

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR
THE MAINTENANCE AND OPERATION OF UNIVERSITY PARKWAY FROM U.S.
HIGHWAY 301 TO INTERSTATE 75**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, and SARASOTA COUNTY, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, Manatee County and Sarasota County previously entered into an interlocal agreement dated October 19, 1982, an interlocal agreement dated June 14, 1983, an interlocal agreement dated December 3, 1991, with additional amendments in 1994, 1999, 2000, 2002, 2003, 2006, 2008, 2011, 2012, and 2016 for the purposes of providing for the basis of joint cooperative planning for future improvements to University Parkway, to maintain and improve traffic circulation patterns in the area, to provide adequate access to properties adjacent to University Parkway, and to designate and approve new permanent restricted access intersections on University Parkway; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, permits Manatee County and Sarasota County to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of their respective communities; and

WHEREAS, Section 163.01, Florida Statutes, authorizes Manatee County and Sarasota County to enter into a contract in the form of an interlocal agreement to jointly exercise any power, privilege, and authority which they share in common and which each might exercise separately; and

WHEREAS, it is the desire of Manatee County and Sarasota County to designate University Parkway as a controlled access facility, as defined by Section 334.03, Florida Statutes; and

WHEREAS, Manatee County and Sarasota County now wish to enter into this Agreement to amend, clarify, replace, and restate, in its entirety, the prior interlocal agreements, as amended, and to establish their mutual rights and obligations with respect to maintenance and operation of University Parkway from U.S. Highway 301 to Interstate 75 (“Corridor”).

NOW, THEREFORE, in consideration of the mutual conditions, covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, Manatee County and Sarasota County agree as follows:

SECTION 1. AUTHORITY.

This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but, not limited to) Section 1 of Article VIII of the Constitution of the State of Florida, Chapter 125 of Florida Statutes, and Section 163.01 of Florida Statutes.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement the following definitions shall apply:

- A. “Designated Representative” shall mean the Manatee County Director of Public Works or his/her designee for Manatee County, and the Sarasota County Director of Public Works or his/her designee for Sarasota County.
- B. “Jurisdictional Utility Lines” shall mean, for Manatee County, all water and wastewater transmission lines constructed within Manatee County’s jurisdiction, inside the right of way and north of the roadway of the Corridor, and for Sarasota County, all water and wastewater transmission lines constructed within Sarasota County’s jurisdiction, inside the right of way and south of the roadway of the Corridor.
- C. “Median Opening Intersection” shall mean any opening within the median of the Corridor that allows any intersection crossing and turning movements for vehicles to any street or driveway connecting to University Parkway.
- D. “Right Turn Intersection” shall mean any access connection to University Parkway allowing only right turn in / right turn out ingress to, or egress from, University Parkway and not creating a Median Opening Intersection. Such connections shall include driveways and streets.

SECTION 3. MANATEE COUNTY COMMITMENTS FOR THE OPERATION AND MAINTENANCE OF CORRIDOR.

For purposes of this Agreement, Manatee County agrees to:

- A. Maintain all road surfaces, surface markings, roadway signage, curbs, safety barriers, shoulders, swale sections, and stormwater systems associated with the Corridor, and sidewalks along the Corridor.
- B. Maintain the Jurisdictional Utility Lines of Manatee County.
- C. Perform roadway resurfacing and stormwater system upgrades and reconstruction within the Corridor.

Except as expressly provided in Section 6, Manatee County shall perform such obligations at its sole cost and expense.

SECTION 4. SARASOTA COUNTY COMMITMENTS FOR THE OPERATION AND MAINTENANCE OF THE CORRIDOR.

For purposes of this Agreement, Sarasota County agrees to:

- A. Maintain all traffic signals and associated appurtenances, median landscaping, including irrigation systems (within the median) associated with the Corridor.
- B. Maintain the Jurisdictional Utility Lines of Sarasota County.
- C. Perform signal system upgrades and landscaping within the Corridor.

Except as expressly provided in Section 6, Sarasota County shall perform such obligations at its sole cost and expense.

SECTION 5. TIMING OF PAYMENTS.

Submission of all invoices for payments made pursuant to Section 6, by one County to the other as necessary to satisfy the terms set forth herein, shall occur monthly as expenses are incurred for the term of the Agreement. Payment of said invoices by one County to the other shall be made on a reimbursement basis no later than forty-five (45) days after receipt of said invoices.

SECTION 6. ALLOCATION OF COSTS AND EXPENSES.

- A. Sarasota County and Manatee County shall jointly participate in the cost and expense of the following work, on a 50/50 basis, for any item for which the anticipated expense exceeds \$200,000, provided that prior to either party undertaking such work or incurring such costs and expenses, both parties agree to proceed with the work:
 - a. Roadway resurfacing
 - b. Signal system upgrades
 - c. Stormwater system upgrades and reconstruction
 - d. Landscaping.

The parties recognize that the actual costs and expenses may exceed the anticipated costs and expenses and agree that the actual costs and expenses shall be shared equally by Sarasota County and Manatee County.

- B. All other costs and expenses for maintaining and operating the Corridor shall be the responsibility of the party responsible for performing said maintenance and operations pursuant to Sections 3 and 4 of this Agreement.
- C. In the event of any legal or other action arising out of and related to the maintenance and operation involving a third-party, all legal fees, costs, expenses, or damages associated with or resulting from such action shall be allocated equally between Sarasota County and Manatee County; provided, however, that each County shall take sole responsibility for any negligent acts or omissions by its officers or employees.

SECTION 7. DELEGATIONS OF AUTHORITY.

Manatee County and Sarasota County hereby delegate the respective authority to regulate the operational characteristics of those traffic control devices situated within the Corridor to the County having the responsibility for maintenance of said device or system as addressed in Section 3 and Section 4 herein. Except as otherwise stated in this Section 7, any proposed modifications to the operational characteristics of the traffic control devices within the Corridor, other than routine signal timing adjustments, shall be reviewed by the Designated Representatives for both Counties prior to approval of said modifications. Furthermore, Manatee County hereby delegates to Sarasota County the authority to regulate the signal timing of all non-state regulated traffic signals within the Corridor.

SECTION 8. ACCESS LIMITATIONS.

A. General

Both Manatee County and Sarasota County shall maintain the function of the Corridor as a controlled access facility, as defined by Section 334.03, Florida Statutes, through enforcement of the access limitations specified herein and through their respective comprehensive plans, land development regulations, and other applicable regulations and standards. No new access point providing vehicular ingress to or egress from University Parkway within the Corridor shall be permitted after the effective date of this Agreement except as allowed by Sections 8.B., Sections 8.C., and Sections 8.D., below. Access spacing shall be as measured along the edge of the traveled way from the closest edge of pavement of the first connection to the closest edge of pavement of the second connection.

B. Median Opening Intersections.

Median Opening Intersections that allow for all left turning movements and signalized Median Opening Intersections shall have a minimum spacing of 2,640 feet from other Median Opening Intersections that allow for all left turning movements and signalized Median Opening Intersections. Median Opening Intersections which do not allow for one or more left turning movements shall have a minimum spacing interval of 1,320 feet from

other Median Opening Intersections. Review and approval through the applicable land development and right-of-way use permit process is required for any request to add a new Median Opening Intersection or to modify an existing Median Opening Intersection.

C. Right Turn Intersections.

Right Turn Intersections shall have a minimum spacing of 660 feet. Review and approval through the applicable land development and right-of-way permit process is required for any request to add a new Right Turn Intersection or modify an existing Right Turn Intersection.

D. Non-Conforming Access.

New Right Turn Intersections that are not consistent with Section 8.C, above, may be approved and constructed after review by Sarasota County and Manatee County through the applicable land development and right-of-way use permit processes of the respective counties and approved in writing by the respective Designated Representatives.

SECTION 9. ADJUDICATION OF DISPUTES.

The adjudication of disputes or disagreements between Sarasota County and Manatee County concerning the rights, obligations and commitments set forth herein is hereby initially assigned to the Designated Representatives. If a dispute cannot be resolved in good faith between the Designated Representatives within twenty-one (21) days of written notice consistent with the terms of this Agreement, the matter is to be brought in writing to the attention of the County Administrators of Sarasota County and Manatee County. The Manatee County Administrator and the Sarasota County Administrator, or their respective designees, shall review such dispute and options for resolution. The joint decision of the Manatee County Administrator and the Sarasota County Administrator, or their respective designees, regarding the dispute shall be final. In the event the Manatee County Administrator and the Sarasota County Administrator are unable to agree to a resolution, then the matter shall be referred to the respective Board of County Commissioners of each party, who may jointly elect to hold a joint meeting to discuss the matter. This process shall substitute for the dispute resolution process set forth in Chapter 164, Florida Statutes.

SECTION 10. UNIFIED GREETING SIGN.

Manatee County and Sarasota County agree to allow either party to install greeting or welcome signs at or near the entrance(s) to the Corridor, provided that the respective Designated Representatives of Manatee County and Sarasota County agree upon both the design of the signs and their locations.

SECTION 11. CORRESPONDENCE.

All written notices and invoices required herein shall be submitted and delivered either registered or certified through the U.S. Mail or by personal service. All written correspondence from Sarasota County to Manatee County shall be addressed to:

Manatee County Public Works
1022 26th Avenue E
Bradenton, FL 34208
Attn: Director, Public Works Department

or to such new person or address as Manatee County may, from time to time, inform Sarasota County of in writing and as provided herein. All notices from Manatee County to Sarasota County shall be addressed to:

Sarasota County Public Works
1001 Sarasota Center Boulevard
Sarasota, FL 34240
Attn: Director, Public Works Department

or to such new person or address as Sarasota County may, from time to time, inform Manatee County of in writing and as provided herein.

SECTION 12. FULL AGREEMENT; EFFECTIVE DATE; FILING OF THE AGREEMENT; AMENDMENT.

This Agreement contains the entire agreement between the parties with respect to the matters addressed herein and is intended to be an integration of all prior negotiations and understandings. This Agreement supersedes and replaces all prior interlocal agreements between Manatee County and Sarasota County regarding the Corridor and University Parkway, all prior negotiations, understandings, and representations, both written and oral. There are no oral covenants, promises, agreements and understandings regarding the maintenance and operation of the Corridor, except as herein set forth. This Agreement shall become effective upon execution by both parties hereto and the filing of copies of this Agreement with the Clerks of the Circuit Court for Manatee County, Florida, and Sarasota County, Florida, pursuant to Section 163.01(11), Florida Statutes. Manatee County and Sarasota County shall each file a copy of this Agreement with their respective Clerk of the Circuit Court. The Agreement may be amended by written instrument expressly approved by the Board of County Commissioners of both of the parties hereto.

SECTION 13. REVIEW OF AGREEMENT.

The parties have allocated maintenance and operation responsibilities with a goal of each party being financially responsible for approximately half of the costs and expenses to maintain and operate the Corridor. This Agreement shall be reviewed within one (1) year of written request for review by any party and at least once every ten (10) years. The purpose of the review is to reallocate maintenance and operation responsibilities in the event that either party's costs and expenses exceeds fifty-five percent (55%) of the total actual costs and expenses for the Corridor. As a part of the review, the parties agree to reallocate maintenance and operation responsibilities consistent with the goal of sharing equally in total costs and expenses.

SECTION 14. SEVERABILITY.

Should any section or portion of this Agreement be proven unlawful, only that portion becomes invalid; all other provisions remain in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

SECTION 15. WAIVER; ACCORD AND SATISFACTION.

The failure or neglect of either party to enforce any right under this Agreement shall not be construed or deemed as a waiver of that party's right. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same. Any endorsement or statement on a check or letter accompanying a check or payment shall not be construed as a release or as an accord and satisfaction of any claim the party may have for additional sums payable under this Agreement, and any party may accept any such check or payment without prejudice to its rights to recover the balance of all sums due hereunder, or to pursue any other remedy provided by law.

SECTION 16. GOVERNING LAW; VENUE.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement, whether by arbitration, litigation, or mediation, shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee or Sarasota County, Florida.

SECTION 17. WAIVER OF JURY TRIAL.

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

SECTION 18. TERMINATION.

This Agreement may be terminated upon 180 days written notice without cause or penalty by either party.

SECTION 19. VALIDITY.

After consultation with their respective legal counsel, Manatee County and Sarasota County each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Manatee County and Sarasota County each hereby represent, warrant, and covenant to and with the other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid, and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereof by the other party hereto).

SECTION 20. NO GENERAL OBLIGATION.

Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts, or liabilities of Manatee County, Sarasota County, the State of Florida, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement. The obligations of Manatee County and Sarasota County hereunder are subject to annual appropriation of legally available non ad valorem funds by the respective county's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit, or lien, either legal or equitable, of or on any of the respective county's ad valorem revenues or funds, or upon any other revenues or funds of the respective county, as may be construed under the laws or the Constitution of the State of Florida. No party to this Agreement nor any other person or entity shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Agreement to make the payments herein provided, nor shall this Agreement constitute a charge; lien, or encumbrance, either legal or equitable, upon any property or funds of Manatee County or Sarasota County. Notwithstanding anything contain herein, Manatee County and Sarasota County reserve their respective right, in their respective sole discretion, to pay the costs and expenses contemplated in this Agreement from any funds legally available for such purposes.

SECTION 21. INDEMNIFICATION.

To the extent permitted by law and subject to the limitations set forth in Section 768.28, Florida Statutes, and from legally available funds, each of the parties hereto (in such context; an “indemnifying party”) shall defend, indemnify, and save harmless the other, its officers, agents, employees, and assigns, from and against any and all liabilities, claims, damages, losses, and expenses, including costs and attorneys’ fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents, or employees, made in connection with the performance of the acts, duties, covenants, and obligations contemplated in or imposed pursuant to this Agreement.

SECTION 22. FORCE MAJEURE.

No party shall be required to perform any obligation under this Agreement or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused, or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, an epidemic, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.

SECTION 23. AMBIGUITIES; CONSTRUCTION.

Each party has had equal input into the drafting of this Agreement and has been represented by counsel in negotiating this Agreement’s terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against either party, whether under any rule of construction or otherwise. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the parties. The parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors, or assigns may require.

SECTION 24. HEADINGS.

The headings or captions of sections or paragraphs contained in this Agreement are for convenience and reference only, are not intended to define or limit their contents, and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, Sarasota County and Manatee County have each executed this Agreement on the dates written below.

**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

**SARASOTA COUNTY, a political
subdivision of the State of Florida**
By: Its Board of County Commissioners

BY: _____
Chairman

Date: _____

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

Deputy Clerk

Approved as to form and correctness:

By: _____
County Attorney