Orange County Administration Center, 201 South Rosalind Avenue, Orlando, FL 32801 ("Orange County"); the CITY OF ORLANDO, a Florida municipal corporation, whose address is Orlando City Hall, 400 South Orange Avenue, Orlando, FL 32801 ("City of Orlando"); and the CITY OF WINTER PARK, a Florida municipal corporation, whose address is Winter Park City Hall, 401 Park Avenue South, Winter Park, FL 32789 ("City of Winter Park"), hereinafter individually called "Party" and collectively called "Parties".

RECITALS

WHEREAS, the Parties have previously entered into a Memorandum of Understanding dated October 5, 1992 (hereinafter "Memorandum of Understanding"), wherein they expressed their desire to construct and maintain the Cady Way Greenway, also known as the Cady Way Bike Trail (hereinafter "Bike Trail"), which would connect Orange County and Seminole County Line (Hall Road) to the Fashion Square Mall (Bennett Road) in Orlando; and

WHEREAS, the Parties agreed in the Memorandum of Understanding that following completion of construction of the Bike Trail, the maintenance of the Bike Trail shall be contracted by Orange County to a private landscape maintenance firm; and

WHEREAS, the Parties subsequently entered into an Interlocal Agreement dated January 10, 1994 ("the 1994 Agreement") in which they agreed that Orange County, through the

Orange County Park and Recreation Division, shall administer said maintenance contract and that the Parties shall fund the maintenance provided pursuant to the maintenance contract; and

WHEREAS, the term of the 1994 and 2005 agreements have expired; and

WHEREAS, the services have continued beyond the expiration date of January 1, 2011 and both parties agree that any outstanding payment(s) will be made within thirty (30) days after this agreement is approved and fully executed by the parties; and

WHEREAS, the Parties wish to continue the cooperative arrangement for maintaining and funding the maintenance of the Bike Trail; and

WHEREAS, the Parties desire to specify the maintenance that shall be provided to the Bike Trail and the terms for collection of funding for such maintenance among the Parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and given to each other, the Parties agree as follows:

Section 1. *Incorporation of Recitals.* The above recitals are true and correct and are incorporated herein by this reference.

Section 2. *Terms of Landscape Maintenance Contract.* Orange County shall, through its competitive bid procurement process, enter into a contract with a private landscape maintenance firm for such firm to maintain the Bike Trail in good appearance and condition at the level of standards for Orange County Parks and Recreation Division. A copy of the awarded landscape maintenance contract will be provided to the City of Orlando and the City of Winter Park. Such contractual maintenance services shall include the following:

- A. Watering, fertilizing and spraying of pesticides upon grass, shrubbery and trees along the Bike Trail;

- B. Mowing of grass along the Bike Trail, including the grass upon slopes descending from the Bike Trail into the bottom of dry ditches;
- C. Trimming of shrubbery and trees along the Bike Trail;
- D. Removal of bottles, cans, paper and any other litter or debris;
- E. Sweeping and blowing cut grass and dirt from walkways and bicycle paths along the Bike Trail; and
- F. Cleaning of water fountains and picnic tables.

For the purpose of this Section, the term “along the Bike Trail” shall mean all areas of the Bike Trail including walk-on entrances from apartments and houses, along with the main walk-on entrances, but shall exclude parking areas.

Section 3. Administrative Fee. Fee consists of staff time required to perform the following tasks:

- A. Site inspections along the Bike Trail by Orange County Parks and Recreation Division Management;
- B. Patrolling along the Bike Trail for safety and cleanliness;
- C. Emptying of trash cans along the Bike Trail; and
- D. Oversight of Landscape Maintenance Contract, vendor compliance and monthly invoicing to the City of Orlando and City of Winter Park.

Section 4. Notice of Landscape Maintenance and Administrative Fee Expenses.
Within forty-five (45) days following entry into a contract for maintenance of the Bike Trail, Orange County shall furnish to the City of Orlando and the City of Winter Park a statement of the cost of maintenance services provided by a private landscape maintenance firm pursuant to the above-described maintenance contract and administrative fees as described in Section 3.

Such statement shall be itemized according to each of the Parties proportionate share of the funding responsibility as provided in Section 5 herein.

Section 5. Payment of Landscape Maintenance Contract Expenses, Utilities and Administrative Fees. The Parties shall apportion payment of expenses for utilities provided to the Bike Trail, expenses incurred for the maintenance of the Bike Trail, and administrative fees provided pursuant to the contract between a private landscape maintenance firm and Orange County, in the following manner:

- ORANGE COUNTY - Fifty percent (50%) of utilities, maintenance expenses and administrative fees.
- CITY OF ORLANDO - Forty-five percent (45%) of utilities, maintenance expenses and administrative fees.
- CITY OF WINTER PARK - Five percent (5%) of utilities, maintenance expenses and administrative fees.

The apportionment of funding for utilities, maintenance expenses and administrative fees of the Bike Trail corresponds to the percentage of the Bike Trail within the Parties' political jurisdiction limits and ownership interests in real property which comprise portions of the Bike Trail. If the political jurisdiction limits or such ownership interests of the Parties are altered in a manner which increases or decreases the percentage of the Bike Trail within the Parties' political jurisdiction limits or described ownership interests, within sixty (60) days following such alteration, the Parties shall execute an amendment to this Agreement to apportion funding of utilities, maintenance and administrative fee by the Parties in accordance with such alteration.

The City of Orlando and the City of Winter Park shall render payment to Orange County as described in this Section within thirty (30) days of receipt of the above-described written statement from Orange County.

Section 6. Repair and Replacement. Upon written notification or knowledge of any defects in the condition of asphalt, trees, drainage ditches and structures along the Bike Trail including, but not limited to, fences, furniture, pavilions, trash receptacles, water fountains and picnic tables, Orange County shall repair the defective condition, if such condition is within the unincorporated limits of Orange County, or shall notify, in writing, either the City of Orlando or the City of Winter Park, according to the political jurisdiction limits in which the defective condition is located. Upon receipt of written notification of a defective condition within either one of the Parties' political jurisdiction limits, the notified party shall repair or replace the defective condition within thirty (30) days, or within a reasonable time if the repair or replacement cannot reasonably be completed within thirty (30) days. For the purposes of this Section, the terms "repair or replacement" shall include replacements, restoration, renewals, alterations, additions and betterments necessary to maintain the good appearance and condition of the Bike Trail. Orange County will coordinate replacement and repairs of all defective items to ensure standardization of items.

Section 7. Liability. The Parties, to the extent allowable by Section 768.28, Florida Statutes, shall indemnify and hold harmless each other, to the extent of each party's proportionate percentage share of funding responsibility set forth in Section 5, from and against any and all liability, claims, damages, expenses, actions and costs of actions (including attorneys' fees and costs, and attorneys' fees and costs on appeal), of any kind or nature, except costs for repair and replacement as set forth in Section 6, for any negligent act or omission

arising out of or in any way connected with the use, occupancy, maintenance or control of the Bike Trail. However, nothing contained herein shall constitute a waiver by any Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 8. Provision and Maintenance of Signs and Pavement Markings. The Parties shall individually provide and maintain the signs and pavement markings along the Bike Trail in accordance with their respective political jurisdiction limits and ownership interests. Signs and pavement markings will comply with the standards and practices set forth in the manual on Uniform Traffic Control Devices (“MUTCD”) Part 9, Traffic Controls for Bicycle Facilities. The repair and replacement of the signage shall occur in accordance with the procedure set forth in Section 6 entitled, Repair and Replacement.

Section 9. Notices. Any notice, statement, request or other communication which the Parties may be required to give each other shall be in writing and shall be mailed or delivered to the other Parties at the address specified below, or to such other address as a Party shall have designated by written notice. If mailed, the communication shall be by certified mail with return receipt requested.

To ORANGE COUNTY: Division Manager
Orange County Parks & Recreation Division
4801 W. Colonial Drive
Orlando, FL 32808

To CITY OF ORLANDO: Director of Public Works
Orlando City Hall
400 S. Orange Avenue, 8th FL
Orlando, FL 32801

To CITY OF WINTER PARK: Parks Director
Winter Park City Hall
Parks & Recreation Department
401 Park Avenue South
Winter Park, FL 32789

Section 10. Default. If any of the Parties fail to perform any of the obligations specified herein, such Party shall remedy such failure within fourteen (14) days of receipt of written notice of non-performance and provide written notice of compliance to the other Parties within five (5) days of compliance with such obligation. If a Party has failed to perform an obligation under this Agreement and has failed to reasonably remedy such non-performance or to provide a notice of compliance, the other Parties shall have the right to remedy the non-performance on such Party's behalf and to assess against such Party the amount of costs incurred for providing performance.

Section 11. Prohibition of Assignment. Assignment, in whole or in part, of this Agreement is prohibited, unless written consent is provided by all Parties.

Section 12. Construction of Improvements. The Parties may individually perform construction of new improvements to the Bike Trail, provided, however, that prior written consent is provided by all Parties. Nonetheless, each Party shall be solely responsible for payment of its expenses incurred in connection with construction of new improvements pursuant to this Section.

Section 13. Term of Agreement. This Agreement shall be effective on the date of full execution by the Parties and shall remain in effect through December 31, 2014.

Section 14. Renewal of Agreement. If the Parties consent in writing to renewal of this Agreement, it shall be renewed for only an additional three (3) year period by an appropriately approved Letter of Approval of Continuation, which shall be attached to this Agreement, and shall include the signatures of the legally authorized representative of the Parties and the dates of execution.

Section 15. Invalidity of Particular Provision. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

Section 16. Binding Effect. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the successors and permitted assigns.

Section 17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, written or oral, pertaining only to the specific matters set forth herein. Furthermore, this Agreement may not be altered or modified except by a written instrument duly executed by the Parties.

ORANGE COUNTY, FLORIDA

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 6.26.12

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Martha O. Haynie*
Deputy Clerk



CITY OF ORLANDO, FLORIDA,

[Signature]
Mayor

Date: 4/12/12

ATTEST:
By: [Signature]
Hanna C. Brenner, City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE
OF THE CITY OF ORLANDO, FL ONLY.

April 23, 2012
[Signature]
Chief Assistant City Attorney
Orlando, Florida

CITY OF WINTER PARK, FLORIDA

Kenneth W. Bradley
Mayor

Date: 2-22-12

ATTEST:

By:

Cynthia Bonham
Cynthia Bonham, City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE
OF THE CITY OF WINTER PARK, FL ONLY.

2/9, 2012

W. L. Brown

W. L. Brown, City Attorney