

FIRST AMENDMENT TO THE 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 FIRST AMENDMENT TO 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 and City entered into an Agreement regarding the transfer of County maintained local roads on the Isle of Venice to the City of Venice, County Contract Number 2014-399 (here after the “Road Transfer Interlocal”); and

WHEREAS, said Agreement included a provision directing the programming of \$1,400,000 in County road impact fees collected within the City of Venice Road Facility Service District toward the Airport Access Road, CIP #95728; and

WHEREAS, the City no longer desires those funds to be programmed for that project; and

WHEREAS, as requested by the City during the County’s annual budget process, \$500,000.00 of said funds have been appropriated in the County’s Fiscal Year 2016 through 2020 Capital Improvement Program to the Pinebrook/Edmonson Intersection Improvements as Project #95726 and another \$500,000.00 to the S. Harbor Drive at Airport/Beach Rd. Intersection Improvements as Project #95731.

WHEREAS, the remaining \$400,000.00 of those funds will be available to be programmed for use toward another project in accordance with the Road Impact Fee Interlocal Agreement (County Contract No. 90-446) between the City and the County; and

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 Osprey Street from Laguna Drive to Apalachicola Road and all jurisdiction, control, full ownership and all maintenance responsibilities of this local road 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. Section 2.h. of the Road Transfer Interlocal is hereby deleted and replaced with the following:

Recognizing that the County has programmed \$500,000.00 to the Pinebrook/Edmonson Intersection Improvements and \$500,000.00 to the S. Harbor Drive at Airport/Beach Road Intersection Improvements, the City agrees to the programming and use of the next \$1,800,000 for the Pinebrook Road / East Venice Avenue Intersection Improvements (herein "Intersection Improvements") from available road impact fees collected within the City of Venice Road Facility Service District. Any future allocation of road impact fees from the City of Venice Road Facility Service District shall occur in accordance with the Road Impact Fee Interlocal Agreement between the City and County without any further need to amend or address this Agreement. 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.

3. 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., from the County to the City.
4. Upon execution of this Amendment 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.
5. The City and County agree that any stormwater or water quality issues arising in connection with the road segment transferred under this Amendment, whether as a result of the maintenance performed or past practices by either party, are the sole responsibility of the party to whom the road segment is transferred under this Amendment.
6. This Amendment 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 Amendment be construed as constituting a waiver of sovereign immunity.
7. Nothing in this Amendment 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.
8. Except as expressly modified herein, all other provisions of the Road Transfer Interlocal shall continue as written therein.

9. This Amendment may be amended only by a writing duly executed by authorized officers of the County and City.
10. In the event any provision of this Amendment 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 Amendment 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 Amendment, 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 First Amendment to Interlocal 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.

BOARD OF COUNTY COMMISSIONERS OF SARASOTA
COUNTY, FLORIDA

By: _____
Alan Maio, 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