

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Letter of Understanding from the School Board of Seminole County for
Eastbrook Elementary District - 1

DEPARTMENT: Public Works **DIVISION:** Traffic Engineering

AUTHORIZED BY: *Pamela Shastings* **CONTACT:** Melanie C. Barrington ^{MCB} EXT. 5676
W. Gary Johnson, P.E.

Agenda Date <u>11/26/02</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:

Authorize Chairman to execute the Letter of Understanding from the School Board of Seminole County to the Board of County Commissioners of Seminole County for Eastbrook Elementary.

BACKGROUND:

The Seminole County School Board wishes to complete renovations at Eastbrook Elementary School, including turn lanes on Tangerine Ave. Seminole County Government currently has funds available for school circulation projects, through the one-cent sales tax. Since the improvements proposed within County right-of-way qualify for use of these funds, the School Board wishes to complete the site renovations, as well as turn lanes on Tangerine Ave., and be reimbursed for the right-of-way improvements through the one-cent sales tax. Per agreement, the dollar amount payable to the School Board shall not exceed \$60,000.00. The School Board has received site plan approval through DRC, and will have an inspector assigned to verify construction of the turn lanes on Tangerine Ave. is in compliance with the Seminole County Land Development Code.

Reviewed by:	<u><i>MS</i></u>
Co Atty:	<u><i>MS</i></u>
DFS:	<u> </u>
Other:	<u> </u>
DCM:	<u><i>MS</i></u>
CM:	<u><i>MS</i></u>
File No. <u>CPWTE01</u>	

**LETTER OF UNDERSTANDING
FROM THE SCHOOL BOARD OF SEMINOLE COUNTY
TO THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY**

The School Board of Seminole County ("School Board") wishes to complete the construction of certain improvements on the site of the Eastbrook Elementary School (the "on-site improvements") and outside of the boundaries of said school in and about Tangerine Avenue on lands owned by Seminole County (the "off-site improvements," included in Exhibit A). For the benefit of both parties, the School Board asks Seminole County to commit to reimbursing the School Board's qualifying expenditures for the said off-site improvements from the fund designated for "School Related Traffic Circulation Improvements" collected as the County's share of the "One Cent" sales tax (the "Fund").

The School Board proposes to hire the contractors, pay their invoices, and then submit its invoices to Seminole County for reimbursement of expenditures that qualify for payment from the Fund. The School Board will implement the construction plans, relating to off-site traffic circulation improvements as set forth in Exhibit A, as they have been approved by Seminole County prior to the date of this letter ("LOU"). The School Board has provided its contractors' firm quote(s). To document the School Board's expenditures and that they qualify for reimbursement from the Fund, the School Board will provide "as-builts" and the contractors' invoices as paid

Seminole County, by its Traffic Engineering Division staff who are administering the Fund and this LOU, has the right to inspect the work and shall determine from the invoices and documentation within sixty (60) days of their receipt whether such expenditures qualify for reimbursement from the Fund and then forthwith pay the School Board the qualifying amounts contained in such invoices and provide written notice why any amounts do not qualify for reimbursement.

Any dispute shall first be submitted to non-binding mediation before a mediator acceptable to both parties, and then litigation shall only be had in the Circuit or County Court in and for Seminole County. In no event shall Seminole County's liability under this LOU exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00), whether

sounding in tort or contract. The County, however, shall not expand the scope of the project as currently approved and bid so as to increase the cost above \$60,000.00 without agreement by the School Board. The School Board expressly assumes responsibility for invoiced amounts, if any, in excess of \$60,000.00; those amounts under \$60,000.00 that do not qualify for reimbursement; and any liability Seminole County incurs for tort, trespass or inverse condemnation caused by School Board's referenced activities, construction or contractors, to the extent permitted by law.

This LOU will be effective upon your acceptance.

Sincerely yours,

ATTEST:

THE SCHOOL BOARD OF
SEMINOLE COUNTY, FLORIDA

By: Paul J. Hagerty
Paul J. Hagerty
Superintendent

Sandra Robinson 10/22/02
Sandra Robinson Date
Chairman

ACCEPTED BY:

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: _____

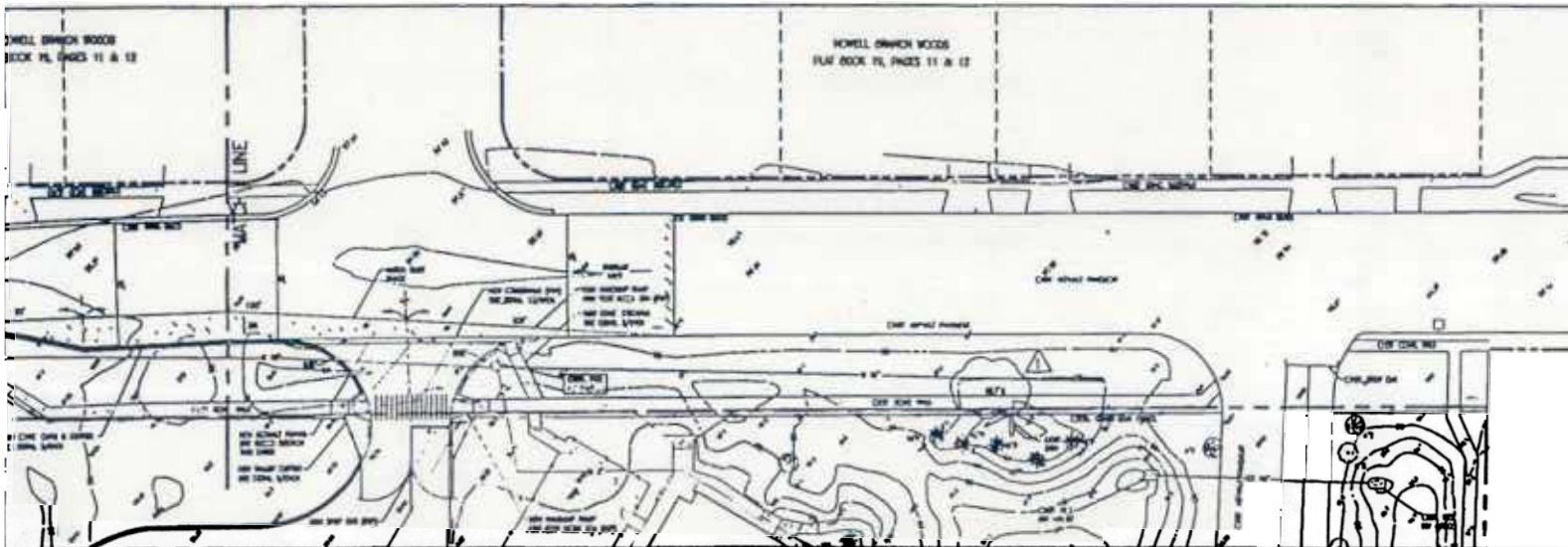
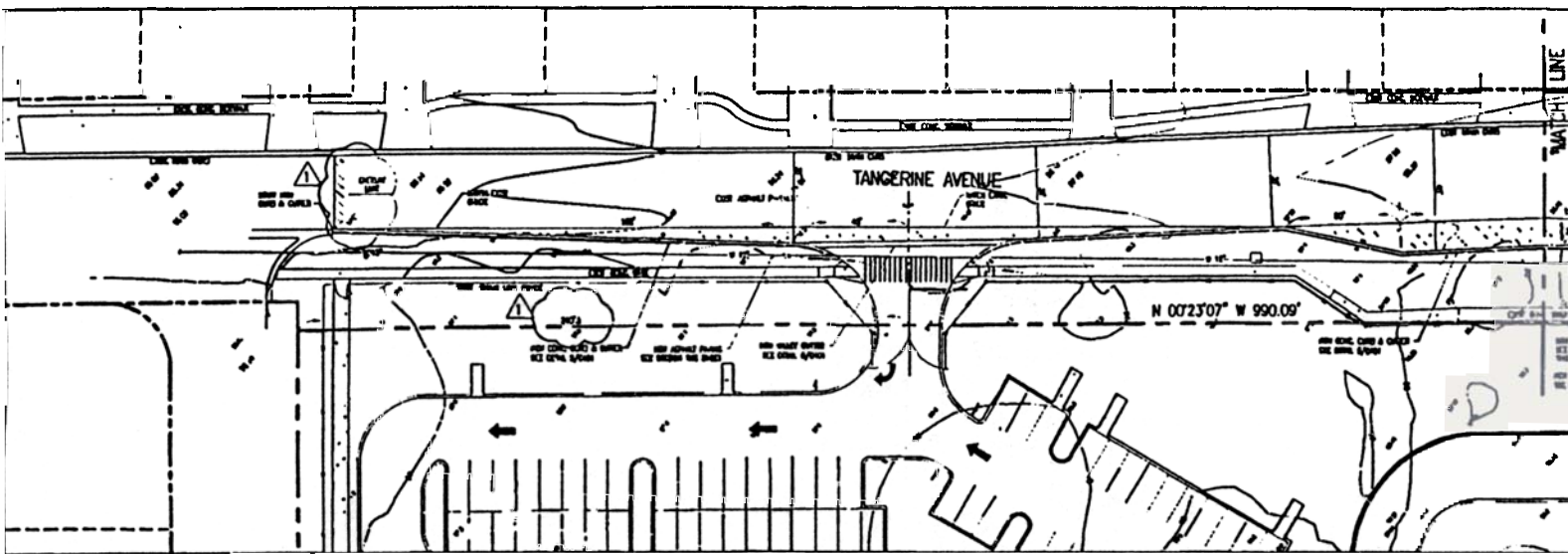
For the use and reliance of
Seminole County only. Approved
as to form and legal sufficiency.

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

[Signature] (1 of 2)
County Attorney

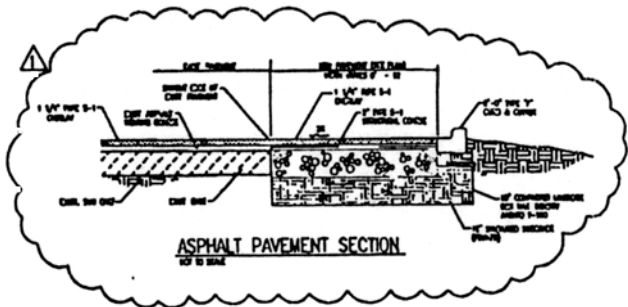
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Attachment
Exhibit A



NEW ROADWAY PLAN

1" = 32'



LEGEND:

	EXIST.	NEW
ASPHALT PAVEMENT		
CONCRETE SLAB		
EXISTING GRAV		
EXISTING SAND & GRAVEL		
PAVE		
CONCRETE		
PORE FOAM		
PIPE		
SPOT CHECK		
CURB		

SEE SHEET C501 FOR GENERAL NOTES

EXHIBIT A