

MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT	UPPER MANATEE RIVER ROAD AGREEMENTS WITH FDOT	TYPE AGENDA ITEM	CONSENT
DATE REQUESTED	MARCH 13, 2001	DATE SUBMITTED/REVISED	MARCH 2, 2001
BRIEFINGS?/WHO?	NONE REQUIRED	CONSEQUENCES IF DEFERRED	PROJECT WILL BE DELAYED
DEPARTMENT/DIVISION	PROJECT MANAGEMENT ADMINISTRATION	AUTHORIZED BY TITLE	JANET E. MCAFEE <i>Janet E. McAfee</i> DIRECTOR, PROJECT MANAGEMENT
CONTACT PERSON TELEPHONE/EXTENSION	JANET MCAFEE/JOAN MARSHALL 5047/5033	PRESENTER/TITLE TELEPHONE/EXTENSION	JANET E. MCAFEE, DIRECTOR 5047
ADMINISTRATIVE APPROVAL	<i>JRM for E Padgett 3/7/01</i>		

ACTION DESIRED

INDICATE WHETHER ¹REPORT or ²DISCUSSION, ³FORM OF MOTION, or ⁴OTHER ACTION REQUIRED:

ADOPTION OF RESOLUTION R-01-63 AUTHORIZING THE CHAIRMAN TO EXECUTE A JOINT PROJECT AGREEMENT (JPA) AND MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR UPPER MANATEE RIVER ROAD FROM SR 64 TO US 301 (SR 43) PD&E STUDY.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

COMP PLAN - CHAPTER 5, TRAFFIC CIRCULATION ELEMENT

BACKGROUND/DISCUSSION

- THE AGREEMENTS ALLOW FOR FUNDING THE LOCAL SHARE OF THE COST OF THE PD&E STUDY FOR THE UPPER MANATEE RIVER ROAD PROJECT FROM SR 64 TO US 301 IN THE AMOUNT OF \$180,358.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED ? Indicate "NO" or "YES" @ right. (If "NO," proceed to 1) below; and if "YES," proceed to 2) below) YES

1) IF "NO" TO ABOVE,
A) PLEASE EXPLAIN BELOW: (see also following section 1B) re: contract, agreement, lease, etc.:

B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE @ RIGHT:

APPROVED IN OPEN SESSION

MAR 13 2001

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

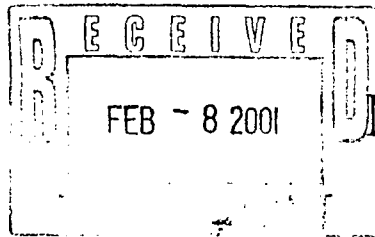
2) IF "YES" TO FIRST QUESTION IN THIS SECTION,

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?
AGREEMENT HAS BEEN REVIEWED IN ITS ENTIRETY BY THE CAO

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN. A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER **MUST BE ATTACHED** (If comments were verbal, so indicate.)

CAO MEMO ATTACHED

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:
1) RESOLUTION R-01-63 2) JOINT PROJECT AGREEMENT (4) 3) MEMORANDUM OF AGREEMENT (4) 3) MEMO FROM CAO DATED 2/6/01	✓ RETURN 2 CERTIFIED COPIES OF RESOLUTION, 4 AGREEMENTS AND 4 JPA'S TO PROJECT MANAGEMENT/JOAN MARSHALL FOR TRANSMITTAL TO FDOT
COST \$180,358	SOURCE (ACCT# & NAME) TO BE DETERMINED
COMMENTS N/A	AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT) N/A



Office of
**MANATEE COUNTY
ATTORNEY**

Tedd N. Williams, Jr., County Attorney

February 6, 2001

William C. Henry, Chief Assistant County Attorney
Jeffrey N. Steinsnyder, Deputy Chief Assistant County
Attorney for Land Use and Environmental Law*
Patricia McVoy, Senior Assistant County Attorney*
James A. Minix, Senior Assistant County Attorney†
Maureen S. Sikora, Senior Assistant County Attorney*
Michael H. Rosen, Assistant County Attorney
Robert M. Eschenfelder, Assistant County Attorney
Stephanie A. Crossman, Associate County Attorney

MEMORANDUM

TO: Janet E. McAfee, Director, Project Management Department

THRU: Tedd N. Williams, Jr., County Attorney *TNW 2/6/01*

FROM: Michael H. Rosen, Assistant County Attorney *MHR 2/6/01*

RE: Joint Project Agreement with FDOT for funding local share of cost of the PD&E study for the Upper Manatee River Road from State Road 64 to U.S. 301; RLS-01-96, received January 29, 2001; CAO File No. 1151-056

This memorandum is in response to the request for review of the above-referenced Joint Project Agreement. A marked-up copy of the Agreement is attached hereto. The JPA requires that the County "upon execution of this Agreement" make payment to FDOT for its share of estimated total cost of the Project. The Agreement also states that the failure of the County to deposit the funds within this time frame shall be grounds for terminating the Agreement. I would suggest that the time frame for depositing the funds be extended to give the County sufficient time to pay the funds.

Paragraph 10 provides that to the extent permitted by Florida Statute 768.28, the County is responsible for indemnifying FDOT, its agents or employees arising out of or due to the breach of this Agreement. However, Florida Statute 768.28 is not applicable to breach of contracts actions. Moreover, if FDOT breaches this Agreement, there is no corresponding liability. I would recommend that this provision be deleted.

The date of the Agreement was changed to reflect the correct year. If I can provide any additional information or answers, please do not hesitate to contact me.

MHR/kc
Attachment