

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH PORT,
FLORIDA AND CHARLOTTE COUNTY FOR DESIGN, ENGINEERING, AND PERMITTING OF JOINT ROAD
WIDENING PROJECT**

This *Second Amendment* to the Interlocal Agreement between the City of North Port, Florida and Charlotte County for Design, Engineering, and Permitting of Joint Road Widening Project (“Second Amendment”), is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida (“City”) and Charlotte County, Florida, a political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, on or around March 24, 2020, the parties entered into an Interlocal Agreement between the City of North Port, Florida and Charlotte County for Design, Engineering, and Permitting of Joint Road Widening Project (“Original Agreement”) to provide resources for the design, engineering, and permitting of the roadway widening of Cranberry Boulevard to four lanes between U. S. Highway 41 and Hillsborough Boulevard, and for improvements to the intersections at U. S. Highway 41 and Hillsborough Boulevard which are located within the jurisdiction of both the City and the County (collectively the “Project”); and

WHEREAS, on or around February 22, 2022, the parties entered into the First Amendment to the Interlocal Agreement between the City of North Port, Florida and Charlotte County for Design, Engineering, and Permitting of Joint Road Widening Project (“First Amendment”) to increase the not to exceed amount for the Project’s actual costs; and

WHEREAS, Section 2 of the Original Agreement, as amended, specifies that the actual cost for the design and permitting of a selected geometric reconfiguration for the connection of Cranberry Boulevard, Hillsborough Boulevard, and U. S. Highway 41 will not exceed \$389,160.00; and

WHEREAS, the 90% plans for the Cranberry Boulevard and Hillsborough Boulevard roundabout have been completed utilizing a privately owned parcel on the northeast of the intersection as a pond site; and

WHEREAS, unsuccessful attempts at land acquisition require the drainage system to utilize an existing City-owned pond for the Project resulting in a redesign of plans by Kimley-Horn, the Project’s consultant; and

WHEREAS, pursuant to Section 10.3 of the Original Agreement the parties desire to amend the Original Agreement to increase the not to exceed amount for the Project’s actual cost.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with the First or Second Amendment, all of which are incorporated by reference as if set forth fully herein. This Second Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this "Agreement" in the Original Agreement, the First Amendment, and the Second Amendment mean and include both the Original Agreement and the First and Second Amendment.
- C. This Second Amendment is effective as of the date the last party signs it as identified below (the "Effective Date") and shall continue as otherwise provided in the Original Agreement.

2. ORIGINAL AGREEMENT SECTION 2 – PROJECT COST

Section 2 of the Original Agreement is amended in its entirety as follows:

- 2. **PROJECT COST.** The City and the County agree to equally fund the following Project costs and to split the costs presented equally between the parties:
 - 2. 1 The engineering study for an intersection analysis, at a cost of **\$142,393.04**; and
 - 2. 2 The actual cost, which shall not exceed **\$454,940.00**, for the design and permitting of the Refined Build Alternate 2 geometric reconfiguration for the connection of Cranberry Boulevard, Hillsborough Boulevard, and U. S. Highway 41; and
 - 2. 3 A contingency amount of **\$8,000.00**, as approved and upon written authorization by City staff in consultation with County staff.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as follows.

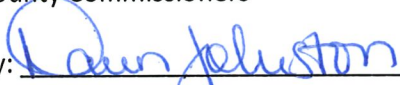
BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: 
Christopher G. Constance, Vice-Chairman

Date: September 12, 2025



ATTEST:
Roger D. Eaton, Clerk of the Circuit Court
And Ex-Officio Clerk to the Board of
County Commissioners

By: 
Deputy Clerk
A.AGR 2020-011

APPROVED AS TO FORM AND CORRECTNESS:

By: 
Janette S. Knowlton, County Attorney
LR23-0657 PSP PSP

Approved by the City Commission of the City of North Port, Florida on _____, 2023.

CITY OF NORTH PORT, FLORIDA

BARBARA LANGDON
MAYOR

ATTEST:

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY