

LOCALLY FUNDED AGREEMENT  
BETWEEN SARASOTA COUNTY, FLORIDA,  
AND THE  
CITY OF VENICE  
FOR IMPROVEMENTS AT PINEBROOK/EDMONDSON INTERSECTION

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 an aggregate amount toward improvements at Pinebrook/Edmondson intersection.

WHEREAS, the County in its Fiscal Year 2016 - 2020 Capital Improvement Program has included improvements at Pinebrook/Edmondson intersection (referred to as the "CIP Project No. 95726") which includes increasing intersection capacity by the addition of two right turn lanes at the Pinebrook and Edmondson Road intersection (referred to as the "Project") and further described in the attached Exhibit "A"; and

WHEREAS, the City assures the County that the improvements at the Pinebrook/Edmondson intersection 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. 95726; and

WHEREAS, the City desires to receive said funds from County and to utilize such funds toward intersection improvements at Pinebrook/Edmondson intersection 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 Pinebrook/Edmondson intersection 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 plans for the capacity adding improvements at Pinebrook/Edmondson intersection.

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 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.

<b>For Activity in Months:</b>	<b>Due Dates</b>
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 Pinebrook/Edmondson Intersection Improvements

Sarasota County Government FY2016 through FY2020 Capital Improvement Program																			
Project: 95726		Title: Pinebrook/Edmondson 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 #4															
LOS/Concurrency: Yes		Project Need: Growth		Location: Intersection of Pinebrook Rd. & Edmondson 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 two right turn lanes at the Pinebrook and Edmondson Road intersection. 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 within the Edmondson Road corridor and a City-owned parcel on the southeast corner of the intersection. Both of these roadways are County-owned and maintained and the County staff concurs with the proposed improvements.																			
Rationale																			
During peak traffic flow, through right turn traffic is delayed on both westbound Edmondson and northbound Pinebrook Road at the Pinebrook/Edmondson intersection. The addition of two right turn lanes or modified roundabout will allow through traffic to stage in a separate lane without impeding the right turn traffic flow. In addition, due to the proposed improvements through the Ribbons of Venice Program, Edmondson will become a major multi-modal connection point between Legacy Trail, the Carlton Preserve and eventually Deer Creek Preserve. Based on the anticipated increased traffic volumes, enhancements are also necessary to improve pedestrian and bicycle safety within this corridor.																			
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															
				<table border="1"> <thead> <tr> <th>Project Activities</th> <th>From - To</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Project Management</td> <td>10/15 - 09/16</td> <td>20,000</td> </tr> <tr> <td>Design/Engineering</td> <td>10/15 - 09/16</td> <td>480,000</td> </tr> <tr> <td colspan="2"><b>Total Budgetary Cost Estimate:</b></td> <td><b>500,000</b></td> </tr> </tbody> </table>				Project Activities	From - To	Amount	Project Management	10/15 - 09/16	20,000	Design/Engineering	10/15 - 09/16	480,000	<b>Total Budgetary Cost Estimate:</b>		<b>500,000</b>
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