

TAB 10

Point Paper

JACKSON PARK DRAINAGE PROJECT COP Job No. 03- 369

INTERLOCAL AGREEMENT

ISSUE:

The City has recently completed the construction of a drainage pond within several vacant lots within the Jackson Park area to alleviate flooding. Along with the pond a County sewer main was relocated to avoid conflicts with the stormwater outfall pipe. Manatee County has agreed to reimburse the City the lesser of 50% of the actual total project costs or \$350,000 plus the cost to relocate the County sewer main \$71,000.

BACKGROUND:

The purpose of this project was to design, permit and construct a drainage pond to alleviate potential flooding within the Jackson Park area. Jones Edmunds & Associates, Inc. (JEA) performed the engineering services to design and permit the project. The City completed the land acquisition of the five (5) parcels for the proposed pond location. Westra Construction performed construction services for the pond and the relocation of the County 8 inch sanitary sewer main.

ALTERNATIVES:

1. Do nothing.
2. Authorize the Mayor to execute the Interlocal Agreement (ILA) to receive reimbursement from Manatee County the lesser of 50% of the actual total project costs or \$350,000 plus the cost to relocate the County sewer main \$71,000 for a total reimbursement of \$421,000.

RECOMMENDATION:

Staff recommends Alternative #2; authorize the Mayor to execute the Interlocal Agreement (ILA) to receive reimbursement from Manatee County the lesser of 50% of the actual total project costs or \$350,000 plus the cost to relocate the County sewer main \$71,000 for a total reimbursement of \$421,000.

BUDGET IMPACT:

+421,000 (Approximate reimbursement from the County)

**INTERLOCAL AGREEMENT BETWEEN MANATEE
COUNTY AND THE CITY OF PALMETTO FOR THE
JACKSON PARK DRAINAGE PROJECT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Palmetto, a municipal corporation of the State of Florida (“City”) and Manatee County, a political subdivision of the State of Florida (“County”).

WITNESSETH:

WHEREAS, “Jackson Park” is an area in the unincorporated portion of Manatee County, adjacent to the corporate limits of the City; and

WHEREAS, there have been severe stormwater drainage problems in the area of Jackson Park, causing dangerous conditions and property damage as a result of the area flooding, both in and outside of the City; and

WHEREAS, there are several centrally located parcels in Jackson Park, between 3rd Avenue West and 4th Avenue West, just north of 17th Street West, which are currently vacant (“Project Area”); and

WHEREAS, the City has performed a comprehensive engineering study of the Project Area at a cost of \$48,850; and

WHEREAS, the City has determined that the Project Area is suitable for the construction of a retention pond to help reduce the incidence of flooding in the Jackson Park area (“Project”); and

WHEREAS, the City has obtained the requisite approvals and permits for the from the Southwest Florida Water Management District for construction of a stormwater retention pond in the Project Area; and

WHEREAS, the City has acquired all necessary parcels in the Project Area on which to locate said stormwater retention pond; and

WHEREAS, the City has obtained appraisals of said parcels at a cost of approximately \$10,000; and

WHEREAS, the City estimates that the purchase price of all such parcels will total approximately \$161,000; and

WHEREAS, it is estimated that legal fees for special counsel retained by the City to handle the acquisition of such parcels will total approximately \$50,000; and

WHEREAS, completed construction costs for the Project, excluding permitting and engineering, land acquisition and relocation of the County sewer line, total approximately \$486,000.

WHEREAS, the City and Manatee County seek to work together to address the drainage problems in the Jackson Park area; and

WHEREAS, the City and County have determined that it is reasonable and efficient for both the County and City to assist with the Project; and

WHEREAS, the parties have determined that execution of this Agreement is in the best interest of the public health, safety and welfare of the residents of the City of Palmetto and Manatee County;

NOW, THEREFORE, pursuant to Section 163.01, Florida Statutes, *The Florida Interlocal Cooperation Act of 1969*, in furtherance of the foregoing and in consideration of the following terms and conditions, the City and the County agree as follows:

1. The above "whereas" clauses are accepted herein as findings of fact.
2. City shall be solely responsible for acquisition of necessary property interests, design, and construction of the Project in accordance with the plans attached hereto as Exhibit A.
3. Total project costs are estimated to be \$750,000.00. The County agrees to be responsible for the lesser of 50% of the actual total Project costs or \$350,000. In the event that the total Project cost exceeds \$750,000, the parties shall use best efforts to negotiate a subsequent agreement providing for allocation of costs in excess of \$750,000.
4. The County has authorized the City to relocate certain utility facilities located within the Project Area and shown in Exhibit B. The County shall reimburse the City for the cost of such relocation upon receipt of a separate invoice and documentation of actual expenditures in an amount not to exceed \$71,000. The parties understand and agree that the reimbursed amount is separate and distinct from the County's obligation to pay the lesser of 50% of the total Project cost or \$350,000.
5. The City has accomplished all land acquisition, engineering, permitting, construction and related activities associated with the Project.
6. The City entered into a contract for general construction services associated with construction of the stormwater retention pond in accordance with proper and lawful public procurement procedures, and construction of the Project has been completed.
7. While the City has acquired title to the necessary real property within the Project Area through eminent domain proceedings, the parties acknowledge that just value for all parcels has not yet been determined. Upon a final determination and payment of just value for all parcels within the Project Area, the City shall promptly notify the County of any impact on the total Project cost.
8. The City agrees to provide complete record drawings to the County in the standard format used by the County within 45 days of completion, inspection and successful testing of the Project.
9. All notices under this Agreement shall be directed to the following addresses:

TO CITY:

Chris Lukowiak, Director
City of Palmetto
Public Works Department
600 17TH Street West
Palmetto, Florida 3422

TO COUNTY:

Susan Sandhoff, Interim Deputy Director
Manatee County
Public Works Department
1026 26TH Avenue East
Bradenton, Florida 34208

9. The City shall pay the first \$350,000 towards the total cost of the Project. Thereafter, the County shall, within 45 days of the City's presentation to the County of invoices and documentation of actual expenditures for periodic payments from the Project Contractors, pay to the City any undisputed sums reflected on said invoices.

10. Upon completion, inspection and successful testing of the improvements provided for herein, and following receipt of a letter of certification and all necessary approvals from the Manatee County Environmental Management Department and the Florida Department Environmental Protection, the County shall accept for ownership, perpetual maintenance and operation the real property and improvements located within the Project Area.

11. The term of this Agreement commences upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed and accepted, and final costs are known and paid by the parties pursuant to the terms set forth herein

12. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

WHEREFORE, the parties hereto have executed this Agreement as of the date and year indicated below.

ATTEST: R. B. SHORE
CLERK OF THE CIRCUIT COURT

By: _____

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

Date: _____

ATTEST: JAMES R. FREEMAN
CITY CLERK

By: _____
City Clerk/Deputy Clerk

CITY OF PALMETTO, FLORIDA, BY AND
THROUGH THE CITY COMMISSION
THE CITY OF PALMETTO, FLORIDA

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____

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JACKSON PARK DRAINAGE PROJECT

Exhibits A and B to the Interlocal Agreement Between Manatee County and the City of Palmetto for the Jackson Park Drainage Project are on file in the Public Works Department.