

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to Interlocal Agreement with the City of Sanford

DEPARTMENT: Planning and Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Tim Howard **EXT.** 7372

Agenda Date <u>07/13/2004</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 Sanford for drainage improvements to the Cloud Branch Drainage System located in the Goldsboro area of the City of Sanford.

(Daryl McLain – District 5)

BACKGROUND:

On December 10, 2002, the Board executed an Interlocal Agreement with the City of Sanford to provide \$80,000 for surveying, engineering/design, permitting, development of plans, construction documents and the development of construction cost estimates for storm water drainage improvements in Goldsboro.

As part of the services required, the City has submitted drawings to the St. Johns River Water Management District (SJRWMD) for review and permitting but has not received the permit for same. The City made application for permitting to SJRWMD on Dec. 31, 2003 and has provided responses to additional information requested by SJRWMD since that time.

The forthcoming permit has been delayed due to no fault of the City and therefore will require an extension to the now expired Agreement for the County to be able to reimburse the cost of the permit and complete services required. The City approved the first amendment to the Agreement at their regular Commission meeting on May 24, 2004 which extends the agreement to December 31, 2004.

Reviewed by: <u>[Signature]</u> Co Atty: _____ DFS: _____ Other: <u>[Signature]</u> DCM: <u>[Signature]</u> CM: <u>[Signature]</u> File No. <u>cpdc03</u>
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The Board is requested to execute this First Amendment to the attached Interlocal Agreement which will extend its term to December 31, 2004.

FIRST AMENDMENT TO THE
SEMINOLE COUNTY/CITY OF SANFORD
INTERLOCAL AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROGRAM YEAR 2002-2003

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2004, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," for the use and benefit of its Community Development Block Grant (CDBG) Program and the **CITY OF SANFORD**, a Florida municipal corporation, whose mailing address is Post Office Box 1788, Sanford, Florida 32722-1788, hereinafter referred to as "SANFORD".

WHEREAS, COUNTY and SANFORD have heretofore entered into that certain Seminole County/City of Sanford Interlocal Agreement Community Development Block Grant Program for Program Year 2002-2003, dated December 12, 2003 (the "Agreement") wherein COUNTY agreed to reimburse SANFORD for the costs of design, planning, permitting and construction documents relative to the drainage improvement program known as the Cloud Branch Outfall System up to an amount equal to EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00), which amount is comprised of CDBG funds obtained by COUNTY under agreement with the United States Department of Housing and Urban Development pursuant to Title 24 CFR part 570; and

WHEREAS, the Agreement provided for performance of all services by SANFORD and a termination date of March 31, 2004; and

WHEREAS, both parties agree that it is necessary and desirable to provide for an extension of the term of the Agreement and the time allowed for performance by both parties of their responsibilities under that instrument; and

WHEREAS, a *nunc pro tunc* extension of the term of the Agreement to December 31, 2004 requires a formal amendment to that instrument in the form of this First Amendment:

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this First Amendment upon which the parties have relied.

Section 2. Definitions. All capitalized words and terms herein, except as otherwise defined herein shall have the same definition and meaning ascribed to them in the Agreement.

Section 3. Extension of the Term of the Agreement. Section 4 of the Agreement is hereby amended to read as follows:

"Section 4. Term. The COUNTY shall reimburse SANFORD for the services described herein performed by SANFORD up to the limits set forth in Section 5. All such services shall be performed by SANFORD in accordance with applicable requirements of HUD with reimbursement contingent thereupon. SANFORD shall perform all services described in this Agreement on or before ~~March 31, 2004~~ December 31, 2004, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. The Agreement shall be effective upon execution by both parties. Any requirements set forth in Sections 6, 13, 14, 18 and 22 hereunder shall survive the term of the Agreement as a whole."

Section 5. Retrocative Application of This First Amendment.

This First Amendment to the Agreement shall be deemed effective nunc pro tunc as of March 31, 2004.

Section 6. Other Provisions of Agreement Remain Unchanged.

All other provisions of the Agreement and the several Exhibits thereto not expressly amended by this First Amendment shall remain in full force and effect and binding upon both parties.

Section 7. Severability. If any one or more of the covenants or provisions of this First Amendment shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid then such covenants or provisions shall be null and void; shall be deemed separable from the remaining covenants or provisions hereof; and shall in no way affect the validity of the remaining covenants or provisions of this Amendment or the Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the date hereinabove first written.

ATTEST:

Cynthia Porter
~~JANET DOUGHERTY~~ Cynthia Porter
City Clerk

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CITY OF SANFORD, FLORIDA

By: 
BRADY LESSARD, Mayor

Date: June 1, 2004

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.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

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