

(A)

CONTRACT NO. 2014-399

BCC APPROVED 6/10/2014

**INTERLOCAL AGREEMENT BETWEEN CITY OF VENICE AND
SARASOTA COUNTY REGARDING THE TRANSFER
OF COUNTY MAINTAINED LOCAL ROADS ON THE ISLE OF VENICE TO THE
CITY OF VENICE AND THE TRANSFER OF A SEGMENT OF LAUREL ROAD AND
A SEGEMENT OF PINEBROOK ROAD, INCLUDING A BRIDGE, TO
SARASOTA COUNTY**

THIS INTERLOCAL AGREEMENT, by and between the City of Venice, Florida, a municipal corporation, hereinafter referred to as the "City" and Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

WITNESSETH

WHEREAS, the County has been maintaining certain local roads within the City of Venice; and

WHEREAS, the City agrees to accept the transfer of those certain local roads and to take jurisdiction, control, full ownership and all maintenance responsibilities in perpetuity upon performance of certain conditions by the County; and

WHEREAS, the County agrees to accept the transfer of certain arterial roads and a bridge, and to take jurisdiction, control, full ownership and all maintenance responsibilities in perpetuity upon performance of certain conditions by the City; and

WHEREAS, the City and the County hereby establish a process for the transfer of roadways and all publicly-maintained appurtenances thereto, including, but not limited to, curbs, culverts, drainage structures, sidewalks, bike paths;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the CITY and COUNTY agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The City and County agree to the phased schedule for the transfer of the roads and publicly-maintained appurtenances, including, but not limited to curbs, culverts, drainage structures, sidewalks, bike paths, as set forth in this Agreement and the Exhibits 1 through 4, which are attached hereto and incorporated herein by reference, subject to the following terms:
 - a. Upon approval of this Agreement by both parties, the City will assume jurisdiction, control, full ownership and all maintenance responsibilities in perpetuity of the right-of-way containing the local roads and publicly-maintained appurtenances listed in Exhibit 2.
 - b. The City agrees to assume jurisdiction, control, full ownership and all maintenance responsibilities in perpetuity of the right-of-way containing the local roads and

publicly-maintained appurtenances listed in Exhibit 3 following the resurfacing of said roads in accordance with the schedule provided in Exhibit 3. Such resurfacing shall meet the following conditions:

- i. The County will provide resurfacing using the County's local road standard practices. The typical local road resurfacing practice includes milling from one and one quarter inch to one and one half inch and applying pavement to match the milled depth.
 - ii. The County will make minor repairs to any areas showing signs of base failure using crushed concrete. The application will be based upon the County Engineer's analysis and determination.
 - iii. Upon completion of the resurfacing and any base repair deemed necessary, the County will turn over for ownership and maintenance in perpetuity all of the right-of-way containing the listed roadways and any other County maintained appurtenances within the roads listed in Exhibit 3.
- c. The City agrees to thoroughly analyze and take reasonable corrective actions necessary to solve the scour critical issues at the bridge crossing Curry Creek on Pinebrook Avenue.
 - d. Following implementation of a successful solution to scour critical issues, the City will resurface, in accordance with County standards for collector roads, those sections of Pinebrook Road listed in Exhibit 4, which is attached hereto and incorporated herein by reference. County standards for collector road resurfacing includes two and one half inch of milling, one and one half inch of pavement followed by one inch of a friction coarse application.
 - e. The County agrees to assume jurisdiction, control, full ownership and all maintenance responsibilities in perpetuity for the right-of-way containing the segments of Pinebrook Road and publicly-maintained appurtenances as listed in Exhibit 4 upon completion of the resurfacing and the bridge repair.
 - f. The City agrees to convey, by Deed, the portion of Laurel Road as shown on Exhibit 4, attached hereto and incorporated herein by reference, including the portion containing Parcel 113 Section 25 and 26, Township 38 South, Range 19 East, Sarasota County, Florida, except for a portion of Parcel 113 that presently contains landscaping that differs greatly from the County's standard landscaping practices. This specific area conveyed and the area excepted is to be defined in a sketch and legal description before transfer and the excepted area shall remain City property. Accordingly, the City will remain responsible for maintaining this City owned area and it being expressly understood that the County will not maintain this excepted area.

- g. The County agrees that the stormwater pipes identified by the City lying under Poinsettia Drive and Park Boulevard will be replaced during or prior to the resurfacing activities upon Park Boulevard.
 - h. The City agrees to the programming and use of \$1,800,000 for the Pinebrook Road/E. Venice Avenue Intersection Improvements (herein "Intersection Improvements") from available road impact fees collected within the City of Venice Road Facility Service District following the programming and appropriation of \$1,400,000 in funding for Airport Access Road where the project scope is described in the County's proposed Fiscal Year 2015 Capital Improvement Program as project #95728. If the City adopts a mobility fee or other alternative impact fee in lieu of the collection of the County imposed road impact fee, then the City agrees to provide available City imposed mobility fee or alternative impact fee revenue to the County to make up the difference between the then available road impact fees collected within the City of Venice Road Facility Service District programmed for the Intersection Improvements and the \$1,800,000 commitment. Nothing herein shall be construed as a commitment by the City to make any funds available to the County before they are available to the City as provided for under this provision.
 - i. The parties agree that before commencing work on any of the specific projects described herein, a detailed scope of work shall be prepared by the party performing the work and submitted to the other party for concurrence by its designated engineer.
- 3. Each of the phases described in Exhibit 1 beyond the 2014 phase shall be subject to the availability and lawful appropriation of funds by each governing body. If either party cannot fund any scheduled phase, then the other party may suspend their obligations under this Agreement until the other party completes the scheduled phase of roadwork listed in Exhibit 1.
 - 4. Neither party can refuse acceptance of the right-of-ways and appurtenances described in the exhibits attached hereto and made part of this Agreement for any reason other than those specifically stated herein.
 - 5. The Parties agree that any stormwater or water quality issues arising in connection with the road segments transferred under this Agreement, whether as a result of the maintenance performed according to this Agreement or past practices by either party, are the sole responsibility of the party to whom the road segment is transferred under this Agreement.
 - 6. The City and County agree that the transfer of all right-of-way and publicly-maintained appurtenances described in Exhibits 3 and 4 of this Agreement will only occur following the written approval of the subject work by the respective designated engineer of the receiving party. Approval of the subject work by a party's designated engineer may include, but not necessarily be limited to, certification of materials, specifications and testing, and inspection of the work performed by third parties.

7. Upon transfer of any right-of-way each governing body will timely provide documentation to the other, which is mutually acceptable to complete all legal requirements and assure permanent ownership of the property. Such documentation shall be subject to the review and written approval of the parties' respective legal staffs before it is deemed acceptable.
8. This Agreement is for the mutual benefit of the named parties only and nothing herein shall be construed as creating any right or cause of action to any party not specifically named herein nor shall any provision of this agreement be construed as constituting a waiver of sovereign immunity.
9. Nothing in this Agreement shall be construed as creating an agency relationship between the parties. The City and County retain their full and independent authority and associated responsibilities with respect to the roadways under their respective jurisdiction, control and ownership.
10. This Agreement may be amended only by a writing duly executed by authorized officers of the County and City.
11. In the event any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

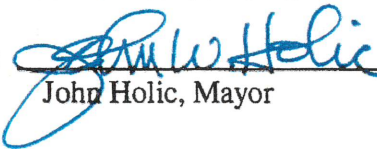
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective undersigned duly authorized officers as of the dates set forth below.

DATED this 27th day of May, 2014 by the City of

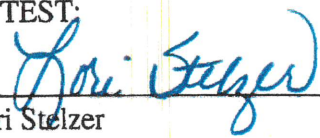
Venice, Florida.

CITY OF VENICE, FLORIDA

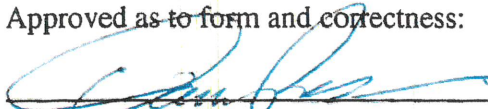
BY:


John Holic, Mayor

ATTEST:


Lori Stelzer
City Clerk

Approved as to form and correctness:

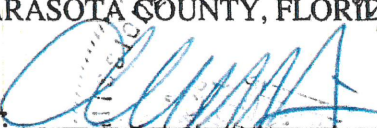


David Persson, City Attorney

DATED this 10th day of June, 2014 by Sarasota

County.

BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY, FLORIDA

By: 

Charles D. Hines, Chair

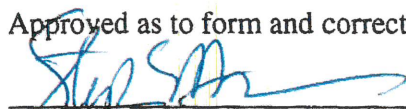
ATTEST

Karen E Rushing, Clerk of
Circuit Court and Ex Officio
Clerk of the Board of County
Commissioners of Sarasota
County, Florida

By: 

Deputy Clerk

Approved as to form and correctness:



Stephen E. DeMarsh, County Attorney *KAS*

EXHIBIT 1

Schedule of Transfers, Repairs, and Resurfacing to be completed before the end of the below Fiscal Years

Fiscal Year 2014

- The County transfers all roads listed in Exhibit "2" to the City of Venice.
- The County replaces the stormwater pipe on Poinsettia Drive as listed in Exhibit "2."
- The City transfers Laurel Road to Sarasota County as listed in Exhibit "4."
- The City repairs bridge no. 176003 at Curry Creek and Pinebrook Road and subsequently transfers to Sarasota County as listed in Exhibit "4."
- The City resurfaces Pinebrook Road and subsequently transfers to Sarasota County as listed in Exhibit "4."

Fiscal Year 2015

- The County resurfaces the roads listed in Exhibit "3" subtitled "Resurfacing Schedule FY. 2015" and subsequently transfers to the City of Venice.
The County replaces the stormwater pipe on Park Boulevard.

Fiscal Year 2018

- The County resurfaces the roads listed in Exhibit "3" subtitled "Resurfacing Schedule FY. 2018" and subsequently transfers to the City of Venice.

Fiscal Year 2019

- The County resurfaces the roads listed in Exhibit "3" subtitled "Resurfacing Schedule FY. 2019" and subsequently transfers to the City of Venice.

Exhibit 2

ROAD NAME	FROM	TO	LENGTH (Miles)	LANES	
SUNSET DR	START OF PAVEMENT	HARBOR DR	0.17	2	
HARBOR DR	TAMPA AVE	VENICE AVE	0.06	4	
HARBOR DR	TARPON ST	TAMPA AVE	0.14	2	
BAYSHORE DR	PARK BLVD	TARPON ST	0.53	2	
LA GUNA DR	TARPON CENTER RD	EL DORADO DR	0.15	2	
LA GUNA DR	EL DORADO DR	PARK BLVD	0.35	2	
FLAMINGO DR	PRIVATE CONDO	CURVE AT #400	0.05	2	
FLAMINGO DR	CURVE AT #400	GARDENIA DR	0.11	2	
GARDENIA DR	VILLAS DR	GULF ST	0.17	2	
HIBISCUS DR	EVERGLADES DR	VILLAS DR	0.05	2	
POINSETTIA DR*	VILLAS DR	GULF ST	0.17	2	
RAVENNA ST	VILLAS DR	GULF ST	0.17	2	
VILLAS DR	GOLDEN BEACH BLVD	HIBISCUS DR	0.13	2	
VILLAS DR	HIBISCUS DR	HARBOR DR	0.16	2	
EL DORADO DR	LA GUNA DR	END OF STREET	0.10	2	
HIBISCUS DR	VILLAS DR	GULF ST	0.17	2	
*Poinsettia Dr. will receive a stormwater pipe replacement.					

Exhibit 3

Resurfacing Schedule FY 2015

ROAD NAME	FROM	TO	LENGTH (Miles)	Lanes	
BASE AVE	AVENIDA DEL CIRCO	RINGLING DR S	0.10	2	
BEACH PARK BLVD	GULF ST	SANTE JOSEPH ST	0.21	2	
BEATRICE ST	PARK BLVD	BEACH PARK BLVD	0.10	2	
DANTE ST	PARK BLVD	BEACH PARK BLVD	0.10	2	
FAIRWAY DR	US-41 BUS	GOLF DR	0.14	2	
FLAMINGO DR	PARK BLVD	PRIVATE CONDO	0.09	2	
GUILD DR	GOLF DR	FAIRWAY DR	0.45	2	
GULF ST	PARK BLVD	CITY LIMITS	0.12	2	
GULF ST	CITY LIMITS	HARBOR DR	0.12	2	
PARK BLVD	BAYSHORE DR	NARVAEZI ST	0.34	2	
PARK BLVD	NARVAEZI ST	VENICE AVE	0.18	4	
PARK BLVD	ARMADA RD	ALHAMBRA RD	0.14	2	
PARK BLVD	VENICE AVE	ARMADA RD	0.27	4	
PARK BLVD	ALHAMBRA RD	GULF ST	0.26	2	
RINGLING DR S	AVENIDA DEL CIRCO	BASE AVE	0.16	2	
RINGLING DR S	BASE AVE	AIRPORT AVE	0.10	2	
SANTE JOSEPH ST	PARK BLVD	BEACH PARK BLVD	0.10	2	
VERDI ST	PARK BLVD	BEACH PARK BLVD	0.10	2	

Resurfacing Schedule FY 2018

EVERGLADES DR	GOLDEN BEACH BLVD	HARBOR DR	0.28	2	
BAYSHORE CIR	BAYSHORE DR	CUL-DE-SAC	0.09	2	
RIVIERA ST	PINE RD	GULF DR	0.16	2	
SUNSET DR	BEACH RD	GULF DR	0.14	2	
PINE RD	RIVIERA ST	GULF DR	0.18	2	
CIRCLE DR	HARBOR DR	SHORT RD	0.14	2	
GOLDEN BEACH BLVD	HARBOR DR	VILLAS DR	0.53	2	
PARK LANE DR	NARVAEZI ST	PARK BLVD	0.34	2	
PARK SIDE DR	NARVAEZI ST	PARK DALE DR	0.13	2	

Exhibit 3 (Continued)

Resurfacing Schedule FY 2019

HIBISCUS DR	SPADARO DR	EVERGLADES DR	0.05	2	
GOLF DR	GUILD DR	PINEGROVE DR	0.24	2	
PINEGROVE DR	US-41 BUS	GOLF DR	0.14	2	
PARK DALE DR	PARK BLVD	NARVAEZI ST	0.25	2	
GOLF DR	AMORA DR	FAIRWAY DR	0.48	2	
DARLING DR	GOLDEN BEACH BLVD	HARBOR DR	0.22	2	
SHORE RD	SUNSET DR	AIRPORT AVE	0.33	2	
BEACH RD	SUNSET DR	HARBOR DR	0.10	2	
BAYSIDE DR	PARK LANE DR	BAYSHORE DR	0.10	2	
BAYCREST DR	BAYSIDE DR	PARK BLVD	0.26	2	
MAHON DR	GOLDEN BEACH BLVD	HARBOR DR	0.24	2	
BAYNARD DR	GOLDEN BEACH BLVD	HARBOR DR	0.26	2	
SHORT RD	HARBOR DR	CIRCLE DR	0.10	2	
SPADARO DR	GOLDEN BEACH BLVD	HARBOR DR	0.28	2	
GULF DR	SUNSET DR	NOKOMIS AVE	0.41	2	

Exhibit 4					
ROAD NAME	FROM	TO	LENGTH (Miles)	LANES	
PINEBROOK RD	WATER ST	PINEBROOK WAY	0.25	2	
PINEBROOK RD	PINEBROOK WAY	KAREN DR	0.53	2	
PINEBROOK RD	KAREN DR	RIDGEWOOD AVE	0.22	2	
PINEBROOK RD	RIDGEWOOD AVE	VENICE AVE	0.08	2	
LAUREL RD	CILTADELLA DR	JACKSON RD	0.63	2	
BRIDGE	LOCATION	SUFFIECIENCY RATING	HEALTH INDX.	AGE YEARS	SCOUR CRITICAL
Bridge No. 176003	PINEBROOK ROAD at CURRY CREEK	76.8	92.84	30	Yes

Bridge Scour is the removal of sediment such as sand and gravel from around bridge abutments or piers.