

CONTRACT NO. 2017-114
BCC APPROVED 02/07/17

MOBILITY FEE COLLECTION INTERLOCAL AGREEMENT

2775.B

THIS AGREEMENT is made this 7th day of February, 2017, by and between the CITY OF VENICE (City), a Florida municipal corporation, and SARASOTA COUNTY (County), a Political Subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the City and County have long partnered together regarding the collection of County imposed road impact fees within the municipal boundaries of the City; and

WHEREAS, the County has recently adopted Ordinance 2015-051, which establishes a system of mobility fees that are intended to replace road impact fees; and

WHEREAS, the mobility fee system creates a municipal mobility fee service district that corresponds to the geographic boundaries of the City; and

WHEREAS, the City and the County agree that the collection of mobility fees on development within the boundaries of the City is best accomplished by the City in accordance with the terms of this Agreement; and

WHEREAS, the City and the County agree that the collection of mobility fees on development within the boundaries of the City is in the best interest of the City, the County and the general public;

NOW, THEREFORE, for and in consideration of mutual covenants and obligations set forth herein, the City and County agree as follows:

I. Calculation and Collection of Mobility Fees and Service Charges.

- a. Mobility fees and service charges calculated and imposed pursuant to Sarasota County Ordinance No. 2015-051, as codified in Chapter 70, Article XII of the Sarasota County Code, shall be collected by the City at the time of issuance of a certificate of occupancy by the City.
- b. The City shall calculate the mobility fee due based on the Mobility Fee Rate Tables in Section 70-522 of the Sarasota County Code, as the same may be amended from time to time. When the County adopts any revised mobility fee rates, the County will provide written notice of such revised rates to the City and the City will then utilize those rates in calculating and collecting mobility fees.
- c. Service charges shall be established by resolution of the Board of County Commissioners consistent with the Florida Impact Fee Act (Section 163.31801, Florida Statutes) as part of the annual review of mobility fees

or at such other time as deemed necessary. The service charge shall be allocated between the City and County as set forth in the resolution.

- d. The service charge is in addition to and shall be paid separately from the mobility fee, but, shall also be payable at the time of certificate of occupancy issuance.

II. Transfer of Mobility Fee and Service Funds.

- a. All mobility fee funds and service charges collected by the City shall be properly identified as Mobility Fee Funds and Mobility Fee Service Charge Funds and, with the exception of the portion of the service charge imposed to defray the City's administrative expenses, shall be transferred from the City to the County once each month by wire transfer on the last working day of the month beginning with the effective date of this Agreement.
- b. Mobility fees received by the County from the City shall be placed in the corresponding Mobility Fee Fund established pursuant to Section 70-515 of the Sarasota County Code, which shall be an interest-bearing account. Interest earned in such Fund shall be used solely for Transportation Facility projects pursuant to Chapter 70, Article XII of the Sarasota County Code.
- c. Service charges received by the County shall be deposited to the appropriate County funds within five (5) working days of receipt. Service charges retained by the City shall be deposited to the appropriate City fund within five (5) working days of receipt.

III. Programming of Mobility Fees.

- a. Through the processes outlined below, the City shall be given the opportunity to assist the County with the development of the Sarasota County Capital Improvement Program regarding Transportation Facilities to be funded with the annual programming of mobility fees collected by and within the City under this Agreement.
- b. The expenditure of mobility fees must benefit new development.
- c. Except as provided below, the County will spend all mobility fees collected within the City on Transportation Facilities within the service district that corresponds to the corporate boundaries of the City.
- d. Between January 1st and February 28th of each calendar year, the respective County and City staff will coordinate and collaborate in the development of the County's Capital Improvements Program regarding Transportation Facilities to be funded with mobility fees collected under

this Agreement for the upcoming fiscal year. Any such Transportation Facility project proposals are to include sufficient information for proper evaluation of the eligibility for mobility fee funding as well as the public benefits to be derived from the project. This information includes, but is not limited to, engineer cost estimates for the design, permitting and construction of the project, cost estimates for any property acquisitions needed for the project, the anticipated project schedule, relevant traffic data, and a statement of how the project adds mobility capacity consistent with the mobility fee methodology. If there are any disputes between the City and the County staff as to the programming of mobility fees collected under this Agreement for the upcoming fiscal year, then either party may seek to resolve such dispute through the dispute resolution process set forth in Section XI below.

- e. If the County desires to utilize mobility fees collected within the City on a Transportation Facility outside of the corporate boundaries of the City, the County will only do so consistent with Section 70-516 of the Sarasota County Code and with the consent of the City, which consent shall not be unreasonably withheld. The County must submit a written request to the City by March 1st of the fiscal year prior to the fiscal year during which funding for the Transportation Facility is sought to be included in the County's Capital Improvements Program. If the City objects to the funding of the Transportation Facility, the City Council must adopt a resolution within sixty (60) days of the receipt of the written request from the County that sets forth the basis of such objection. The failure to pass such a resolution will constitute the City's consent to the expenditure of funds as set forth in the County's written request. If the City does pass a resolution objecting to the use, then the County may seek to resolve such dispute through the dispute resolution process set forth in Section XI below.

IV. Accounting of Funds.

- a. The County Finance Department shall maintain the records of the Mobility Fee Fund.
- b. The County Finance Department shall provide quarterly financial reports to the City, which reports shall include a year-to-date Trial Balance, a Revenue Comparison Report (year-to-date versus estimated fiscal year) and a Statement of Encumbrances and Expenditures versus Appropriations (year-to-date).

V. Indemnity.

The County shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against all liability, claims, suits, costs and attorney fees in any manner resulting from or arising out of the establishment and

County administration of the mobility fee system, Chapter 70, Article XII of the Sarasota County Code or any future amendments or successors thereto, unless caused by the sole negligence of the City or its officers, agents or employees.

VI. Duty to Defend.

The City shall promptly notify the County of all claims or suits within the scope of Section V. The County shall defend all such claims at the sole cost and expense of the County unless it is determined that the claim or liability is based upon the sole negligence or breach of this Agreement by the City or its officers, agents or employees.

VII. Duration.

- a. This Agreement shall remain in full force and effect unless terminated by the parties hereto pursuant to the procedure set forth herein.
- b. Either the City or the County may terminate this Agreement effective the next succeeding September 30th by delivering written notice to the other party on or before March 1st.

VIII. Amendment of the Agreement.

This Agreement may be amended only by the mutual consent of the parties, and in the same manner as the original adoption of this Agreement.

IX. Further Assurances.

The County and City agree to perform the provisions of this Agreement in good faith and to take no actions in conflict with the terms or intent of this Agreement. The County and City agree in good faith to take all actions necessary to implement the terms and intent of this Agreement. The County shall file a fully executed original of this Agreement with the Clerk of Court of Sarasota County.

X. Conflict.

In the event of any conflict between the terms of this Agreement and either the Sarasota County Code or City Code, each party agrees to take appropriate actions to resolve such conflict within a reasonable time.

XI. Dispute Resolution.

In the event of a dispute between the City and County under this Agreement, designated representatives of the City Manager and the County Administrator 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

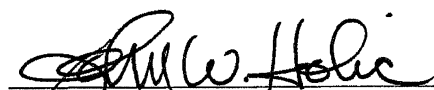
regarding the dispute shall be final. In the event the City Manager and County Administrator are unable to agree, the matter shall be referred to the County Commission and City Council to be resolved in a joint meeting. The City and County agree that any joint meeting requested under this section will be scheduled and held within thirty (30) days of the receipt of written notice of the request. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

XII. Effective Date.

This Agreement shall be effective upon adoption by both parties hereto.

IN WITNESS WHEREOF, the CITY OF VENICE, FLORIDA, has caused this Agreement to be executed by its Mayor and affixed its official seal, attested to by its Clerk, pursuant to the authorization of the Venice City Commission, and SARASOTA COUNTY, FLORIDA, has caused this Agreement to be executed by its Chair and affixed its official seal, attested to by its Clerk, pursuant to the authorization of its Board of County Commissioners, on the day and year indicated below.

CITY OF VENICE, FLORIDA


By: John Holic, Mayor

Date: 12/13/2016

ATTEST:


City Clerk

Approved By City Council

Date: 12/13/2016

Approved as to form and correctness:


City Attorney

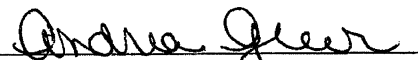
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA


Chair

Date: 2-07-17

ATTEST:

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

By: 
Deputy Clerk

Approved as to form and correctness:


County Attorney *LM*