

## MEMORANDUM

Date: October 26, 2015

**TO:** Dave Bullock, Town Manager

**FROM:** Juan Florensa, Public Works Director

**SUBJECT:** Interlocal Agreement with Sarasota County to Provide Road Impact Fee Funding for Turn-Lane Improvements on Gulf of Mexico Drive in the Vicinity of Country Club Shores (CIP Project No. 95901)

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Sarasota County and the Town of Longboat Key entered into a Road Impact Fee Interlocal Agreement for the purpose of maintaining an integrated transportation financing plan within the Sarasota County portion of Longboat Key. The Interlocal Agreement is an equitable partnership and outlines procedures for collecting and managing the road impact fees.

The Town is utilizing a portion of these funds for a Preliminary Development and Environment Study and Preliminary Engineering Study (PD&E Studies) to provide left-turn lane improvements in the vicinity of Country Club Shores.

This has been discussed at past Town Commission meetings and is consistent with their direction to staff.

The Interlocal Agreement has been placed on the November 2, 2015 Regular Meeting agenda for Commission consideration and formal action.

LOCALLY FUNDED AGREEMENT  
BETWEEN SARASOTA COUNTY, FLORIDA,  
AND THE  
TOWN OF LONGBOAT KEY  
FOR THE GULF OF MEXICO DRIVE IMPROVEMENTS

This is an Agreement between Sarasota County, Florida, a political subdivision of the State of Florida (herein referred to as the "County") and the Town of Longboat Key, a municipal corporation of the State of Florida (herein referred to as the "Town") for the County to provide the Town with an aggregate sum amount to provide for turn-lane improvements on Gulf of Mexico Drive.

WHEREAS, the County in its Fiscal Year 2016 - 2020 Capital Improvement Program has included the turn-lane improvements along State Road 789 Gulf of Mexico Drive (referred to as "CIP Project No. 95901") which includes the planning, engineering, and design of approximately 0.88 miles of center turn lane additions on Gulf of Mexico Drive within the jurisdictional limits of the Town of Longboat Key within Sarasota County (referred to as the "Project") and further described in the attached Exhibit "A"; and

WHEREAS, the schedule recognizes the Project shall commence in 2016; and

WHEREAS, the County and Town entered into the Road Impact Fee Interlocal Agreement between the Town of Longboat Key and Sarasota County, Contract No. 2002-062, for the purpose of maintaining an integrated transportation financing plan within Sarasota County and the Town of Longboat Key that is equitable and further outlines procedures for collecting and managing these road impact fees; and

WHEREAS, funding collected pursuant to the above referenced Road Impact Fee Interlocal Agreement is available for the Project in CIP Project No. 95901; and

WHEREAS, the Town desires to receive a portion of said funds from County and to utilize such funds toward a Preliminary Development and Environment study and the Preliminary Engineering study for the Project (collectively referred to as the "Preliminary Studies"); and

WHEREAS, the County is agreeable, subject to the express terms of this Agreement, to provide Sixty-Five Thousand Dollars (\$65,000.00) from CIP Project 95901 for the Preliminary Studies; and

WHEREAS, the Preliminary Studies will be used for the advancement of improvements which would result in increased capacity to the road network; and

WHEREAS, US 789 is a State Maintained facility, therefore the Florida Department of

Transportation (FDOT) will use FDOT Regulation standards for the Project; and

WHEREAS, the County and the Town desire to enter into this Locally Funded Agreement to set forth the terms and conditions upon which County shall provide funding to the Town for the Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation in this Agreement, the County and Town 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 Town with an aggregate sum deposit in the amount of Sixty-Five Thousand Dollars (\$65,000.00), within thirty (30) calendar days of the County's execution of this Agreement.

3. The aggregate sum deposit shall be made to the Town and mailed as follows:

Susan Smith, Finance Director  
Town of Longboat Key Finance Department  
501 Bay Isles Road  
Longboat Key, FL 34228

A copy shall be sent to:

Juan Florensa, Public Works Director  
Town of Longboat Key Public Works Department  
600 General Harris Street  
Longboat Key, FL 34228

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 Town solely for the completion of the Preliminary Studies of the Project and shall be encumbered in the form of an executed consultant agreement for the Preliminary Studies PD&E Study to be completed by September 30, 2016, unless a written notice of project extension is provided to the County prior to that date and approved by the County Administrator or designee.

6. The Town acknowledges that the aggregate sum of deposited 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 Preliminary Studies for the capacity adding improvements to Gulf of Mexico Drive.

7. The Town acknowledges that the Preliminary Studies 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 Town and/or FDOT choose an alternative approach under the Preliminary Studies that does not result in additional capacity as determined by the County Engineer, then the Town shall reimburse the full amount of funding provided under this Agreement back to the County. Furthermore, if no capacity adding improvements are under construction by October 1, 2018, then the Town shall reimburse the County the full amount of funding provided under this Agreement within thirty (30) calendar days of notice from the County, unless a written notice extending the time frame is provided by the County Administrator or designee.

8. The Town acknowledges that it is responsible for any timely requests and claims for refunds made from the Town of Longboat Key Road Facility Service District, as provided for by Chapter 70, Article III, Section 70-102 of the Sarasota County Code.

9. The Town 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 Studies for the Project.

10. If the final road impact fee eligible Project costs are less than the aggregate sum deposit, the Town will refund the amount by which the aggregate sum deposit exceeds those costs. Notwithstanding any other provisions of this Agreement, failure of the County to request the refund from the Town shall not relieve the Town from its obligation to refund the amount determined on final accounting.

11. The Town 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 certified 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 Town 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 Town 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 Town, its agents or its employees during the performance of this Agreement. However, nothing in the foregoing shall be construed to require the Town 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 \_\_\_\_\_ 2015, as to the County.

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

Town of Longboat Key

The Town of Longboat Key, Florida, a municipal corporation of the State of Florida, did approve this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

TOWN OF LONGBOAT KEY

By: \_\_\_\_\_

Trish Granger  
Town Clerk

By: \_\_\_\_\_

Jack Duncan, Mayor

Approved as to form and correctness:

By: \_\_\_\_\_

Town Attorney

Attachment "A"

SR 789 Gulf of Mexico Drive Southern Center Lane

Southern  
Limit of  
existing  
center turn  
lane. 450 Blk.  
SR789/GMD.  
Begin Sta. 250  
South to New  
Pass Bridge



Northern  
Limit of  
existing  
center turn  
lane. 100 Blk.  
SR789/GMD.  
Begin Sta.  
291 North to  
Bay Isles  
Parkway

State Road 789 Gulf of Mexico Drive  
Limits of Proposed Center Turn  
Lane Extension



**End of Agenda Item**