

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE
CITY OF PENSACOLA AND ESCAMBIA COUNTY, FLORIDA
RELATING TO SIDEWALK AND DRAINAGE IMPROVEMENTS**

THIS AMENDMENT is made and entered into by and between the City of Pensacola, Florida, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County") with administrative offices located at 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (each at times referred to individually as "party" or collectively as "parties").

WITNESSETH:

WHEREAS, City and County are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, on or about April 16, 2021, the City and County entered into an Interlocal Agreement relating to the installation of sidewalk and drainage improvements along a portion of Burgess Road that lie within the County's jurisdictional boundaries (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to reflect that the County has committed to contribute up to an additional \$35,000.00 for the cost of said portions of the project that lie within the County's jurisdictional boundaries as further provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, benefits, and conditions contained herein, and for other good and valuable consideration the sufficiency and delivery of which is hereby acknowledged, the City and the County agree as follows:

1. The foregoing recitals are declared to be true and correct and are hereby incorporated into this Amendment to the Agreement.

2. Subsection 2.1 of the Agreement is hereby amended as follows:

2.1 In consideration of the faithful performance by City of the project described in **Exhibit "A"** which is attached hereto and incorporated by reference herein, County agrees to contribute an amount not to exceed ~~\$500,000.00~~**535,000.00** in accordance with the terms of this Agreement for the cost of the installation of sidewalks and drainage improvements that lie within the jurisdictional boundaries of the County as set forth in Section 3.

3. Subsection 3.1 of the Agreement is hereby amended as follows:

3.1 County agrees to reimburse City for sidewalk and drainage improvement project costs for those portions of Burgess Road that lie within the County's jurisdictional boundaries as further described in **Exhibit "A"** in an amount not to exceed **Five Hundred Thirty-Five Thousand Dollars (~~\$500,000.00~~**535,000.00**)**.

4. The parties hereby agree that all other terms and conditions of the Agreement will remain in full force and effect.

5. The Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of the Agreement shall be in the County of Escambia.

6. This Amendment to the Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Interlocal Agreement on the respective dates under each signature.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Jeff Bergosh, Chairman

Date: _____


BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk


(SEAL)

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

By:  for:
Grover C. Robinson, IV, Mayor

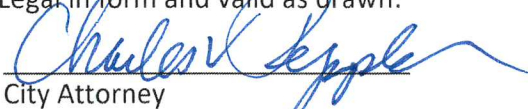
Date: 9/29/22

ATTEST:

By: 
City Clerk

(SEAL)

Legal in form and valid as drawn:


City Attorney

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 09-28-2022