

CONTRACT NO. 2020-532

BCC APPROVED 9/22/2020

LOCALLY FUNDED AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA,
AND THE

CITY OF VENICE, FLORIDA,

FOR THE PRELIMINARY DESIGN OF IMPROVEMENTS ON LAUREL ROAD

This is an Agreement between Sarasota County, Florida, a political subdivision of the State of Florida (herein referred to as the "County") and the City of Venice, Florida, a municipal corporation of the State of Florida (herein referred to as the "City") for the County to provide the City with an aggregate sum amount for the conceptual design of improvements on Laurel Road.

WHEREAS, the County in its FY 2020 – 2024 Capital Improvement Program has included the Laurel Road Project No. 95862 (herein referred to as "CIP Project No. 95862" or Laurel Road Project) for the conceptual design of the widening of Laurel Road, from Knights Trail Road to Jacaranda Boulevard, from a two-lane to a four-lane arterial section; and

WHEREAS, the project will involve the conceptual design of improvements that include the expansion of the number of travel lanes from two to four, the addition of bike lanes, a median with turn lanes, street lighting, sidewalks, stormwater management and drainage, utilities enhancements, and intersection enhancements (herein referred to as the "Preliminary Design Project"); and

WHEREAS, the City assures the County that the Preliminary Design Project will be substantially complete within thirty-six (36) months of the transfer of funding to the City by the County as provided for under this Agreement; and

WHEREAS, the County and City entered into the Road Impact Fee Interlocal Agreement, Contract No. 90-446, for the purposes of maintaining an integrated transportation financing plan within the County and the City that is equitable and further outlines procedures for collecting and managing these fees; and

WHEREAS, funds collected pursuant to the above referenced Road Impact Fee Interlocal Agreement in the collective amount of Four Hundred Thousand Dollars (\$400,000.00) are available for CIP Project No. 95862; and

WHEREAS, the City desires to receive said funds from the County and to utilize such funds toward the Preliminary Design Project; and

WHEREAS, the County is agreeable, subject to the express terms of this Agreement, to provide Four Hundred Thousand Dollars (\$400,000.00) towards the completion of the Preliminary Design Project; and

WHEREAS, the County and the City desire to enter into this Locally Funded Agreement

to set forth the terms and conditions upon which County shall provide funding to the City for the Preliminary Design Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation in this Agreement, the County and City agree as follows:

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

2. The County agrees that it will furnish the City with an aggregate sum deposit in the amount of Four Hundred Thousand Dollars (\$400,000.00) ("Aggregate Sum Deposit") within thirty (30) calendar days of the full execution of this Agreement.

3. Proof of making the Aggregate Sum Deposit shall be provided by the County to the City and mailed to:

Linda Senne
Finance Director
City of Venice Finance Department
City of Venice
401 W. Venice Avenue
Venice, FL 34285

A copy shall be sent to:

Kathleen J. Weeden, PE, CFM, LEED AP
City Engineer
City of Venice
401 W. Venice Avenue
Venice, FL 34285

4. Failure of the County to timely deposit said Aggregate Sum Deposit shall cause this Agreement to be voidable by either party.

5. The Preliminary Design Project must be substantially completed within thirty-six (36) months of the County depositing the Aggregate Sum Deposit with the City, unless a written notice requesting an extension is provided by the City to the County prior to that date. The County Administrator or designee is authorized to approve or deny the request for extensions.

6. The City acknowledges that the Aggregate Sum Deposit funds shall be spent solely on the Preliminary Design Project consistent with Chapter 70, Article III, Section 70-100 of the Sarasota County Code. Furthermore, the Aggregate Sum Deposit shall be expended only on reasonable and customary costs associated with the preliminary design project. At this time, the

County is only providing funding for the Preliminary Design Project. The completion of the Preliminary Design Project is solely the responsibility of the City. Furthermore, the funding provided under this Agreement is based on the City's representations that the conceptual design and ultimate construction of the Laurel Road improvements will add capacity to the road system and that the Laurel Road Project will be completed in accordance with all applicable laws and regulations. Additionally, the County will be provided an opportunity to review and approve all information utilized by the City in the aforementioned capacity determination.

7. If the Laurel Road Project, conceptually designed pursuant to the Preliminary Design Project, is not under construction within seven (7) years of the date of the County's transfer of funds with the City, then the City shall reimburse the County the full amount of funding provided under this Agreement within thirty (30) calendar days from written notice from the County that the construction of the improvements has not commenced, unless a written notice extending the time frame is provided by the County Administrator or designee. The failure of the County to provide this notice shall not relieve the City of the obligations to either complete the capacity adding improvements or return the funds provided under this Agreement.

8. The Preliminary Design Project shall be pursuant to current County Unified Development Code standards.

9. Upon completion, the design prepared pursuant to the Preliminary Design Project shall be provided to the County for review and approval at 30, 60 and 90% phases. Final plans shall be provided when approved.

10. The City shall be solely responsible for providing any excess funding necessary in the event the Aggregate Sum Deposit does not provide for the full funding of the Preliminary Design Project.

11. If the final eligible impact fee Preliminary Design Project costs are less than the Aggregate Sum Deposit, the City will refund the amount by which the Aggregate Sum Deposit exceeds those costs within 30 days of written notice by the County. However, 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.

12. The City acknowledges and agrees that it is responsible for any timely requests and claims for refunds made from the City of Venice Road Facility Service District, as provided for by Chapter 70, Article III, Section 70-102 of the Sarasota County Code. This provision will survive the term of this Locally Funded Agreement.

13. The City agrees to provide County staff with quarterly progress reports identifying the Preliminary Design Project timeline and all costs expended and budgeted for the Preliminary Design Project. These reports shall be provided on the following schedule via mail to: Impact

Fee Administrator, Planning & Development Services, 1001 Sarasota Center Blvd., Sarasota, FL 34240.

For Activity in Months:	Due Dates
October, November, December	January 31
January, February, March	April 30
April, May, June	July 31
July, August, September	October 31

14. The City shall make and keep itemized records demonstrating how the funds provided under this Agreement are utilized. All costs, records and accounts may be subject to audit by a representative of the County within three (3) years after completion of the Preliminary Design Project. This provision will survive the term of this Locally Funded Agreement.

15. This Agreement shall continue in effect and be binding on the parties until the Preliminary Design Project is completed or until all of the Aggregate Sum Deposit has been returned to the County.

16. 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 express 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.

17. The City shall hold the County harmless, defend the County, and, to the express limits of Section 768.28, *Florida Statutes*, shall indemnify the County and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error or omission by the City, its agents or its employees during the performance of this Agreement. However, nothing in the foregoing shall be construed to require the City to indemnify the County for any claim, loss, damage, cost, charge or expense that results from the negligence of the County or any of its officers, agents, or employees during the performance of this Agreement. The County is providing funding under this agreement toward the Preliminary Design Project but is not in any way responsible for the quality, safety, or suitability of the Preliminary Design Project.

The County shall hold the City harmless, defend the City, and, to the express limits of Section 768.28, *Florida Statutes*, shall indemnify the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error or omission by the County, its agents or its employees during the performance of this Agreement. However, nothing in the foregoing shall be construed to require the County to indemnify the City

for any claim, loss, damage, cost, charge or expense that results from the negligence of the City or any of its officers, agents, or employees during the performance of this Agreement.

Nothing in the foregoing shall be deemed to constitute any waiver of either Party's sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.

18. The parties are insured or self-insured for all liability claims and related expenses pursuant to the provisions of Section 768.28, *Florida Statutes*. The parties' interests, as they may appear, will be protected under the provisions of Section 768.28, *Florida Statutes*.

19. The Parties acknowledge that each has shared equally in the drafting and preparation of this Agreement with the advice of their respective counsel and, accordingly, no arbitrator, mediator, court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the others and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning. In the case of a dispute concerning the interpretation of any word, phrase or provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

20. In the event of a dispute between the City and the County under this Agreement, the City Manager and the County Administrator, or their respective designees, shall review such dispute and options for resolution. The joint decision of the City Manager and the County Administrator regarding the dispute shall be final. In the event the City Manager and County Administrator are unable to agree, then the matter shall be referred to the respective Commissions, who may jointly elect to hold a joint meeting to discuss the matter. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

21. The venue for purposes of any legal action founded upon this Agreement shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, which shall have personal jurisdiction over each of the parties to the Agreement. This Agreement shall be governed by the laws of the State of Florida. The Parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

22. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement invalidated or declared unenforceable is not material to the intended operation of this Agreement.

23. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

Approved this 12 day of September 2020, as to the County.

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

"COUNTY"

SARASOTA COUNTY, a political
subdivision of the State of Florida

By the:

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: 

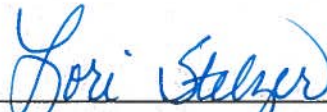
Vice Chair

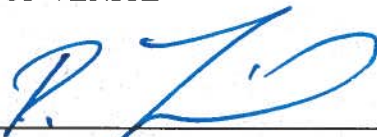
City of Venice

The City of Venice, Florida, a municipal corporation of the State of Florida, did approve this Agreement on the 26 day of August, 2020.

ATTEST:

CITY OF VENICE

By: 
Lori Stelzer, City Clerk

By: 
Ron Feinsod, Mayor

Approved as to form and correctness:

By: 
Kelly Fernandez, City Attorney

Approved By City Council

Date: 08/25/2020