

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amendment No. 1 to Interlocal Landscaping Agreement  
Between Seminole County and City of Longwood for Ronald Reagan Boulevard  
Between State Road 434 and General Hutchinson Parkway

**DEPARTMENT:** PUBLIC WORKS **DIVISION:** ENGINEERING

**AUTHORIZED BY:** W. Gary Johnson, P.E., Director **CONTACT:** Frank Van Pelt, III **EXT.** 5703  
Jerry McCollum, P.E.

**Agenda Date** 02-11-03 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☐ **Public Hearing – 7:00** ☐

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute Amendment No. 1 to Interlocal Landscaping Agreement between Seminole County and City of Longwood for Ronald Reagan Boulevard between State Road 434 and General Hutchinson Parkway.

**BACKGROUND**

On October 1, 2001, the County and City entered into an Interlocal Landscaping Agreement for County Road 427 from State Road 434 to General Hutchinson Parkway that has been renamed Ronald Reagan Boulevard. This Amendment No. 1 extends the September 30, 2002, due date to July 1, 2003 to complete the construction of the roadway landscaping and irrigation and clarifies that the City will perpetually maintain the improvements.

(District 4 - Commissioner Henley)

Attachment: Agreement

Reviewed by:  
Co Atty: 113  
DFS: 2  
Other: 113  
DCM: 113  
CM: 113  
File No. CPWE02

**AMENDMENT NO. 1 TO INTERLOCAL LANDSCAPING AGREEMENT  
BETWEEN SEMINOLE COUNTY AND CITY OF LONGWOOD  
FOR RONALD REAGAN BOULEVARD  
BETWEEN STATE ROAD 434 AND GENERAL HUTCHINSON PARKWAY**

THIS AMENDMENT is effective as of the 30th day of September, 2002, made by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and the CITY OF LONGWOOD, a Florida municipal corporation, whose address is 175 West Warren Avenue, Longwood, Florida 32750, hereinafter referred to as the "CITY."

**WITNESSETH:**

WHEREAS the COUNTY and CITY entered into an Interlocal Landscaping Agreement, dated October 1, 2001 (the "Agreement") for County Road 427 from State Road 434 to General Hutchinson Parkway;

WHEREAS County Road 427 has been renamed Ronald Reagan Boulevard;

WHEREAS the parties wish to extend the September 30, 2002, due date for completion of construction as provided in section 3(d) of the Agreement; and

WHEREAS the parties wish to memorialize the understanding of the parties that the CITY will perpetually maintain the improvements;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree to add the following sections and revisions to the Agreement:

**SECTION 8. RECITALS**

The above recitals are true and correct and form a material part of this Amendment upon which the parties have relied.

## **SECTION 9. COMPLETION OF CONSTRUCTION**

The CITY shall complete the construction of the roadway landscaping and irrigation by July 1, 2003. This provision supersedes section 3(d) of the Agreement.

## **SECTION 10. PERPETUAL MAINTENANCE**

The obligation of the CITY in section 3(e) of the Agreement for maintenance shall be perpetual unless the Agreement, as amended, is terminated by the COUNTY. If safety problems become apparent concerning any of the improvements made under the Agreement or any amendment, the COUNTY may take immediate action to cure the problem at the CITY's expense and thereby protect life and property, rather than await indemnification from the CITY for injury or damage claims under the indemnity in Section 3(c). This provision shall in no way impair CITY's duty of indemnity.

## **SECTION 11. TERM**

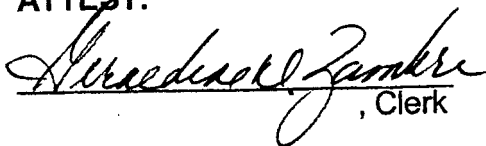
The Agreement became effective October 1, 2001, and continues in effect because it had no termination clause. The Agreement, as amended herein, shall continue in effect perpetually, except that the COUNTY may terminate it upon thirty (30) days' written notice to the CITY at its above-referenced address.

## **SECTION 12. TERMS NOT AMENDED**

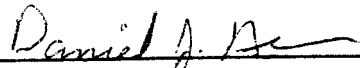
All other matters not changed by this Amendment shall remain in effect as provided by the Agreement.

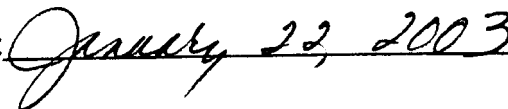
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date hereinabove first shown

**ATTEST:**

  
\_\_\_\_\_, Clerk

**CITY OF LONGWOOD**

By:   
\_\_\_\_\_  
Daniel J. Anderson, Mayor

Date:   
\_\_\_\_\_  
January 22, 2003

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

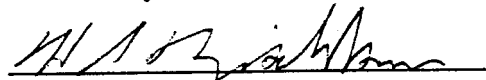
\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_  
2002, regular meeting.

  
\_\_\_\_\_  
County Attorney

HZ/la  
11/21/02

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