

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to Seminole County and City of Winter Springs
Interlocal Agreement for Maintenance of Landscaping, Hardscaping and Street
Lighting (State Road 434 Access Management Program)

DEPARTMENT: Public Works **DIVISION:** Engineering / Special Projects

AUTHORIZED BY: W. Gary Johnson **CONTACT:** Steve Krug **EXT.** 2345
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

Agenda Date <u>06-13-06</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to the Interlocal Agreement between Seminole County and the City of Winter Springs for Maintenance of Landscaping, Hardscaping and Street Lighting in conjunction with the State Road 434 Access Management Program.

District 2 ~ Commissioner Morris (Jerry McCollum, P.E., County Engineer)

BACKGROUND:

The Interlocal Agreement authorized the County to use up to \$320,000 of the City's allocation of Second Generation Sales Tax money, over and above the Florida Department of Transportation LAP funds, to complete the project.

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	_____
Other:	_____
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>CPWE 01</u>

The overall construction project has extended beyond the contract completion date. Due to the additional contract time that will be awarded, the County now needs to incorporate an additional \$106,388.18 into the interlocal agreement and extend the Construction Engineering Inspection services contract. The City Commission had already approved this allocation from a City fund at their February 28, 2005 meeting. The attached amendment will revise Section 6 of the Interlocal Agreement to incorporate these additional City designated funds.

A budget amendment request to recognize and allocate these funds in the County budget through Fiscal Services is being processed concurrently with this agenda item.

Attachment: First Amendment to Interlocal Agreement

**FIRST AMENDMENT TO SEMINOLE COUNTY AND CITY OF WINTER SPRINGS
INTERLOCAL AGREEMENT FOR MAINTENANCE OF LANDSCAPING, HARDSCAPING, AND
STREETLIGHTING (SR 434 ACCESS MANAGEMENT PROGRAM)**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 23rd day of March, 2004, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and the **CITY OF WINTER SPRINGS**, a Florida municipal corporation, whose address is 1126 E. State Road 434, Winter Springs, Florida 32708, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, the CITY and COUNTY entered into the above-referenced Agreement on March 23, 2004 for maintenance of landscaping, hardscaping, and streetlighting for the SR 434 Access Management Program; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 6 of the Agreement is amended to read:

Section 6. Amendment to the 2002 Sales Tax Interlocal; Additional Costs.

(a) The 2002 Sales Tax Interlocal is hereby amended to authorize the COUNTY to use up to THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$320,000.00) of the funds allocated by that Agreement to CITY

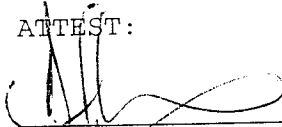
Transportation Improvements to pay for construction of the Project as defined herein.

(b) The CITY agrees to pay to the COUNTY additional costs of the project up to the amount of ONE HUNDRED SIX THOUSAND THREE HUNDRED EIGHTY-EIGHT AND 18/100 DOLLARS (\$106,388.18).

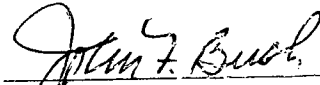
2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

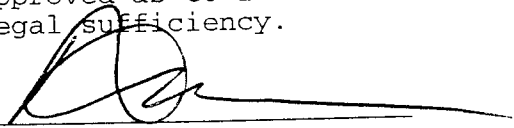

ANDREA LORENZO, LUACES,
City Clerk

CITY OF WINTER SPRINGS

By: 
JOHN F. BUSH
Mayor

Date: 4/27/06

Approved as to form and legal sufficiency.


ANTHONY A. GARGANESE
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

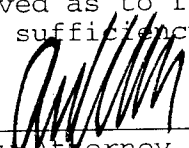
By: _____
CARLTON HENLEY, Chairman

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
AC/lpk
12/1/05
am to interlocal w Winter Springs-434 access management program