

LOCALLY FUNDED AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA,
AND THE
CITY OF VENICE
FOR SOCCER FIELD #3 LED LIGHTING AT VENICE WELLFIELD PARK

This Locally Funded Agreement for Soccer Field #3 LED Lighting at Venice Wellfield Park ("Agreement") is made and entered into as of the date of execution by both parties, by and between Sarasota County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the City of Venice, a municipal corporation of the State of Florida (hereinafter referred to as the "City")(collectively the City and the County shall be referred to as the "Parties").

WITNESSETH

WHEREAS, the County has included Soccer Field #3 LED Lighting at Venice Wellfield Park in its Fiscal Year 2016 Capital Improvement Program (CIP Project No. 93085) for the planning, design, purchase and installation of LED lighting on Soccer Field #3 (hereinafter referred to as the "Project"); and

WHEREAS, the City assures the County that the installation of LED lighting for Soccer Field #3 at Venice Wellfield Park will be complete by September 30, 2016; and

WHEREAS, the County and City entered into a Park Impact Fee Interlocal Agreement, Contract No. 90-447, authorizing the City to collect County Park Facility Service District Impact Fees (County Park Impact Fees) for residential development within the City; and

WHEREAS, under the terms of Contract No. 90-447, the County Park Impact Fees collected by the City must be used exclusively for projects that increase the capacity of the County park system, due to growth, within the City of Venice or an abutting Service District; and

WHEREAS, certain funds collected pursuant to Contract No. 90-447 are presently available for the Project; and

WHEREAS, the City desires to receive a portion of said funds from the County and to utilize such funds toward the installation of LED lighting at Soccer Field #3 at Venice Wellfield Park; and

WHEREAS, the County and the City desire to enter into this Agreement to set forth the terms and conditions upon which the County shall provide funds to the City for the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and City agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. Subject to the terms and conditions of this Agreement, the County agrees that it will furnish the City with an aggregate sum deposit (the "Lump Sum Deposit") in the amount of Two Hundred Ninety-Six Thousand Five Hundred and Thirty-Three Dollars (\$296,533.00) within thirty (30) calendar days of the County's execution of this Agreement.

3. The Lump Sum Deposit shall be made to the City and mailed as follows:

City of Venice
Finance Department
401 West Venice Avenue
Venice, FL 34285

A copy shall be sent to:

Kathleen Weeden, P.E., City Engineer
City of Venice
401 West Venice Avenue
Venice, FL 34285

4. Failure of the County to timely deposit said Lump Sum Deposit shall cause this Agreement to be void.

5. The Lump Sum Deposit shall be used by the City solely for the completion of the design, permitting, purchase and installation of LED lighting on Soccer Field #3 at Venice Wellfield Park as described in the CIP Project Detail Sheet, attached hereto and incorporated herein as Exhibit A, and in accordance with the Soccer Field Lighting Project Proposed Budget submitted by the City dated January 29, 2016, attached hereto and incorporated herein as Exhibit B.

6. The City acknowledges and agrees that the Lump Sum Deposit funds provided by the County shall be spent only on the Soccer Field Lighting Project at Venice Wellfield Park. Furthermore, the Lump Sum Deposit shall be expended only on reasonable and customary costs associated with the project as approved.

7. In the event that the final Project costs are less than the Lump Sum Deposit, the City will refund the amount by which the Lump Sum Deposit exceeds those costs. The failure of the County to request the refund from the City shall not relieve the City from its obligation to refund the amount determined on final accounting. Nothing in this Agreement shall be construed to require the County to commit any additional funding to this Project.

8. The City shall coordinate with the County throughout the term of this Agreement to ensure the Project meets applicable standards and is designed and constructed as to minimize costs of the operation and maintenance of the park consistent with the County's standards for parks of similar size and character. Such coordination shall include but not be limited to:

- a. Prior to the City's issuance of a notice to proceed with construction, any construction plans for the Project must be approved by the County Parks, Recreation and Natural Resources Director and the County Engineer as being safe and as meeting the minimum standards for public parklands in accordance with the consumer product safety standards and be deemed acceptable by the County in terms of the cost of operation and maintenance of the proposed improvements.
- b. Any modifications to the plans after award of the construction contract also must be approved in advance by the Parks Manager and the County Engineer.
- c. The County shall have fifteen (15) business days from receipt of any proposed modification to the approved plans to comment on or request any changes or request additional information regarding the proposed modification.
- d. Upon completion of the Project, the City will notify the County in writing of project completion.
- e. The City is required to provide the County a transfer-to-operations package which includes electrical drawings, pole specifications, utility placement, photo metrics, operations manuals, warranties and any other pertinent information pertaining to the lighting project that may assist with the ongoing operations and maintenance. At final completion, the City shall coordinate with the County for a final walk through prior to acceptance.

9. All costs, records and accounts may be subject to audit by a representative of the County upon the effective date of this Agreement until three (3) years after final closeout of the Project. No separate records will be required to be kept by the City unless otherwise required by regulatory requirements. This section will survive termination of this Agreement.

10. **Dispute Resolution.** In the event of a dispute between the City and County under this Agreement, the City Manager and the County Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the City Manager and the County Administrator. The decision of the City Manager and County Administrator regarding the dispute shall be final. In the event the City Manager and County Administrator are unable to agree, the matter shall be referred to the respective Commissions to be resolved in a joint meeting. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

11. This Agreement shall continue in effect and be binding on the Parties until the Project is completed and the County has issued a letter of acceptance regarding the operation and maintenance of the Project.

12. This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either expressed or implied is intended or shall be construed to confer upon or give any contractor, bidder, or other vendor, or any of their officers or employees, or any other person, corporation or governmental entity other than the Parties themselves, any right, remedy, or claim under or by reason of this Agreement.

13. The Parties are insured or self-insured for all liability claims and related expenses pursuant to the provisions of Florida Statute 768.28. The Parties' interests, as they may appear, will be protected under the provisions of Florida Statute 768.28 and nothing herein shall be construed as any waiver of sovereign immunity

14. The City agrees to require any contractors or consultants hired to provide services in the development of the Soccer Field Lighting Project at Venice Wellfield Park to indemnify Sarasota County, all of its agents, officers and employees from any claim, loss, damage, cost, charge as a result of any act, error or omission on the part of said contractor or consultant in providing services in the design and construction of the Soccer Field Lighting at Venice Wellfield Park. Additionally, the City agrees to require such contractors or consultants to name Sarasota County as an additional insured on any required general liability insurance.

15. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

16. This Agreement constitutes the sole and complete understanding between the Parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both Parties and incorporated into this Agreement.

17. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

18. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

19. The Parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the Parties.

20. The rights and remedies of the Parties provided for under this Agreement are in addition to any other rights and remedies provided by law.

21. Any notices of default or termination shall be sufficient if sent by the Parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

City's Representative:

Name: Kathleen Weeden
Title: City Engineer

Address: 401 W. Venice Avenue
Venice, FL 34285

Telephone: 941-882-7409

E-mail: kweeden@venicegov.com

County's Representative:

Name: Carolyn Brown
Title: Director

Address: 1660 Ringling Blvd.,
5th Floor
Sarasota, FL 34236

Telephone: 941-861-5483

E-Mail: cnbrown@scgov.net

Any change in representatives will be promptly communicated by the party making the change.

[REMAINDER OF PAGE INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last below written.

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FL

By: _____
Chair

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court
Ex-Officio Clerk of the Board of County
Commissioners, Sarasota County, Florida

By: _____
Deputy Clerk

Approved as to form and correctness:

By: _____
County Attorney

City of Venice

The City of Venice, Florida, a municipal corporation of the State of Florida, acting by and through its City Council, with a quorum present and voting, did approve this Agreement on the ____ day of _____, 2016.

ATTEST:

CITY OF VENICE

By: _____

Lori Stelzer, City Clerk

By: _____

John Holic, Mayor

Approved as to form and correctness:

By: _____

David P. Persson, City Attorney

Exhibit A


Sarasota County Government FY2016 through FY2020 Capital Improvement Program							
Project: 93085		Title: Soccer Field #3 LED Lighting at Wellfield Park			Status: Proposed		
Category: Parks and Recreation				BusinessCenter: Parks, Recreation and Natural Resources		LMS: No	
Comprehensive Plan Information				Project Location			
CIE Project: Yes		Plan Reference: Table 10-3		District: District #3			
LOS/Concurrency: Yes		Project Need: Growth		Location: City of Venice			
Programmed Funding							
Programmed Funding	Appropriated To Date	Budgeted 2016	<i>Non-Appropriated Programmed CIP Funding</i>				Future Funding
			2017	2018	2019	2020	
296,533	0	296,533	0	0	0	0	0
Definition and Scope							
<p>At the August 21, 2015 Budget Workshop, the Board directed the County Administrator to use park impact fees (up to one-half of the cost of \$300,000 or approximately \$150,000) for the lighting of Soccer Field #3 at Wellfield Park. The Venice City Council subsequently requested the project be fully funded. At the January 13, 2016 meeting, the Board agreed to fund up to an additional \$150,000, from County Park Impact Fees collected in the City of Venice, plus associated estimated annual operating impacts to the County's General Fund of up to \$20,000. Additionally on January 26, 2016, City Council approved the contract with Musco for the purchase and installation of a LED lighting system for field #3 at Wellfield Park. Per the Interlocal agreement, the City of Venice is responsible for all capital improvements in designated City parks. They will oversee this project, contracts and procurement of services or amenities as owner of the park and improvements as provided in the interlocal agreement. Under this same agreement, the County pays for the utility and operational costs at designated City parks, which includes electricity for the new lights at Wellfield Park.</p>							
Rationale							
<p>Citizens have requested the creation and enhancement of additional parks within their community as the population increases. Currently soccer field #3 is not lighted; therefore, adding lights increases the capacity and usage of the field, making this a permissible use of County Park Impact Fee funds collected in the City of Venice.</p>							
Funding Strategy							
<p>Funding for this project is provided through County Park Impact Fees collected in the City of Venice, and was approved by the Board of County Commissioners on January 13, 2016.</p>							
Operating Budget Impacts							
<p>The annual operating budget costs for this project are anticipated to be \$12,000 per year beginning in FY2017 and will be paid from the General Fund.</p>							
Project Map				Schedule of Activities			
				Project Activities		From - To	Amount
				Design/Engineering		10/15 - 09/16	3,075
				Construction		10/15 - 09/16	293,458
Total Budgetary Cost Estimate:						296,533	
Means of Financing							
Funding Source						Amount	
City of Venice Park Impact Fees						296,533	
Total Programmed Funding:						296,533	
Future Funding Requirements:						0	

EXHIBIT ‘B’

Soccer Field Lighting Project Proposed Budget

<u>Funding Sources</u>	
Impact Fees	\$ 300,000
<u>Item</u>	Proposed Budget
Musco Contract - including P&P Bond	\$ 262,000
Soil Borings - actual	\$ 3,075
Permits - City Building Code - est	\$ 4,500
Contingency - 10%	<u>\$ 26,958</u>
Total	\$ 296,533

Prepared by: Venice Public Works, January 29, 2016