

LOCALLY FUNDED AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA,
AND THE
CITY OF VENICE
FOR INTERSECTION IMPROVEMENTS ON S. HARBOR DRIVE AT
AIRPORT AVENUE/BEACH 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, a municipal corporation of the State of Florida (herein referred to as the "City") for the County to provide the City with funding towards intersection improvements on S. Harbor Drive at Airport Avenue/Beach Road.

WHEREAS, the County in its Fiscal Year 2016 - 2020 Capital Improvement Program has included intersection improvements on S. Harbor Drive at Airport Avenue/Beach Road (referred to as the "CIP Project No. 95731") increasing intersection capacity by the addition of a dedicated right turn lane from northbound S. Harbor Drive to eastbound Airport Avenue and/or an installation of a modified roundabout (referred to as the "Project") and further described in the attached Exhibit "A"; and

WHEREAS, the City assures the County that the CIP Project No. 95731 will be substantially complete by December 31, 2018, with all necessary planning, engineering and construction; and

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

WHEREAS, certain funds collected pursuant to the above referenced Road Impact Fee Interlocal Agreement are presently available for the Project in CIP Project No. 95731; and

WHEREAS, the City desires to receive said funds from County and to utilize such funds toward intersection improvements on S. Harbor Drive at Airport Avenue/Beach Road to commence design by August 31, 2016; and

WHEREAS, the County is agreeable, subject to the express terms of this Agreement, to provide Five Hundred Thousand Dollars (\$500,000.00) toward the completion of the Project; and

WHEREAS, the road impact fee funds for the S. Harbor Drive at Airport Avenue/Beach Road will be used for the advancement of improvements which will result in increased capacity to the road system; 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 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 Five Hundred Thousand Dollars (\$500,000.00) within thirty (30) calendar days of the County's execution of this Agreement.

3. The aggregate 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 aggregate sum deposit shall cause this Agreement to be void.

5. The aggregate sum deposit shall be used by the City solely for the completion of the Project by December 31, 2018, unless a written request for a project extension is provided to the County prior to that date. The County Engineer is authorized to approve an extension of up to two (2) years if the project has commenced and will be finished within the two-year extension.

6. The City acknowledges that the aggregate sum deposit funds shall be spent solely on the Project consistent with Chapter 70, Article III, Section 70-100 of the Sarasota County Code and the project description attached as Exhibit A. Furthermore, the aggregate sum deposit shall be expended only on reasonable and customary costs associated with the Project which increases intersection capacity by the addition of a dedicated right turn lane from northbound S. Harbor Drive to eastbound Airport Avenue and/or an installation of a modified roundabout.

7. The City acknowledges that the Project is an allowable use of the funding provided under this Agreement so long as it results in the completion of capacity adding improvements to the road network. Should the City choose an alternative approach that does not result in additional capacity as determined by the County Engineer for the intersection noted above, then the City shall reimburse the County the full amount of funding provided under this Agreement back to the County. Furthermore, if no capacity adding improvements are under construction by December 31, 2018, 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 City acknowledges 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.

9. 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 Project.

10. If the final road impact fee eligible costs for the Project design are less than the aggregate sum deposit, the City will refund the amount by which the aggregate sum deposit exceeds those costs unless the County approves use of said funding on the next phase of the Project recognizing that all funding is ultimately contingent on the construction of capacity adding improvements at the intersection noted above. Notwithstanding any other provisions of this Agreement, 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.

11. The City agrees to provide the County with quarterly progress reports identifying the Project timeline and costs expended and budgeted for the 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

12. All costs, records and accounts may be subject to audit by a representative of the County within three (3) years after final closeout of the Project. No separate records will be required to be kept by the City unless required by regulatory requirements.

13. This Agreement shall continue in effect and be binding on the parties until the Project is completed or the aggregate sum deposit has been expended.

14. 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.

15. 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 Project but is not in any way responsible for the quality, safety, or suitability of the design or the construction of the Project. 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*.

16. 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 thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

17. 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 ____ day of _____ 2016, as to the County.

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FL

By: _____
Alan Maio, Chairman

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"

CIP Project Detail Sheet for S. Harbor Drive at Airport Avenue/Beach Road

Sarasota County Government FY2016 through FY2020 Capital Improvement Program							
Project: 95731		Title: S. Harbor Drive @ Airport/Beach Rd. Intersection Improvements			Status: Proposed		
Category: Traffic Circulation		BusinessCenter		Transportation & Real Estate		LMS: No	
Comprehensive Plan Information				Project Location			
CIE Project: Yes		Plan Reference: Table 10-3		District: District #5			
LOS/Concurrency: Yes		Project Need: Growth		Location: Intersection at S. Harbor Drive & Airport/Beach Rd.			
Programmed Funding							
Programmed Funding	Appropriated To Date	Budgeted 2016	2017	2018	Non-Appropriated Programmed CIP Funding		Future Funding
500,000	0	500,000	0	0	2019	2020	0
Definition and Scope							
This project provides increased intersection capacity by the addition of a dedicated right turn lane from northbound S. Harbor Drive to eastbound Airport Ave. and/or an installation of a modified roundabout. Additional pedestrian and bicycle safety enhancements will be installed within the corridor. Based on initial evaluation of the project, adequate right-of-way (ROW) appears to exist. These are both County owned/maintained roads; therefore, coordination will be required during design and construction.							
Rationale							
During peak traffic flow, left turn traffic stacks up on westbound Airport Avenue. Since this intersection is not stop controlled, drivers have a difficult time finding an appropriate safe spacing to make the left turn given the high volume of vehicular, bicycle and pedestrian traffic in the vicinity. This is especially difficult during peak season and special events. The addition of a right turn lane well before the intersection would allow eastbound traffic onto Airport Avenue to be removed from the intersection and allow increased opportunity for a safe left turn from westbound Airport Avenue to southbound S. Harbor Drive.							
Funding Strategy							
This project is funded through road impact fees collected in the City of Venice Road Facility Service District to complete design, permitting, and construction of the proposed intersection improvements.							
Operating Budget Impacts							
Operating and Maintenance expenses will be completed by Sarasota County since this intersection is currently within County ROW. Operating impact will vary depending on the final construction plan.							
Project Map				Schedule of Activities			
				Project Activities		From - To	Amount
				Project Management		10/15 - 09/16	20,000
				Design/Engineering		10/15 - 09/16	480,000
Total Budgetary Cost Estimate:						500,000	
Means of Financing							
Funding Source				Amount			
City of Venice Road Impact Fees				500,000			
Total Programmed Funding:						500,000	
Future Funding Requirements:						0	