

Edward Lavallee

From: James Clinch
Sent: Tuesday, August 17, 2021 4:52 PM
To: Edward Lavallee
Cc: Cordy Crane; Kathleen Weeden
Subject: Venezia Park Project - Local Funding Agreement
Attachments: Fully Executed Funding Agreement Venezia Park - 2020-129.pdf; C2021-121 - Fully executed - LFA with City of Venice - Venezia Park.pdf; 93107 - Venezia Park.pdf; Venezia Park 1st Qtr FY21 Quarterly report 01122021 w attach.pdf; RE_ LFA with City of Venice for Venezia Park.pdf

Hello Ed –

As requested, below is a brief summary of the County approval process for the use of Park Impact Fees for the Venezia Park Project:

- 1) Project sheet submitted to Sarasota County for design in 2019 including a scope of the proposed work, and the original construction budget of \$1,000,000.
- 2) Project underwent an impact fee use analysis by Tom Polk, Impact Fee Administrator, and by the County Attorney to ensure project qualifies for impact fee use and the project was approved.
- 3) Project was approved by Sarasota County for design funding of \$100,000, and Locally Funding Agreement for Use of Impact Fees 2020-129 was approved by both City Council and County Commission (2/25/20 - attached).
- 4) Design was completed and project was reviewed again by Tom Polk to ensure the project scope was applicable for the use of park impact fees (approved County project sheet #93107 attached). Original construction budget of \$1,000,000 was reduced to \$150,000 for FY21 by request of City Council based on public feedback.
- 5) Project construction funding of \$150,000 was approved through Locally Funding Agreement for Use of Impact Fees 2021-121 by City Council and County Commission (3/9/21 - attached).
- 6) Quarterly reports have been submitted to Sarasota County by the City Engineer, including detailed project information and plan updates, since the start of the project. Attached is an example from Q1 of FY21 which included the 60% design plans.
- 7) On 6/1/21 the City submitted the 100% Construction Plans and the Request for Quote package to Sarasota County for the project. Attached is the correspondence indicated the County approved the plans and the procurement process.

Hopefully this helps demonstrate the close coordination with Sarasota County throughout this project and the multiple approval steps which were necessary to authorize the use of these park impact fees. We continue to coordinate with the County on the current request for additional funding in order to proceed with the construction phase of the project.

Please let us know if you need any additional information at this time,

Thank You,

James R. Clinch, PE

Director of Public Works and Asset Management
1350 Ridgewood Avenue
Venice, FL 34292
(941) 882-7359



REQUEST FOR QUOTE

City of Venice

PUBLIC WORKS DEPARTMENT

To: Site Contractors

From: James R. Clinch, Director of Public Works

Date: 06/01/2021

Subject: REQUEST FOR QUOTE: Venezia Park Improvements

The proposed project is for the installation of a 6ft. wide asphalt walking trail, landscaping, ADA curb ramps and site furniture within Venezia Park located at 450 Nassau St. Venice FL.

SCOPE OF WORK: All improvements shall be in accordance with the attached Construction Plans. Work methods shall be as specified and specific product applications shall be as specified or an approved equal.

ATTACHMENTS:

- A) PROJECT INSURANCE REQUIREMENTS
- B) LOCATION MAP
- C) QUOTE SCHEDULE FORM (TO BE RETURNED)
- D) EXISTING CONDITION PHOTOS
- E) CONSTRUCTION PLANS
- F) SWFWMD PERMIT EXEMPTION

PROJECT SCHEDULE:

Project shall be substantially completed within 120 days of the issuance of notice to proceed.

GENERAL NOTES & CONDITIONS:

- 1) It is highly recommended that a site visit be made by the Contractor to confirm the scope of work.
- 2) Prior to start of work, Contractor shall hold an onsite Pre-Construction meeting with Public Works and Engineering staff.
- 3) Contractor shall apply for a Site Preparation Permit and ROW Use Permit through the Engineering Department (fee shall be waived). A SWFWMD permit exemption has been received for this project.
- 4) City shall provide a hydrant meter for use by the Contractor during construction. This meter may be used for construction water and for temporary irrigation for new plantings.

- 5) City will provide all construction testing services under separate contract. Contractor shall coordinate with City's testing agent to ensure tests are performed and results are satisfactory.
- 6) In accordance with Florida State Law, the selected contractor must provide proof of registration in the E-verify system: www.e-verify.gov
- 7) See sheet C-210 for the asphalt path section. Existing site soil may be used as subgrade and shall be compacted by contractor prior to base placement. Existing subgrade and base shall be mechanically compacted to min. 98% of AASHTO T-180 density.
- 8) Actual extent of site grading will be less than shown on plans. Contractor shall provide 1 ft. flat on each side of walking path, then grade to existing at 4:1 slope.
- 9) Silt fencing will not required where a vegetative buffer is in place to prevent soil transport offsite.
- 10) Concrete mix design must be submitted and approved by City representative prior to start of work. Concrete truck tickets must be submitted and match approved mix design.
- 11) Contractor shall restore all areas damaged back to original condition or better, as a result of construction including, but not limited to, landscape damage and rutting.
- 12) Contractor shall ensure all ADA slopes are met for the walking path (1% maximum cross slope, 5% maximum running slope).
- 13) Walking trail layout has been designed to limit the necessary removal of existing trees. Contractor may make field adjustments, as approved by Owner, to avoid impact to the existing park trees. Any field adjustments shall be reflected on the as-built drawings.
- 14) A retainage of 10% will be applied to all pay applications until final completion and will be paid in full as part of the final pay application.
- 15) Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective for a minimum period of one (1) year.
- 16) A City representative will be available on-site or by cell phone to coordinate all work and answer field questions.

THE DEADLINE FOR QUOTES TO BE RECEIVED IS:

06/18/21 at 1:00 PM

FOR PROJECT QUESTIONS, CONTACT JAMES CLINCH:

JCLINCH@VENICEFL.GOV

(941) 882-7359

ANY QUOTE SUBMITTED AFTER THIS DATE SHALL BE CONSIDERED A NON-RESPONSE UNLESS DEADLINE IS EXTENDED BY THE CITY

ATTACHMENT A: INSURANCE INFORMATION

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability).
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

The City of Venice
401 W. Venice Avenue
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "ACORD 2009 edition" certification of insurance form should be used.
4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor).
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease. ****NOTE**** Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and qualify for the City waiver.
5. Policy Form:
 - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
 - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
 - c) Each insurance policy required by this Contract shall:

- (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
- (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of the required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials' and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.

END OF SECTION

ATTACHMENT C – QUOTE SCHEDULE

Venezia Park Site Improvements

Item No.	Description	Unit	Qty.	Unit Price	Total
1	Mobilization	LS	1	4500	4,500.00
2	Survey (Stakeout & As-builts)	LS	1	8000	8,000.00
3	Maintenance of Traffic	LS	1	1,500.	1,500.00
4	Clearing & Grubbing	AC	1	11,500	11,500.00
5	Grading & Compaction	AC	1	12,500	12,500.00
6	Base Course, 6" Crushed Concrete (8 ft. width)	SY	2010	11.50	23,115.00
7	Asphalt, 1.5" SP 9.5 (6 ft. width)	SY	1550	16.50	25,575.00
8	Root Barrier, 24" depth	LF	1050	22.50	23,625.00
9	Concrete Curb Ramps (w/tactile surface)	EA	6	675.	4,050.00
10	Thermoplastic Pavement Markings	LS	1	3800	3,800.00
11	ADA Picnic Table	EA	5	625.	3,125.00
12	Bench	EA	4	565	2,260.00
13	Trash Receptacle (By City)	EA	9	0	0
14	Landscaping ^{TEMP} IRIZ, Mulch, Sod	LS	1	98,325	98,325.00
SUB-TOTAL:					221,875.00
10% PROJECT CONTINGENCY:					22,187.50
TOTAL LUMP SUM QUOTE:					244,062.50

1. It is the contractor's responsibility to verify all material, labor, permits and equipment necessary to complete the project prior to submitting the lump sum quote amount. All ancillary work necessary to complete the scope of work must be included in the lump sum pricing above.
2. The project contingency may only be used with prior authorization from owner, in writing.

3. The Total Lump Sum Quote will be used for quote comparison purposes.
4. Owner reserves the right to remove or reduce individual line items from the final contract issuance due to budget constraints. For example, the site furnishings may be removed from the contract if budget is insufficient.

Company Name: A.W. HUGHEY CONST. SERVICES, INC.

Authorized Representative: GARY A. SCOTT

Date: 6/18/2021

SUBMIT THIS FORM VIA EMAIL OR HARD-COPY BACK TO
jclinch@venicefl.gov or 1350 Ridgewood Ave. prior to
Friday, June 18th at 1:00 PM

LOCALLY FUNDED AGREEMENT
FOR USE OF PARK IMPACT FEES
BETWEEN
SARASOTA COUNTY, FLORIDA,
AND THE
CITY OF VENICE
FOR
THE DESIGN OF VENEZIA PARK

CONTRACT NO. 2020-129
BCC APPROVED 2/25/2020

This Locally Funded Agreement for Use of Park Impact Fees for the design of Venezia 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 (herein referred to as the "County") and the City of Venice, a municipal corporation of the State of Florida (herein referred to as the "City") (collectively the City and the County shall be referred to as the "Parties").

WITNESSETH

WHEREAS, the County and City entered into a Park Impact Fee Interlocal Agreement, County Contract No. 90-447, under which the City collects County-imposed park impact fees from new residential development within the City; and

WHEREAS, under the terms of Contract No. 90-447, the park impact fees collected by the City must be used exclusively for developing park facility projects within the City of Venice Park Facility Service District or an abutting Service District; and

WHEREAS, the City owns the property located at 450 Nassau Street, Venice which contains a public park known as Venezia Park; and

WHEREAS, based on cooperative planning discussions and a letter from the City to the County dated October 7, 2019, the City has requested the use of County Park Impact Fees collected within the City of Venice Park Facility Service District for the design of Venezia Park (the "Project"); and

WHEREAS, the County has included the Project in its FY2020-2024 Capital Improvement Program as Project 93107; and

WHEREAS, funds collected pursuant to Contract No. 90-447 are presently available for the Project; 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 park impact fee 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 contribution (the "Contribution") in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00) within thirty (30) calendar days of the execution of this Agreement.

3. The Contribution 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 provide said Contribution shall cause this Agreement to be void.

5. The Contribution shall be allocated by the City solely toward the cost of design for Venezia Park as described in the request from the City of Venice dated October 7, 2019.

6. The City acknowledges and agrees that the Contribution provided by the County under this Agreement shall be spent only on the design of Venezia Park, including reasonable and customary costs associated with said design.

7. In the event that the final Project costs are less than the Contribution, the City shall refund the amount by which the Contribution 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. Further, nothing in this Agreement shall be construed as to prevent the City from requesting additional funding from park impact fees in the future for the construction of the Venezia Park project.

8. 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.

9. 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 mutual 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 Commission/Council who may jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

10. This Agreement shall continue in effect and be binding on the Parties until the Project is completed.

11. 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.

12. 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. It is expressly noted and agreed that the County is providing funding under this agreement toward the Project but is not in any way responsible for the quality, safety, or suitability of the design of the Project. Nothing contained herein shall be deemed to constitute any waiver of either Party's sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.

13. The City agrees to require any contractors or consultants performing any services for the Project after the effective date of this Agreement to indemnify the 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 for the Project. Additionally, the City agrees to require such contractors or consultants to name the County as an additional insured on any required general liability insurance.

14. 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.

15. 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.

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

17. 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.

18. 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.

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

20. The City and County hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to a jury trial are waived.

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: 941-441-7285
Email: kweeden@venicegov.com

County's Representative:

Name: Nicole Rissler
Title: Director, Parks, Recreation and
Natural Resources
Address: 1660 Ringling Blvd., 5th Fl.
Sarasota, FL 34236

Telephone: 941-780-2510
Email: nrissler@scgov.net

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written this 25 day of February, 2020.

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:

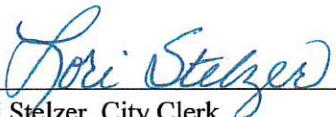
By: _____

County Attorney *CRM*

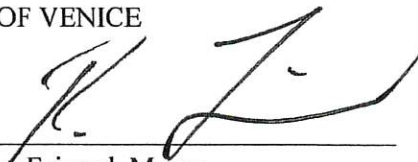
City of Venice

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 11th day of December 2019.

ATTEST:

By: 
Lori Stelzer, City Clerk

CITY OF VENICE

By: 
Ron Feinsod, Mayor

Approved as to form and correctness:

By: 
City Attorney

Approved By City Council

Date: 12/10/19

Department: Parks, Recreation and Natural Resources	Category: Parks and Recreation
Project #: 93107	Project Title: City of Venice Venezia Park Improvements
District: District #5	Location: 501 Harbor Drive South, Venice, FL 34285
Status: Existing Project - Additional Funding Programmed	LMS: No

Comprehensive Plan Information

CIE Project: No Plan Reference: LOS/Concurrency: Yes Project Need: Growth, Deficiency

Expenditure Plan

<u>Appropriated to Date</u> 100,000	<u>Estimated Expenditures</u> (100,000)	<u>Estimated Carryover at 9/30/2020</u> 0
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Project Activities	Prior Years	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total thru FY 2025	Beyond FY 2025
Design/Engineering	100,000	0	0	0	0	0	100,000	0
Construction	0	150,000	0	0	0	0	150,000	0
Total Cost	100,000	150,000	0	0	0	0	250,000	0

Total Budgetary Cost Estimate: 250,000

Description and Scope

This project proposes, but is not limited to, the construction of park amenities, including removal of nuisance/invasive plant species and construction an accessible trail with landscaping, parking, water features, and a pavilion.

Rationale

This project is consistent with the City of Venice's unadopted Parks Masterplan and would increase capacity at this park.

Funding Strategy

This project would be funded utilizing City of Venice Park Impact Fee District Funds.

Operating Budget Impacts
Project Map

Programmed Funding

Timing	Amount
Programmed Funding	250,000
Appropriated to Date	100,000
FY 2021	150,000
FY 2022	0
FY 2023	0
FY 2024	0
FY 2025	0
Future Funding	0

Means of Financing

Funding Source	Amount
City of Venice Park Impact Fees	250,000

Total Programmed Funding:	250,000
Future Funding Requirements:	0

From: [Brie Ondercin](#)
To: [James Clinch](#)
Cc: [Kathleen Weeden](#)
Subject: RE: LFA with City of Venice for Venezia Park
Date: Tuesday, June 1, 2021 1:10:38 PM
Attachments: [image002.png](#)
[image010.png](#)
[image012.png](#)
[image016.png](#)

Thanks, James.

Looks good. I like the site plan. When the time comes, please let me know when the quotes come in and who you award the project to. With current costs of materials and construction skyrocketing, I hope the quotes come in on budget.

Thanks,

Brie W. Ondercin, CPRP
Land Acquisition Coordinator
Park Planning and Development Division
Sarasota County Parks, Recreation and Natural Resources
1660 Ringling Blvd, Sarasota, FL 34236
Cell: 941-349-7236
Email: bonderci@scgov.net
Web: www.scgov.net



All email sent to and from Sarasota County Government is subject to the public record laws of the State of Florida. To learn more about Florida's Sunshine Law click [here](#).

From: James Clinch <JClinch@venicefl.gov>
Sent: Tuesday, June 1, 2021 10:54 AM
To: Brie Ondercin <bonderci@scgov.net>
Cc: Kathleen Weeden <KWeeden@venicefl.gov>
Subject: RE: LFA with City of Venice for Venezia Park

Caution: This email originated from an external source. Be Suspicious of Attachments, Links and Requests for Login Information

Hello Brie –

We are issuing the Request for Quotes package today to around 10 local contractors for

project quotes. The RFQ package is attached for your reference. Please let us know if you have any questions or comments and we will reach back out once we receive project quotes back.

Thank You,

James R. Clinch, PE
Director of Public Works and Asset Management

From: James Clinch
Sent: Wednesday, March 24, 2021 3:32 PM
To: Brie Ondercin <bonderci@scgov.net>
Subject: RE: LFA with City of Venice for Venezia Park

Catching up on my e-mails and just saw this one! This answer looks great and was kind of what we were hoping for. We will ensure that the procurement meets all the City requirements and that It is documented as such.

Thanks for following up!

James R. Clinch, PE
Director of Public Works and Asset Management

From: Brie Ondercin <bonderci@scgov.net>
Sent: Wednesday, March 24, 2021 1:27 PM
To: James Clinch <JClinch@Venicegov.com>
Subject: FW: LFA with City of Venice for Venezia Park

Hi James,

I heard back from our Procurement and Contracts Manager. Please see the thread below. The highlighted email below should address your questions.

Please let me know if you have additional questions or would like to further discuss.

Thanks,

Brie W. Ondercin, CPRP
Land Acquisition Coordinator
Park Planning and Development Division
Sarasota County Parks, Recreation and Natural Resources
1660 Ringling Blvd, Sarasota, FL 34236
Cell: 941-349-7236
Email: bonderci@scgov.net
Web: www.scgov.net



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From: Jessica Kashary <jkashary@scgov.net>

Sent: Wednesday, March 24, 2021 12:59 PM

To: Rebekka Skwire-Cline <rccline@scgov.net>; Brie Ondercin <bonderci@scgov.net>; Teri Stabler <tstabler@scgov.net>

Cc: Shelia Roberson <sroberson@scgov.net>

Subject: RE: LFA with City of Venice for Venezia Park

I would believe, based on how this is written, they just need to comply with their own policies/applicable laws and would need to keep evidence of compliance so we could audit that if requested.

Jessica A. Kashary

Procurement and Contracts Manager

Office of Financial Management

1660 Ringling Blvd., 3rd. Floor

Sarasota, FL 34236

Tel: 941-861-5118

Cell: 941-200-0848

Email: jkashary@scgov.net

Web: www.scgov.net



All vendors wishing to do business with Sarasota County must be registered with Periscope S2G (formerly BidSync).

Go to <https://prod.bidsync.com/sarasota-county> to register.

For registration assistance, contact Periscope S2G at s2g-support@periscopeholdings.com or 1-800-990-9339.

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From: Rebekka Skwire-Cline <rcline@scgov.net>

Sent: Wednesday, March 24, 2021 12:57 PM

To: Brie Ondercin <bonderci@scgov.net>; Teri Stabler <tstabler@scgov.net>; Jessica Kashary <jkashary@scgov.net>

Cc: Shelia Roberson <sroberson@scgov.net>

Subject: RE: LFA with City of Venice for Venezia Park

The City and the County would each be subject to applicable Florida statutes for the design (Section 287.055) and construction (Section 255.20 and others) of the work. I recall that in the past, when we have provided money to a third party for them to use for projects, we have sometimes included a general reference to County procurement policy in the agreement. I'll defer to Jessica if without that reference, they would need to follow our policies or just their own (and other applicable law).

Rebekka Cline, CPPB
941-363-1267

From: Brie Ondercin <bonderci@scgov.net>

Sent: Wednesday, March 24, 2021 12:01 PM

To: Teri Stabler <tstabler@scgov.net>; Rebekka Skwire-Cline <rcline@scgov.net>; Jessica Kashary <jkashary@scgov.net>

Cc: Shelia Roberson <sroberson@scgov.net>

Subject: FW: LFA with City of Venice for Venezia Park

Hi Teri, Reba Jessica,

I was hoping to circle back around with you on this. The City of Venice posed several questions below regarding their Locally Funded Agreement and if there are any procurement methods or requirements by the county that they need to follow. The LFA doesn't state any so I'm trying to find clarification. Teri, you're earlier email suggested that the county's procurement requirements would apply here but I'm not seeing where a policy states this.

Jessica, perhaps you might have some insight. Attached is the LFA between the county and city. Any help you can provide would be greatly appreciated!

Thanks,

Brie W. Ondercin, CPRP
Land Acquisition Coordinator
Park Planning and Development Division
Sarasota County Parks, Recreation and Natural Resources
1660 Ringling Blvd, Sarasota, FL 34236
Cell: 941-349-7236
Email: bonderci@scgov.net

Web: www.scgov.net



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From: Brie Ondercin
Sent: Tuesday, March 16, 2021 11:53 AM
To: Teri Stabler <tstabler@scgov.net>; Rebekka Skwire-Cline <rcline@scgov.net>
Cc: Shelia Roberson <sroberson@scgov.net>
Subject: RE: LFA with City of Venice for Venezia Park

Ok. Thanks, Teri. I don't know that we've ever required this in the past for COV or other municipalities with projects funded through LFAs. I've done quite a few LFAs and this is the first time these questions have been raised.

Thanks,

Brie W. Ondercin
Cell: 941-349-7236

From: Teri Stabler <tstabler@scgov.net>
Sent: Tuesday, March 16, 2021 11:41 AM
To: Brie Ondercin <bonderci@scgov.net>; Rebekka Skwire-Cline <rcline@scgov.net>
Cc: Shelia Roberson <sroberson@scgov.net>
Subject: RE: LFA with City of Venice for Venezia Park

Hi Brie. The County would require formal competition for a contractor's services or at a minimum utilize existing contractors (General) with the prequalified quote process. Because we are funding the project, I imagine our procurement rules would be applicable. Reba – what are your thoughts? Maybe ask Jessica for her opinion?

Teri Stabler
(941) 228-7015

From: Brie Ondercin <bonderci@scgov.net>
Sent: Tuesday, March 16, 2021 9:55 AM
To: Teri Stabler <tstabler@scgov.net>; Rebekka Skwire-Cline <rcline@scgov.net>

Cc: Shelia Roberson <sroberson@scgov.net>

Subject: FW: LFA with City of Venice for Venezia Park

Hi Teri and Reba,

Attached is an executed Locally Funded Agreement between the county and COV. The city's project manager has asked questions relating to the method for procuring a contractor. Please see below. The LFA does not specifically state methods required by the county for how the city should procure a contractor. Could you please let me know if we have requirements for municipalities with LFAs. I would think it would be stated in the LFA, but since it's not, I was hoping you could provide a responses/answers.

Thanks,

Brie W. Ondercin, CPRP

Land Acquisition Coordinator

Park Planning and Development Division

Sarasota County Parks, Recreation and Natural Resources

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From: James Clinch <JClinch@Venicegov.com>

Sent: Friday, March 12, 2021 11:54 AM

To: Brie Ondercin <bonderci@scgov.net>

Subject: RE: LFA with City of Venice for Venezia Park

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Hello Brie –

A couple quick questions as we get close to construction procurement:

1. The City's purchasing threshold allows for projects under \$250,000 (such as this) to be

sent out to a minimum of 3 contractors and receive quotes. This project would not normally have to be publicly advertised for bid based on the value and the City rules. We would plan to send the Request for Quote package out to at least 10 local contractors for quotes, but I want to check if there is any requirement to publically post and advertise, so we can plan accordingly.

2. Are there any special provisions or forms that the County would require within the Request for Quote package. I do see in section 14 that any contractor must indemnify the County for the project, so that will be included.
3. Any other rules or special provisions we should be aware of before getting into procurement?

Thanks for the help!

James R. Clinch, PE
Director of Public Works and Asset Management

From: Brie Ondercin <bonderci@scgov.net>
Sent: Friday, March 12, 2021 11:37 AM
To: James Clinch <JClinch@Venicegov.com>
Subject: RE: LFA with City of Venice for Venezia Park

Sounds good. Glad you're approaching the finish line on design.

Brie W. Ondercin, CPRP
Land Acquisition Coordinator
Park Planning and Development Division
Sarasota County Parks, Recreation and Natural Resources
1660 Ringling Blvd, Sarasota, FL 34236
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From: James Clinch <JClinch@Venicegov.com>
Sent: Friday, March 12, 2021 11:27 AM
To: Brie Ondercin <bonderci@scgov.net>; Kathleen Weeden <KWeeden@Venicegov.com>

Cc: Danielle Lewis <DLewis@Venicegov.com>

Subject: RE: LFA with City of Venice for Venezia Park

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Great news, thanks Brie!

We are working towards 100% plans and bid specs now.

James R. Clinch, PE

Director of Public Works and Asset Management

From: Brie Ondercin <bonderci@scgov.net>

Sent: Friday, March 12, 2021 11:20 AM

To: Kathleen Weeden <KWeeden@Venicegov.com>; James Clinch <JClinch@Venicegov.com>

Cc: Danielle Lewis <DLewis@Venicegov.com>

Subject: LFA with City of Venice for Venezia Park

Caution: This email originated from an external source. Be Suspicious of Attachments, Links and Requests for Login Information

Hi Kathleen and James,

Attached is the fully executed LFA with City of Venice for Venezia Park. It was approved by the county commission earlier this week. I expect the original via interoffice mail soon. Once received, we will mail it to Danielle Lewis.

Thank you,

Brie W. Ondercin, CPRP

Land Acquisition Coordinator

Park Planning and Development Division

Sarasota County Parks, Recreation and Natural Resources

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