



City of North Port

RESOLUTION NO. 2024-R-40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT TO PROVIDE FUNDS TO THE DEPARTMENT TO SUPPORT THE CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION OF BOTH I-75 AT SUMTER BOULEVARD AND I-75 AT TOLEDO BLADE BOULEVARD INTERCHANGE IMPROVEMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Port, Florida desires to enter into a Locally Funded Agreement with the Florida Department of Transportation to support the Interchange Improvements in the City of North Port along both I-75 at Sumter Boulevard and Toledo Blade Boulevard that includes signalization of the intersections, increase in NB I-75 on-ramp storage, lighting, and pedestrian safety enhancements; and

WHEREAS, the City Commission finds that this agreement serves the public health, safety, and welfare of the citizens of the City of North Port.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA:

SECTION 1 – INCORPORATION OF RECITALS

1.01 The above recitals are true and correct and are incorporated in this resolution by reference.

SECTION 2 – AGREEMENT APPROVAL AND AUTHORIZATION

2.01 The City Commission accepts and approves the State of Florida Department of Transportation Locally Funded Agreement to provide a lump sum deposit to the Department to support the construction and construction engineering inspection of both I-75 at Sumter Boulevard and I-75 at Toledo Blade Boulevard Interchange Improvements, attached as "Exhibit A."

2.02 The City Commission authorizes the City Mayor to execute the State of Florida Department of Transportation Locally Funded Agreement to support the construction and construction engineering inspection of both I-75 at Sumter Boulevard and I-75 at Toledo Blade Boulevard Interchange Improvements on behalf of the City of North Port, Florida.

2.03 All identified exhibits are incorporated in this resolution by reference.

SECTION 3 – CONFLICTS

3.01 In the event of any conflict between the provisions of this resolution and any other resolution, in whole or in part, the provisions of this resolution will prevail to the extent of such conflict.

SECTION 4 – SEVERABILITY

4.01 If a court of competent jurisdiction finds that any section, subsection, sentence, clause, phrase, or provision of this resolution is for any reason invalid or unconstitutional, that provision will be deemed a separate, distinct, and independent provision and will not affect the validity of the remaining portions of the resolution.

SECTION 5 – EFFECTIVE DATE

5.01 This resolution takes effect immediately.

ADOPTED by the City Commission of the City of North Port, Florida, in public session on September 10, 2024.

THE CITY OF NORTH PORT, FLORIDA

ALICE WHITE
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF NORTH PORT**

This is an Agreement between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, "DEPARTMENT") and the CITY OF NORTH PORT a political subdivision of the State of Florida, (hereinafter, "AGENCY") for the AGENCY to provide a lump sum deposit to the DEPARTMENT to support the construction and construction engineering inspection of both I-75 at Sumter Blvd and I-75 at Toledo Blade Blvd Interchange Improvements.

W I T N E S S E T H

- A. WHEREAS, the DEPARTMENT has included the work listed below in its Five-Year Work Program in Fiscal Year 2023/2024; and
- B. WHEREAS, the AGENCY has agreed to contribute monies to the DEPARTMENT for:

Interchange Improvements in the City of North Port along both I-75 at Sumter Blvd and Toledo Blade Blvd that include signalization of the intersections, increase in NB I-75 on-ramp storage, lighting, and pedestrian safety enhancements. The two projects will be bundled with construction and construction engineering inspection as a design build.

WHEREAS the DEPARTMENT and AGENCY desire to enter into this Locally Funded Agreement to set forth the terms and conditions upon which AGENCY shall provide funding (See **Exhibit "B", Estimated Schedule of Funding**, attached and incorporated by reference) for the PROJECT; and

- C. WHEREAS, the AGENCY, by Resolution dated the 10th day of September, 2024, a copy of which is attached hereto and made a part hereof as **Exhibit A** has authorized the Chairperson or Designee to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be derived from joint participation in this Agreement, the parties agree as follows:

- 1. The foregoing recitals are true and correct and are hereby adopted incorporated into and made a part of this Agreement by reference, as if fully set forth herein.
- 2. The AGENCY agrees that it will, at least fourteen (14) calendar days after the execution of this agreement, furnish the DEPARTMENT with a lump sum refundable deposit in the amount of **Three Million Dollars (\$3,000,000.00)** to be used for the project cost for **locally funded project numbers 452356-1-52/62-01 and 452357-1-52/62-01**. The Department will utilize this deposit for payment of the costs of the PROJECT.
- 3. As the deposit is refundable, the DEPARTMENT will refund any monies in the event the project costs less than the deposit. In the event the project costs more than the deposited amount, the DEPARTMENT agrees to pay the difference.

4. All deposits shall be made payable to the Florida Department of Transportation:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, FL 32399

5. All notices under the Agreement shall be directed to the following contact persons:

TO DEPARTMENT:

Holly Randolph
Local Program Coordinator
Florida Department of Transportation
801 N. Broadway Avenue
Bartow, Florida 33830
(863) 519-2225
holly.randolph@dot.state.fl.us

TO AGENCY:

Anthony Friedman
1100 N. Chamberlain Blvd.
North Port, FL 34286
afriedman@northportfl.gov
(941) 240-8098

6. Failure of the AGENCY to deposit said amount shall be grounds for termination of this Agreement.
7. This Agreement shall continue in effect and be binding on the parties until the PROJECT is completed.
8. All tracings, plans, specifications, maps and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the DEPARTMENT without restriction or limitation on their use.
9. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the AGENCY. The AGENCY shall not be obligated or liable hereunder to any party other than the DEPARTMENT.
10. 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.
11. 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 and executed by both parties.

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alteration in the terms or conditions contained herein shall be effective unless contained in a written document and executed by both parties.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the AGENCY has caused this Agreement to be executed in its behalf through its Chairperson or its designee, as authorized by Resolution Number 2024-R-40, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee: This Agreement shall become effective on:

Department to enter date.

CITY OF NORTH PORT, FLORIDA

ATTEST

BY: _____

BY: _____

MAYOR, CITY OF NORTH PORT

PRINT NAME

PRINT NAME

TITLE

DATE

DATE

CITY OF NORTH PORT LEGAL
REVIEW:

BY: _____

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

BY: _____

BY: _____

DISTRICT ONE SECRETARY
OR DESIGNEE

PRINT NAME

PRINT NAME

TITLE

DATE

DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: _____



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EXHIBIT B

ESTIMATED SCHEDULE OF FUNDING

Financial Management Numbers:

452356-1-52/62-01

452357-1-52/62-01

Lump Sum

I-75 at Sumter Blvd & I-75 at Toledo Blade Blvd

Construction	
Phase:	Amount:
452356-1-62-01	\$478,004.00
452357-1-52-01	\$1,970,965.00
452357-1-62-01	\$551,031.00
Total Contribution (Local Agency):	\$3,000,000.00

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