

**INTERLOCAL AGREEMENT BETWEEN CITY OF VENICE AND  
SARASOTA COUNTY REGARDING LANDSCAPE MAINTENANCE**

THIS INTERLOCAL AGREEMENT is entered into 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 entered into Local Agency Program Agreement FPN 198018-2 (“LAP”) with the State of Florida Department of Transportation (“FDOT”) as a collaborative effort to improve landscaping along the US41 corridor from SR681 to Bird Bay Drive; and

**WHEREAS**, the LAP included improved landscaping within the six median islands at the north intersection of US41 Bypass and US41 Business (“Intersection”) and around the US41 “Welcome to Venice” sign (“Sign”) located North of the Intersection along US 41; and

**WHEREAS**, prior to the County’s implementation of the landscaping improvements at the Intersection and Sign, the City agreed to accept maintenance responsibilities of the Intersection and Sign landscaping as presented to the City Council by City and County staff during the City Council meeting on January 12, 2010; and

**WHEREAS**, at the January 12, 2010 City Council meeting, the Council voted unanimously for the City to accept maintenance of the intersection following completion of the project by the County; and

**WHEREAS**, County construction of the landscaping improvements began on July 27, 2010 with final acceptance on March 14, 2011 and completion of a 15 month contractual establishment/warranty period on June 14, 2012; and

**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. Upon execution of this Agreement by both parties and completion of supplemental work by the County, the City will assume all maintenance responsibilities for the curb-to-curb landscaping and associated improvements on the six median islands at the Intersection as well as around the Sign, which are more particularly shown in Composite Exhibits 1 and 3 attached hereto and incorporated herein by reference. The City agrees to conduct such maintenance activity at least to the minimum level as required by the LAP agreement, which is attached hereto as Exhibit 2 and incorporated herein by reference.

The County shall remain the point of contact and responsible party for the FDOT regarding all landscaping considered in the LAP. The County shall be responsible for communication

with the City in the event the FDOT requires action or information regarding landscaping within the Intersection or around the Sign. The City expressly agrees to be responsible for all requirements set forth in Exhibits 1 & 2 as it pertains to landscaping within the Intersection and around the Sign and specifically understands that the failure to maintain the landscaping at the Intersection and the Sign in FDOT right-of-way in accordance with the requirements of the LAP may result in the removal of the improvements at the City's expense.

3. To the express monetary limits of Section 762.28, *Florida Statute*, the City shall indemnify, defend, and hold harmless the County and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense for any act, error or omission as a direct cause of any negligent act by the City, its agents or its employees during the performance of this Agreement, except that neither the City or its agents or its employees will be liable under this Agreement for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligence by the County or any of its officers, agents or employees during the performance of this Agreement. Nothing contained in this agreement shall be construed as constituting any waiver of sovereign immunity by either Party.
4. 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.
5. The CITY is an independent contractor and shall not be deemed an agent or employee of the COUNTY.
6. All written notices, requests, approvals, waivers and elections that any Party requests or provides under this Agreement will be in writing and shall be delivered to the respective officers as follows:

City of Venice  
Attention: Public Works Director  
401 West Venice Avenue  
Venice, Florida 34285

Sarasota County  
Attention: Field Services Manager  
1001 Sarasota Center Blvd  
Sarasota, FL 34240

7. 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.
8. 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 \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 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

# EXHIBIT 1

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

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### EXHIBIT "L"

#### LANDSCAPE MAINTENANCE AGREEMENT (LMA)

Paragraph 13.14 is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the project is removed from the project highway pursuant to paragraphs 3 and 5 of this LMA, the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

- a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
- b) Properly mulch plant beds;
- c) Keep the premises free of weeds;
- d) Mow and/or cut the grass to the proper length;
- e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
- f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this LMA. In the event any part or parts of the project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a), may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any portion of or the entire project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the project.

4. This LMA may be terminated under any one of the following conditions:

- a) By the Department, if the Agency fails to perform its duties under this LMA following 15 days' written notice; or

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## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

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### EXHIBIT "L" (continued)

#### LANDSCAPE MAINTENANCE AGREEMENT (LMA)

b) By either party following 60-calendar days' written notice.

5. In the event this LMA is terminated in accordance with paragraph 4 hereof, the Agency shall have 60 days after the date upon which this LMA is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60-day removal period, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This LMA embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This LMA may not be assigned or transferred by the Agency, in whole or in part, without consent of the Department.

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

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. mail, postage prepaid, registered or certified with return receipt requested:

a) If to the Department, addressed to:

Lisa R. Brinson, LAP Coordinator  
801 North Broadway Avenue  
Bartow, Florida 33830

or at such other address as the Department may from time to time designate by written notice to the Agency; and

b) If to the Agency, addressed to:

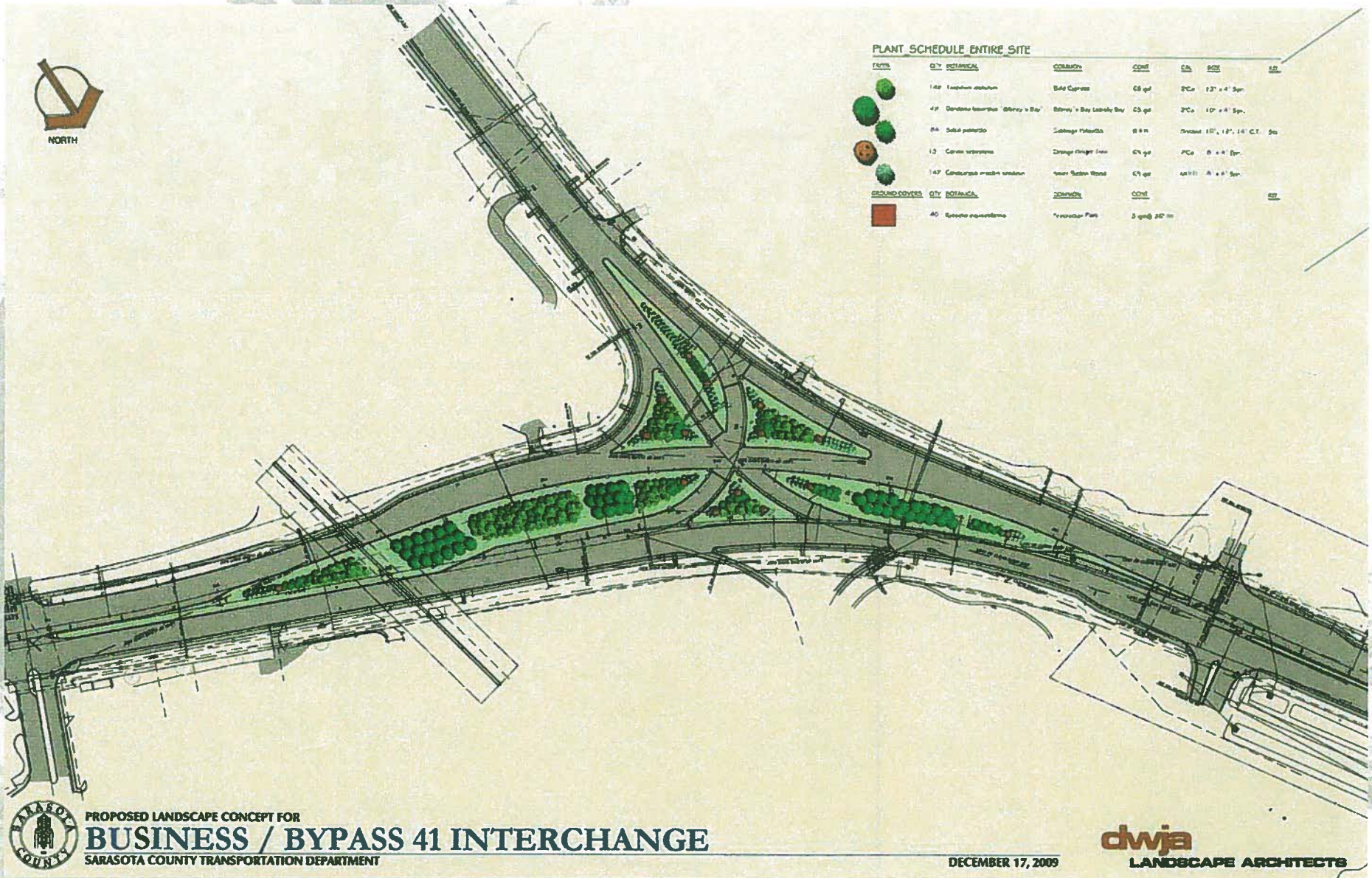
Demetra McBride, Project Manager  
1001 Sarasota Center Blvd, Sarasota  
Sarasota, Florida 34240

or at such other address as the Agency may from time to time designate by written notice to the Department.

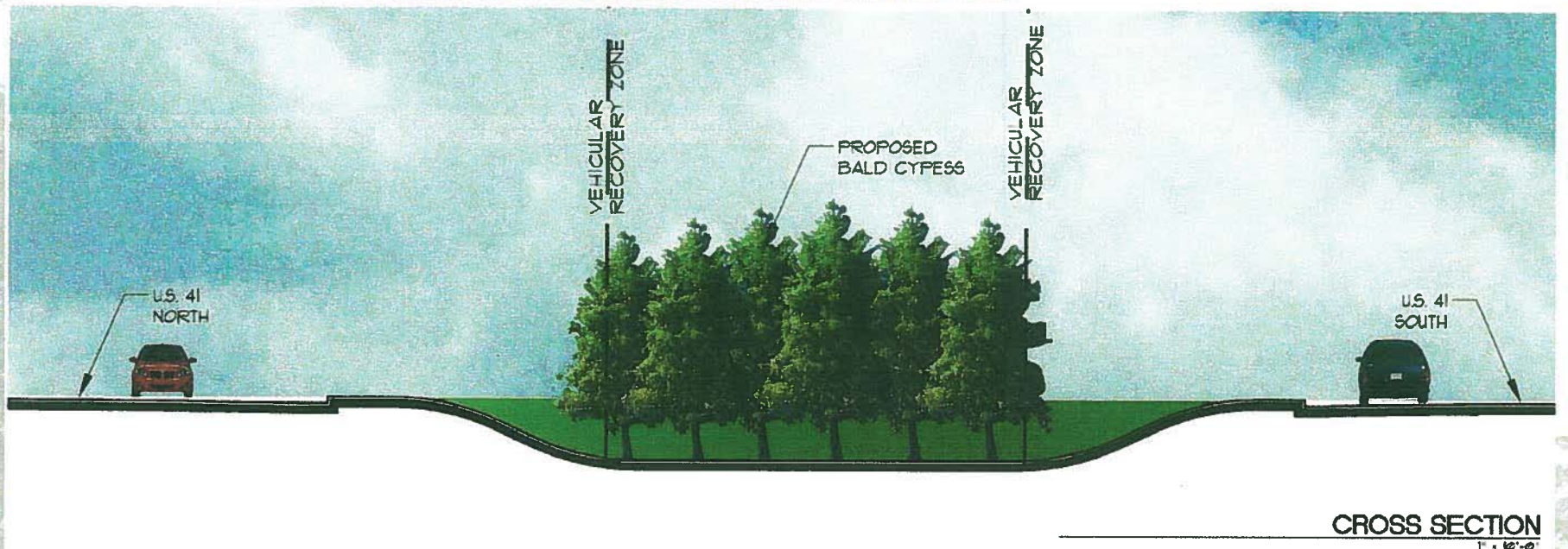
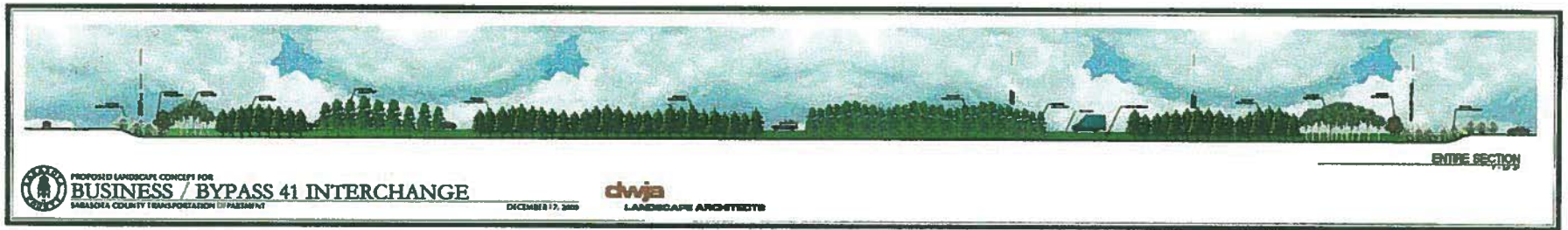
10. This LMA, if attached as an exhibit to the Agreement, forms an integral part of the Agreement between the parties dated 03-24-2010

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests, and other instruments.









DECEMBER 17, 2009

**dwja**  
LANDSCAPE ARCHITECTS





ENTRANCE SIGN PLANTING  
NOT TO SCALE



PROPOSED LANDSCAPE CONCEPT FOR  
**BUSINESS / BYPASS 41 INTERCHANGE**  
SARASOTA COUNTY TRANSPORTATION DEPARTMENT

DECEMBER 17, 2009

**dwja**  
LANDSCAPE ARCHITECTS



# **Estimated Annual Maintenance Costs**

**Year One – Initial Establishment - \$4,500.00**

**Annual Cost - \$6,000.00**

**Estimate covers mowing, plant bed maintenance for beds proposed, litter management, weeding, and pest control.**

**The estimate does not include tree/palm maintenance.**

**Tree maintenance cost -  
\$3,000.00 per year**

**Total Maintenance Cost - \$9,000.00 per year**

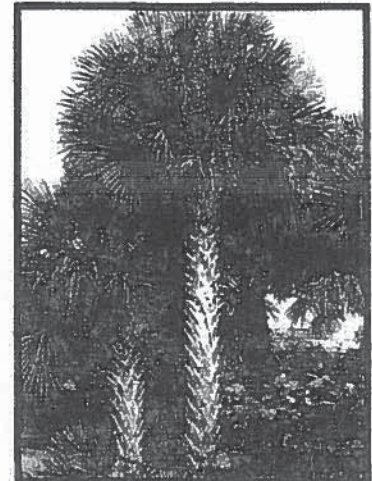




ORANGE GEIGER TREE



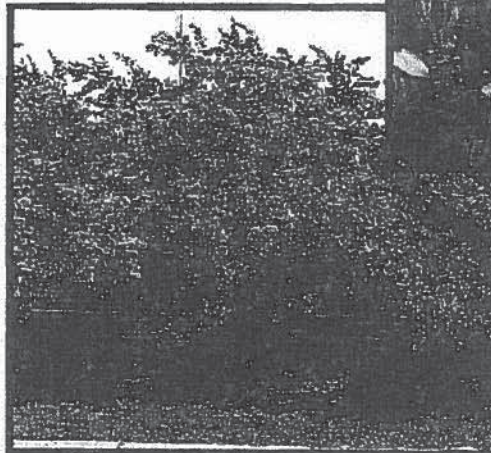
BILBREY'S BAY LOBLOLLY TREE



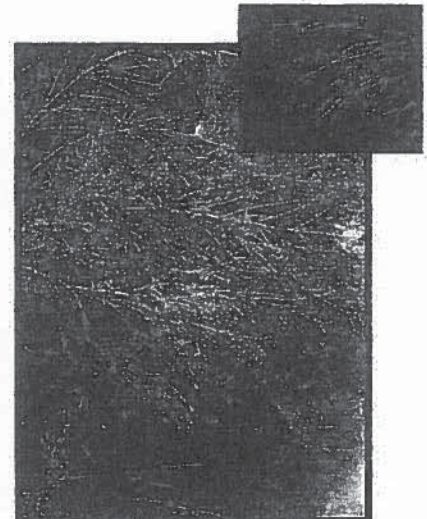
CABBAGE PALM



BALD CYPRESS TREE



SILVER BUTTONWOOD



FIRECRACKER PLANT





### **EXHIBIT 3**

The following supplemental landscaping work shall be completed by the County prior to the turnover of maintenance of the Intersection and Sign to the City of Venice.

1. Tree installation (with low profile earthen tree wells to help retain water)
  - a. Median 3: 18 bald cypress and 2 silver buttonwoods
  - b. Median 5: 29 bald cypress and 6 silver buttonwoods.
2. Removal of existing dead/dying tree material.
3. Removal of plastic tree well rings, as possible. Some may be significantly rooted-in and not able to be removed.
4. Initial, one time, watering-in of newly installed trees.