

**INTERLOCAL AGREEMENT BETWEEN CITY OF VENICE AND
SARASOTA COUNTY REGARDING THE TRANSFER
OF OSPREY STREET FROM LAGUNA DRIVE TO APALACHICOLA ROAD ON THE
ISLE OF VENICE TO THE CITY OF VENICE**

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

WITNESSETH

WHEREAS, the County has been maintaining Osprey Street from Laguna Drive to Apalachicola Road, a local road within the City upon the isle of Venice; and

WHEREAS, the transfer of public road jurisdiction is to be made pursuant to Section 335.0415, *Florida Statutes*, by mutual agreement of the affected government entities; and

WHEREAS, the County and City desire by this mutual agreement to transfer this local road and all jurisdiction, control, full ownership and all maintenance responsibilities in perpetuity from the County to the City;

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 transfer of Osprey Street from Laguna Drive to Apalachicola Road and all publicly-maintained appurtenances, including, but not limited to curbs, culverts, drainage structures, sidewalks, bike paths, etc.
3. Upon execution of this Agreement by both parties, the City will hold all jurisdiction, control, full ownership and all maintenance responsibilities in perpetuity of the right-of-way containing Osprey Street from Laguna Drive to Apalachicola Road.
4. The City and County agree that any stormwater or water quality issues arising in connection with the road segment transferred under this Agreement, whether as a result of the maintenance performed or past practices by either party, are the sole responsibility of the City.
5. 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.
6. 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.

- 7. This Agreement may be amended only by a writing duly executed by authorized officers of the County and City.
- 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 _____, 2016 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 _____, 2016 by Sarasota County, Florida.

BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY, FLORIDA

By: _____
Chairman

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