

**INTERLOCAL AGREEMENT
BETWEEN SEMINOLE COUNTY AND CITY OF OVIEDO
RELATING TO ADMINISTRATION OF THE CITY'S SHARE
OF FUNDS UNDER THE CENT FOR SEMINOLE LOCAL SALES SURTAX
FOR THE CITY'S TRANSPORTATION IMPROVEMENT PROJECTS**

THIS INTERLOCAL AGREEMENT, is made and entered into this 11th day of March, 2002, by and 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 (hereafter referred to as the "COUNTY") and the **CITY OF OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765 (hereafter referred to as "CITY").

WITNESSETH:

WHEREAS, in May and June of 2001, the COUNTY entered into an Interlocal Agreement with the Seminole County School Board and the seven (7) municipalities within Seminole County, which Interlocal Agreement is entitled the "Seminole County Transportation and Education Infrastructure Plan Interlocal Agreement" (the "2001 Interlocal Agreement"), and relates to the improvements to be funded with local government infrastructure sales surtax proceeds and the distribution of revenues to fund the improvements, as approved by the voters in a referendum conducted on September 4, 2001; and

WHEREAS, the CITY is a party to the 2001 Interlocal Agreement, and is bound by the terms of the 2001 Interlocal Agreement and by the applicable provisions of State law; and

WHEREAS, the CITY's Transportation Improvement Projects are, pursuant to the 2001 Interlocal Agreement, to be implemented by the CITY, which implementation shall

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Caylon Cole
DEPUTY CLERK

include any and all phases and aspects of the Projects from planning and design through construction and operation; and

WHEREAS, the CITY's share of the revenues collected from the local government infrastructure sales surtax constitutes funds of the CITY, pursuant to the 2001 Interlocal Agreement; and

WHEREAS, the COUNTY and the CITY desire to cooperate with regard to accomplishing the City Transportation Improvement Projects for the benefit of the citizens of COUNTY and the CITY and require a mechanism to provide funds from the local government infrastructure sales surtax consistent with the terms of the 2001 Interlocal Agreement which are, have been, or will be on deposit with the COUNTY, and which have been or will be incrementally transferred to the CITY so that the CITY can effectively implement the CITY Transportation Improvement Projects; and

WHEREAS, the CITY's Transportation Improvement Projects and share of revenues as set forth in the 2001 Interlocal Agreement is attached hereto as Exhibit "A" to this Agreement; and

WHEREAS, this Interlocal Agreement serves a public purpose and is authorized pursuant to the provisions of *Chapters 125, 163, and 166, Florida Statutes*, and other applicable law,

NOW, THEREFORE, in consideration of the promises, covenants and commitments contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged as to both parties, the parties agree as follows to the funding of CITY Transportation Improvement Projects by

the local government infrastructure sales surtax proceeds and the implementation of the Transportation Improvement Projects by the CITY.

Section 1. **Recitals.** The above recitals are true and correct and form a material part of this Interlocal Agreement upon which the parties have relied.

Section 2. **Term.** This Interlocal Agreement shall become effective upon approval by the Governing Bodies of the COUNTY and the CITY, and shall remain in effect through contract close out between the CITY and all of its contractors relative to the CITY Transportation Improvement Projects, or through the conclusion of disbursement and expenditure of the full CITY share of revenues, whichever occurs later.

Section 3. **Disbursement of Funds by the County.**

(a) Except as specified in Section 3(e) below, the total financial obligation of the COUNTY under this Interlocal Agreement is that the COUNTY shall reimburse the CITY for legitimate and documented expenses as expressed in the CITY's contractual agreements with respective road improvement contractors, consultants, materials vendors, or other contractors for the CITY Transportation Improvement Projects consistent with the terms of this Interlocal Agreement, and subject to the availability of funds from the CITY share of revenues. Said funds shall be solely and exclusively derived from the CITY's share of revenues from the infrastructure sales surtax, including interest income applicable to the CITY's share of revenues while on deposit with the COUNTY. These funds shall be utilized, consistent with *Section 212.055, Florida Statutes (2001)*, for the purposes of the CITY Transportation Improvement Projects. The funds shall not be used for collateral programs or projects, and not for programs or

projects which may be accomplished simultaneously with, in conjunction with, or as a result of CITY Transportation Improvement Projects. Intersection improvements, however, to roads intersecting the Projects may be accomplished and shall be deemed eligible for funding pursuant to this Interlocal Agreement. Further, this exclusion is intended to disallow expenditures for CITY staff time and labor charges unless such costs are recorded as capitalized costs of the CITY Transportation Improvement Projects to the fixed asset accounts of the CITY as reported in the CITY's annual audited financial statements, and to disallow expenditures which pertain or relate to work not directly related to the CITY Transportation Improvement Projects. In the event that the CITY is entitled to any development commitments for or related to the CITY Transportation Improvement Projects, it shall use such funds for directly related costs for the projects not reimbursed under this Agreement. The CITY may advance fund the CITY Transportation Improvement Projects prior to the availability of funding as set forth in this Interlocal Agreement. In such event, invoices or other appropriate contract documents shall be reviewed and approved by the County Engineering Division to determine whether the reimbursement is consistent with the terms and conditions of this Interlocal Agreement.

(b) Upon initial award of the engineering design agreement, award of the construction contract, authorization to initiate acquisition activities, or agreement between the CITY and a contractor for contract amendments to any contract for each of the capital projects as identified in Exhibit "A", the CITY shall be eligible to receive an advance of up to one hundred percent (100%) of the agreement, contract award amount, or acquisition authorization. The eligibility to receive advances shall be subject

to the CITY's affirmation that it will record receipts and disbursement of advances in a separate interest bearing account. These advances shall be limited by the availability of funds from the CITY share of revenues. If adequate funds are unavailable, the CITY may either submit for future reimbursements as outlined in *Section 5(b)* or may request that the advance be incrementally forwarded as funds from the CITY share of revenues become available.

(c) Upon demonstration through a comprehensive, phased multi-year schedule that other CITY funding sources will be used throughout the life of the infrastructure sales tax levy to advance the overall program of CITY transportation projects set forth in Exhibit "A", the CITY shall be eligible to request that the advances referenced in Section 3(b) of this Agreement shall be increased to one hundred (100%) per cent of the CITY's share of the infrastructure sales tax revenues for the duration of the term of this Agreement. In making such a request, the CITY shall agree to submission by the CITY's financial officer of quarterly reports to the COUNTY in such format as may reasonably be required by the COUNTY.

(d) Should an audit reveal that any funds distributed pursuant to this agreement were expended or applied for purposes or services other than as authorized by the 2001 Interlocal Agreement or this agreement, then the CITY shall promptly, from funds other than those distributed pursuant to this agreement, reimburse the COUNTY the amount the audit determined to be improperly spent or applied.

(e) Attached hereto as Exhibit "B" is a schedule of projects that are to be funded on a 50-50 basis between the CITY and the COUNTY. The funds for these

projects will be disbursed to and administered by the CITY in accordance with the terms and conditions of this Agreement.

Section 4. Plenary Status of City Transportation Improvement Projects.

For all purposes, the CITY Transportation Improvement Projects as described in the attached Exhibit "A" shall be solely and exclusively projects of the CITY. The CITY shall determine the typical sections, design standards, right-of-way limits, and all related and similar matters for the Projects consistent with State law and the terms of this Interlocal Agreement. However, the Projects shall be consistent with the purposes, terms, and conditions set forth in the 2001 Interlocal Agreement. The parties desire to cooperate in the successful implementation of the Projects, but the COUNTY's actions pursuant to this Interlocal Agreement and all other matters that the COUNTY may accomplish relative to the Projects shall be for the COUNTY's purposes, and not the CITY's. The COUNTY shall not be deemed a partner or co-venturer as to the Projects or any portion or part of the Projects. The CITY shall implement the Projects through the use of in-house or contractual services with regard to design, permitting, value engineering, right-of-way acquisition, construction, maintenance of access and traffic, landscaping, and construction engineering and inspection as well as any and all related services and activities in any way associated with the Projects.

Section 5. City's Duties. In addition to all other covenants, obligations, duties and responsibilities set forth in this Interlocal Agreement, during the course of this Agreement, the CITY shall:

(a) Award, enter, administer and supervise all design, planning, surveying, appraising, environmental auditing and remediation, negotiating, value engineering,

right-of-way acquisition, legal activities, condemnation, permitting, construction, landscaping inspection, access and traffic maintenance, and any and all construction and project related contracts necessary in any way to accomplish the ultimate construction of the CITY Transportation Improvement Projects in accordance with the plans and contract documents.

(b) Review and approve all payment requests submitted for labor, materials, or services used in the implementation of the CITY Transportation Improvement Projects. Invoices or other appropriate documentation for reimbursement or advances shall be submitted to the COUNTY's Engineering Division, in a format specified by the COUNTY.

(c) Obtain any and all necessary lien waivers or releases in connection with payment requests or disbursements.

(d) Furnish to the COUNTY a full and final accounting of all costs, disbursements and receipts in accordance with generally accepted accounting and auditing principles.

(e) Obtain any and all local, regional, State, and Federal permits necessary for the CITY Transportation Improvement Projects.

(f) Obtain "as built" surveys by a Florida licensed land surveyor for the CITY Transportation Improvement Projects.

(g) Make any and all timely and proper payments of accurate and payable valid invoices received from any and all contractors or subcontractors.

(h) Submit schedules and status reports for the CITY Transportation Improvement Projects two (2) times per year in such formats as may be mutually agreed upon.

Section 6. **COUNTY's Duties.** During the course of this Interlocal Agreement, the COUNTY shall:

(a) Review copies of invoices or payment requests and disbursements records delivered by the CITY to the COUNTY, and notify the CITY within fifteen (15) business days of any objections to the requests or disbursements.

(b) Subject to the review period, the not-to-exceed amount, and the terms and conditions set forth in this Agreement, advance funds to the CITY or reimburse the CITY for the actual authorized and payable costs as set forth in the CITY's contractual agreements with respective road improvement contractors, consultants, materials vendors, or other contractors for the CITY Transportation Improvement Projects consistent with the terms of this Interlocal Agreement through construction completion of each of the CITY Transportation Improvement Projects. Payments of invoices, payment requests, and disbursement records not objected to by the COUNTY shall be made within twenty (20) calendar days of receipt by the COUNTY of the invoice from the CITY indicating amounts payable by the CITY to contractors or subcontractors working on the Projects.

(c) Cooperate with the CITY in the review of any matters relating to the Projects.

(d) Serve as administrator of the 2001 Seminole County Transportation and Education Infrastructure Plan Interlocal Agreement as set forth in that Agreement,

including, but not limited to, providing for interpretations, reasonable enforcement and implementation, coordination of overall program reporting, and determinations of fund availability as may be required.

Section 7. **Remedies.** Each party shall have any and all remedies as permitted by law. The parties agree, however, to provide for positive dialogue and communications if disputes or disagreements arise as to the interpretation or implementation of this Interlocal Agreement and agree to comply with the alternative dispute resolution processes set forth in any interlocal agreement relating to said subject.

Section 8. **Force Majeure.** In the event any party hereunder fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other Act of God or force majeure then said party shall not be in default hereunder.

Section 9. **Binding Effect.** This Interlocal Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

Section 10. **Assignment.** This Interlocal Agreement shall not be assigned by either party with the prior written approval of the other.

Section 11. **Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received by the parties in conjunction with this Interlocal Agreement or the CITY Transportation Improvement Projects.

Section 12. **Records and Audits.** The parties shall maintain any and all records, documents, papers, and other evidence pertaining to the work performed under

this Interlocal Agreement. Such records shall be available at reasonable times and places during the term of this Interlocal Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law, including but not limited to *Chapter 119, Florida Statutes*, and generally accepted accounting and auditing principles. Financial statements usable for fiscal year end purposes shall be provided annually to the COUNTY.

Section 13. Notices.

(a) Whenever either party desires to give notice to the other, notice may be sent to:

For the COUNTY: **County Manager**
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

With copies to: **Public Works Director**
Reflections Plaza
520 Lake Mary Boulevard
Suite 200
Sanford, Florida 32773

For the CITY: **City Manager**
400 Alexandria Boulevard
Oviedo, Florida 32765

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices or receipt of invoices. All notices shall be effective upon receipt.

Section 14. Liability. Neither party assumes any responsibility or liability for the acts or omissions of the other party. The parties recognize that the COUNTY assumes no operational level duties or responsibilities with respect to and that the CITY assumes total responsibility for the planning, design, construction, maintenance, use

and all other aspects of the CITY Transportation Improvement Projects funded hereunder. The parties do not intend for this agreement or the 2001 Interlocal Agreement to provide benefits to or create any rights in third parties.

Section 15. **Compliance with Laws and Regulations.** In performing under this Interlocal Agreement, the parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance required by this Agreement. Any violation of such laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Interlocal Agreement, and shall entitle the non-violating party to terminate this Interlocal Agreement immediately upon delivery of written notice of termination to the violating party, provided that a written notice of violation and a reasonable opportunity to cure has been first given.

Section 16. **Headings.** All sections and description headings in this Interlocal Agreement are inserted for convenience only, and shall not affect the construction or interpretation of this Agreement.

Section 17. **Entire Agreement.** This Interlocal Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and may not be modified or amended except by a written instrument equal in dignity to this Agreement, and executed by the parties to be bound by the amendment to the Agreement.

Section 18. **Counterparts.** This Interlocal Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

ATTEST:

CITY OF OVIEDO


BARBARA BARBOUR, City Clerk

By: 
THOMAS G. WALTERS, Mayor

Date: MARCH 4, 2002

ATTEST:

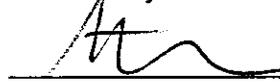
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


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

By: 
DARYL G. MCLAIN, Chairman

Date: 03/11/02

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


County Attorney

As authorized for execution by the Board
of County Commissioners at its 2-12,
2002, regular meeting.

1\31\02

Attachments: Exhibit A and Exhibit B

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OVIEDO		
Transportation Projects	Proposed Scope	Preliminary Cost Estimate
INTENDED PROJECTS: IN PRIORITY ORDER		
Franklin Street/Division Street/CR 426	Construction of Franklin Street – SR 434 to the intersection of Division Street and CR 426, and reconstruct Division Street from the same intersection to CR 419. Also, improvements to the intersection.	\$.3 M
Lindsay Lane Extension	Division Street (Central) to SR 434; construct road.	\$.7 M
North/South One-way Pairs	Construct North/South one-way pairs in downtown area using Garden Street, Station Street, and Railroad Street; and realign Geneva Road intersection @ RR Crossing.	\$1.8 M
CANDIDATE PROJECTS: IN PRIORITY ORDER		
SR 426 Widening	Construct two additional lanes from SR 434 to Winter Springs Boulevard (including purchasing for offsite retention/detention). Total Project Cost Estimate: \$8 M, which includes match from the County/City Cost – Shared Projects component of the Major Road System Program shown in Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.	\$ 4 M
East CR 419 Widening	Phase I; Construct two additional lanes from a point east of Division Street to SR 434 (including purchasing for offsite retention/detention). Total Project Cost Estimate: \$6 M, which includes match from the County/City Cost – Shared Projects component of the Major Road System Program shown in Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.	\$ 4 M
PROJECTS TOTAL		\$10.8 M
City Revenue Share relating to funding of the above projects.	Per Section 2(d) and Exhibit D of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.	2.019201958%
<p>Per Section 2(e) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement, if any local government successfully appeals the results of the 2000 Census figures as published by the Census Bureau, the distribution shall be recalculated to reflect the adjustments made in the 2000 Census results by the Census Bureau. Any such change shall be effective at the start of the distribution year following the adjustment. In conjunction with County issuance of such recalculation, an update to this Exhibit shall be entered into the public record.</p> <p>Other Candidate Projects may be undertaken if revenues and/or actual costs on the projects identified above allow. Specific priorities are: widening of East CR 419 from Lockwood Blvd to a point east of Division Street (Phase II; \$4 M total cost estimate); West Mitchell Hammock widening/improvements (\$7 M total cost estimate); East Mitchell Hammock widening/improvements (\$8 M total cost estimate). These projects are also eligible for match from the Cost – Shared Projects component of the Major Road System Program shown in Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.</p>		
Projects may be added or deleted pursuant to the provisions of Section 3 (a) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County approval of such project change(s), an update to this Exhibit shall be entered into the public record.	Scopes may be expanded, reduced, or otherwise altered pursuant to the provisions of Section 3(b) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County concurrence in such scope change(s), an update to this Exhibit shall be entered into the public record.	Costs are provided as estimates only. Changes to costs do not require a formal update to this Exhibit to be issued, unless a project or scope revision is also involved.

This Exhibit For The City Of Oviedo Valid As Of March 4, 2002.

Sem. Co. Review/Approval
 Initials:
 DPW 
 CM OR BCC CHAIR

COUNTY COST-SHARED PROJECTS WITH OVIEDO

Major Road Projects	Proposed Scope	Preliminary Cost Estimate
<p>Major Widening</p> <ul style="list-style-type: none"> • SR 426 (from SR 434 to Winter Springs Boulevard) • East CR 419/PH I (from SR 434 to a point east of Division Street) 	<p>See City list in Exhibit A for project details. (This is contemplated to be up to a 50% match per project.)</p>	<p>\$ 6.0 M</p>
<p>Per Section 2(c) and Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.</p>	<p>PROJECTS TOTAL</p>	<p>\$6.0 M</p>

<p>Projects may be added or deleted pursuant to the provisions of Section 3 (a) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County approval of such project change(s), an update to this Exhibit shall be entered into the public record.</p>	<p>Scopes may be expanded, reduced, or otherwise altered pursuant to the provisions of Section 3(b) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County approval of such scope change(s), an update to this Exhibit shall be entered into the public record.</p>	<p>Costs are estimates only.</p>
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This Exhibit For The City Of Oviedo Valid As Of March 4, 2002.

Sem. Co. Review/Approval
 Initials:
 DPW
 CM OR BCC CHAIR

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN SEMINOLE
COUNTY AND THE CITY OF OVIEDO RELATING TO ADMINISTRATION OF THE
CITY'S SHARE OF FUNDS UNDER THE CENT FOR SEMINOLE LOCAL SALES
SURTAX FOR THE CITY'S TRANSPORTATION IMPROVEMENT PROJECTS**

THIS AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this 18 day of Dec., 2002, by and 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 the "COUNTY", and the **CITY OF OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the COUNTY and the CITY have previously entered into a Second Interlocal Agreement regarding transportation improvement projects to be funded with the proceeds of a Second Generation Local Government Infrastructure Sales Surtax (hereafter referred to as the Agreement); and

WHEREAS, the Agreement requires the CITY to hold a public hearing and provide notice thereof to all local governments before adding or dropping projects; and

WHEREAS, the CITY represents that it has complied with the requirements of the agreement for amending the project list attached hereto as Exhibit A; and

WHEREAS, the parties wish to amend the Agreement as hereinafter stated.

NOW, THEREFORE, in consideration of the premises and promises, covenants, agreements and commitments contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged as the both parties, the parties agrees as follows:

BK 290 PG 1 333

Section 1. Mayor of the City of Oviedo. Wherever the Agreement there is any reference to the Mayor of the City of Oviedo it shall be understood to refer to Thomas G. Walters or the current Mayor of the City of Oviedo.

Section 2. Exhibit A. Exhibit A to the Agreement is replaced with the attached Exhibit "A".

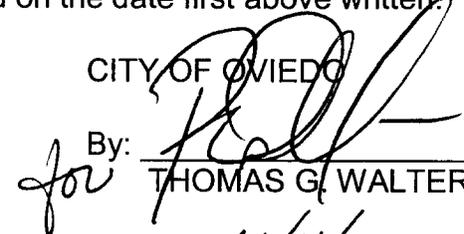
Section 3. Existing Agreement. Except as herein amended, all terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have and made and executed this Agreement for the purposes herein stated on the date first above written.

ATTEST:

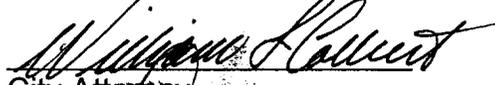

BARBARA J. BARBOUR
City Clerk

CITY OF OVIEDO

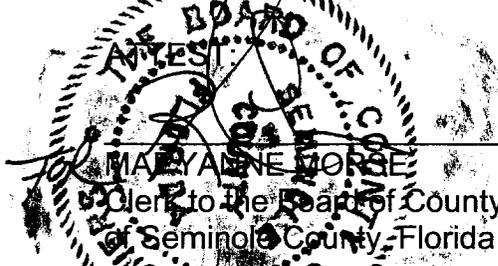
By: 
for THOMAS G. WALTERS, Mayor

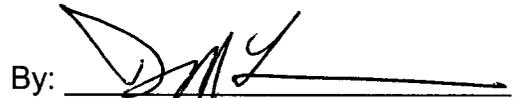
Date: 11/4/02

Approved as to form and legal sufficiency.


City Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


ATTEST:
MAYRAHNE MORSE
Clerk to the Board of County Commissioners
of Seminole County, Florida

By: 
DARYL G. MCLAIN, Chairman

Date: 12-18-02

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


County Attorney

As authorized for execution by the Board
of County Commissioners at their
10 Dec., 2002 regular meeting.

7/1/02
Attachment: Exhibit A

S:\1 Cent Sales Tax - 2nd Generation\Interlocal Agreements\City of Oviedo\OVIEDO FIRST AMENDMENT.doc

EXHIBIT A
Cent For Seminole Local Sales Surtax

OVIEDO		
Transportation Projects	Proposed Scope	Preliminary Cost Estimate
INTENDED PROJECTS: IN PRIORITY ORDER		
PD&E Study CR 419/SR 426	Funds to cover cost of portion of PD&E Study not available from the First Generation if other Projects exceed original estimates.	\$.4 M
Franklin Street/Division Street/CR 426	Construction of Franklin Street – SR 434 to the intersection of Division Street and CR 426, and reconstruct Division Street from the same intersection to CR 419. Also, improvements to the intersection.	\$.3 M
CANDIDATE PROJECTS: IN PRIORITY ORDER		
SR 426 Widening	Construct two additional lanes from SR 434 to Winter Springs Boulevard (including purchasing for offsite retention/detention). Total Project Cost Estimate: \$8 M, which includes match from the County/City Cost – Shared Projects component of the Major Road System Program shown in Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.	\$ 5.0 M
East CR 419 Widening	Phase I; Construct two additional lanes from a point east of Division Street to SR 434 (including purchasing for offsite retention/detention). Total Project Cost Estimate: \$6 M, which includes match from the County/City Cost – Shared Projects component of the Major Road System Program shown in Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.	\$ 5.1 M
PROJECTS TOTAL		\$10.8 M
City Revenue Share relating to funding of the above projects.	Per Section 2(d) and Exhibit D of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.	2.019201958%
Per Section 2(e) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement, if any local government successfully appeals the results of the 2000 Census figures as published by the Census Bureau, the distribution shall be recalculated to reflect the adjustments made in the 2000 Census results by the Census Bureau. Any such change shall be effective at the start of the distribution year following the adjustment. In conjunction with County issuance of such recalculation, an update to this Exhibit shall be entered into the public record.		
Other Candidate Projects may be undertaken if revenues and/or actual costs on the projects identified above allow. Specific priorities are: widening of East CR 419 from Lockwood Blvd to a point east of Division Street (Phase II; \$4 M total cost estimate); West Mitchell Hammock widening/improvements (\$7 M total cost estimate); East Mitchell Hammock widening/improvements (\$8 M total cost estimate). These projects are also eligible for match from the Cost – Shared Projects component of the Major Road System Program shown in Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.		
Projects may be added or deleted pursuant to the provisions of Section 3 (a) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County approval of such project change(s), an update to this Exhibit shall be entered into the public record.	Scopes may be expanded, reduced, or otherwise altered pursuant to the provisions of Section 3(b) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County concurrence in such scope change(s), an update to this Exhibit shall be entered into the public record.	Costs are provided as estimates only. Changes to costs do not require a formal update to this Exhibit to be issued, unless a project or scope revision is also involved.
This Exhibit For The City Of Oviedo Valid As Of <u>December 10</u> , 2002.		Sem. Co. Review/Approval Initials: DPW CM OR BCC CHAIR

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11:26 AM

Sem. Co. Review/Approval
Initials:
DPW
CM OR BCC CHAIR

Cent For Seminole Local Sales Surtax

OVIEDO FILED IN OFFICE

Transportation Projects

Proposed Scope

CITY COMMISSION RECORDS
MARYANNE MORSE

**Preliminary
Cost
Estimate**

02 DEC 30 AM 11:04

INTENDED PROJECTS: IN PRIORITY ORDER

PD&E Study CR 419/SR 426

Funds to cover cost of portion of PD&E Study not available from the First Generation if other Projects exceed original estimates.

\$.4 M

**Franklin Street/Division Street/
CR 426**

Construction of Franklin Street – SR 434 to the intersection of Division Street and CR 426, and reconstruct Division Street from the same intersection to CR 419. Also, improvements to the intersection.

\$.3 M

CANDIDATE PROJECTS: IN PRIORITY ORDER

SR 426 Widening

Construct two additional lanes from SR 434 to Winter Springs Boulevard (including purchasing for offsite retention/detention). Total Project Cost Estimate: \$8 M, which includes match from the County/City Cost – Shared Projects component of the Major Road System Program shown in Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.

\$ 5.0 M

East CR 419 Widening
CERTIFIED COPY

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BY *Carol Cole*

Phase I; Construct two additional lanes from a point east of Division Street to SR 434 (including purchasing for offsite retention/detention). Total Project Cost Estimate: \$6 M, which includes match from the County/City Cost – Shared Projects component of the Major Road System Program shown in Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.

\$ 5.1 M

PROJECTS TOTAL

\$10.8 M

City Revenue Share relating to funding of the above projects.

Per Section 2(d) and Exhibit D of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.

Distribution Year 1

2.019201958%

Beginning Distribution Year 2

2.019181388%

Per Section 2(e) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement, if any local government successfully appeals the results of the 2000 Census figures as published by the Census Bureau, the distribution shall be recalculated to reflect the adjustments made in the 2000 Census results by the Census Bureau. Any such change shall be effective at the start of the distribution year following the adjustment. In conjunction with County issuance of such recalculation, an update to this Exhibit shall be entered into the public record.

Other Candidate Projects may be undertaken if revenues and/or actual costs on the projects identified above allow. Specific priorities are: widening of East CR 419 from Lockwood Blvd to a point east of Division Street (Phase II; \$4 M total cost estimate); West Mitchell Hammock widening/improvements (\$7 M total cost estimate); East Mitchell Hammock widening/improvements (\$8 M total cost estimate). These projects are also eligible for match from the Cost – Shared Projects component of the Major Road System Program shown in Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.

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Scopes may be expanded, reduced, or otherwise altered pursuant to the provisions of Section 3(b) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County concurrence in such scope change(s), an update to this Exhibit shall be entered into the public record.

Costs are provided as estimates only. Changes to costs do not require a formal update to this Exhibit to be issued, unless a project or scope revision is also involved.

This Exhibit For The City Of Oviedo Valid As Of January 1, 2003.

S:\1 Cent Sales Tax - 2nd Generation\Cities & School Board\City of Oviedo\Exhibit A-Oviedo-Rev1.doc

Sem. Co. Review/Approval
Initials:

DPW
CM OR BCC CHAIR *John RB*

SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF OVIEDO RELATING TO ADMINISTRATION OF THE CITY'S SHARE OF FUNDS UNDER THE CENT FOR SEMINOLE LOCAL SALES SURTAX FOR THE CITY'S TRANSPORTATION IMPROVEMENT PROJECTS

THIS AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this 21 day of March, 2006, by and 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 the "COUNTY", and the **CITY OF OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the COUNTY and the CITY have previously entered into an Interlocal Agreement, executed March 11, 2002, (hereafter referred to as the "Agreement"), and revised by Amendment dated December 18, 2002, (hereafter referred to as the "Amendment"), regarding the City's share of the 2001 Local Government Infrastructure Sales Surtax; and,

WHEREAS, the Agreement requires the CITY to hold a public hearing and provide notice thereof to all local governments before adding or dropping projects; and

WHEREAS, the CITY represents that it has complied with the requirements of the agreement for amending the project list attached hereto as Exhibit A; and

WHEREAS, the parties wish to amend the Agreement as hereinafter stated.

NOW, THEREFORE, in consideration of the premises and promises, covenants, agreements and commitments contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged as the both parties, the parties agree as follows:

Section 1. Exhibit A. Exhibit A to the Agreement is replaced with the attached Exhibit "A".

Section 2. Existing Agreement. Except as herein amended, all terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have and made and executed this Agreement for the purposes herein stated on the date first above written.

ATTEST:

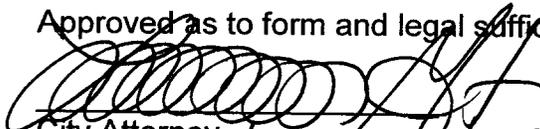

BARBARA J. BARBOUR
City Clerk

CITY OF OVIEDO

By: 
THOMAS G. WALTERS, Mayor

Date: 2/21/06

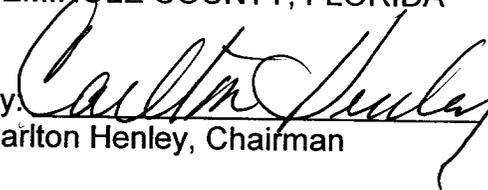
Approved as to form and legal sufficiency.


City Attorney
LONNIE W. GROOT

ATTEST:


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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
Carlton Henley, Chairman

Date: 3-21-06

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


County Attorney

As authorized for execution by the Board of County Commissioners at their JAN. 10, 2006 regular meeting.

12/21/05
Attachment: Exhibit A

EXHIBIT A
Cent For Seminole Local Sales Surtax

OVIEDO			
Transportation Projects	Proposed Scope	Preliminary Cost Estimate	
INTENDED PROJECTS: IN PRIORITY ORDER			
PD&E Study CR 419/SR 426	Funds to cover cost of portion of PD&E Study not available from the First Generation if other Projects exceed original estimates.	\$2.0 M	
Franklin Street/Division Street/ CR 426	Construction of Franklin Street – SR 434 to the intersection of Division Street and CR 426, and reconstruct Division Street from the same intersection to CR 419. Also, improvements to the intersection.	\$3.162 M	
Parallel Pairs	The milling, repaving, signing, signalization and pavement marking of Railroad Street, Station Street, a portion of SR 434 (from the intersection of Station Street North to just north of Railroad Street) and a portion of 426 (from 60 W Broadway to 110 E Broadway). Project completed to assist in alleviating some of the congestion in the SR 434/SR 426 intersections in conjunction with the Franklin Street and Division Street Projects.	\$.1 M	
CANDIDATE PROJECTS: IN PRIORITY ORDER			
SR 426 Widening	Construct two additional lanes from SR 434 to Winter Springs Boulevard (including purchasing for offsite retention/detention). Total Project Cost Estimate for both SR 426 and CR 419: \$40 M, which includes match (up to \$6M) from the County/City Cost – Shared Projects component of the Major Road System Program shown in Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.	\$2.1903 M	
East CR 419 Widening	Phase I; Construct two additional lanes from a point east of Division Street to SR 434 (including purchasing for offsite retention/detention). Total Project Cost Estimate for both SR 426 and CR 419: \$40 M, which includes match (up to \$6M) from the County/City Cost – Shared Projects component of the Major Road System Program shown in Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.	\$.8417 M	
Division Street	Construct Division Street as a two lane roadway between Mitchell Hammock Road and CR 419.	\$4.0 M	
Oviedo Market Place Boulevard	Extension from SR 426 to Aulin Street.	\$.217 M	
PROJECTS TOTAL		\$12.511 M	
City Revenue Share relating to funding of the above projects.	Per Section 2(d) and Exhibit D of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.	<i>Distribution Year 1</i>	2.019201958%
		<i>Beginning Distribution Year 2</i>	2.019181388%
Per Section 2(e) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement, if any local government successfully appeals the results of the 2000 Census figures as published by the Census Bureau, the distribution shall be recalculated to reflect the adjustments made in the 2000 Census results by the Census Bureau. Any such change shall be effective at the start of the distribution year following the adjustment. In conjunction with County issuance of such recalculation, an update to this Exhibit shall be entered into the public record.			
Other Candidate Projects may be undertaken if revenues and/or actual costs on the projects identified above allow. Specific priorities are: widening of East CR 419 from Lockwood Blvd to a point east of Division Street (Phase II; \$4 M total cost estimate); West Mitchell Hammock widening/improvements (\$7 M total cost estimate); East Mitchell Hammock widening/improvements (\$8 M total cost estimate). These projects are also eligible for match from the Cost – Shared Projects component of the Major Road System Program shown in Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.			
Projects may be added or deleted pursuant to the provisions of Section 3 (a) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County approval of such project change(s), an update to this Exhibit shall be entered into the public record.	Scopes may be expanded, reduced, or otherwise altered pursuant to the provisions of Section 3(b) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County concurrence in such scope change(s), an update to this Exhibit shall be entered into the public record.	Costs are provided as estimates only. Changes to costs do not require a formal update to this Exhibit to be issued, unless a project or scope revision is also involved.	
This Exhibit For The City Of Oviedo Valid As Of <u>FEBRUARY 21</u> , 2006.		Sem. Co. Review/Approval Initials: DPW CM OR BCC CHAIR 	