

**INTERLOCAL AGREEMENT BETWEEN
SARASOTA COUNTY AND
THE CITY OF VENICE
AIRPORT ZONING REGULATIONS
CHAPTER 333, FLORIDA STATUTES**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2017, by and between SARASOTA COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and the CITY OF VENICE, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY".

WHEREAS, the CITY is the owner and operator of the Venice Municipal Airport, hereinafter referred to as "VMA"; and

WHEREAS, the COUNTY and CITY constitute "political subdivisions" pursuant to Section 333.01(14), Florida Statutes (F.S.), with respect to the adoption and enforcement of airport zoning regulations under the provisions of that chapter; and

WHEREAS, certain activities and uses of land in the immediate vicinity of airports as enumerated in Section 333.03(2), F.S., are not compatible with normal airport operations, and may, if not regulated, also endanger the lives of the participants, adversely affect their health, or otherwise limit the accomplishment of normal activities; and

WHEREAS, some airport hazard areas appertaining to VMA are located wholly or partly in the territorial limits of the COUNTY, while other such areas are located wholly or partly in the territorial limits of the CITY; and

WHEREAS, the COUNTY and CITY have heretofore adopted regulations pursuant to Chapter 333, F.S., but those regulations are presently in need of updating in order to comply with subsequent changes to the statute; and

WHEREAS, by entering into this Interlocal Agreement ("Agreement") pursuant to the provisions of Sections 163.01 and 333.03(b)1., F.S., the COUNTY and the CITY acknowledge their obligation, in conformity with Sections 333.03(1) and (2), F.S., to adopt, administer, and enforce updated airport zoning regulations applicable to the airport hazard areas, and airport land use compatibility zoning regulations for land adjacent to or in the immediate vicinity of VMA to activities and purposes compatible with the continuation of normal airport operations including landing and takeoff of aircraft in order to promote public health, safety, and general welfare.

NOW, THEREFORE, in consideration of the forgoing and the mutual covenants hereinafter contained, it is agreed between the COUNTY and the CITY as follows:

Section 1. Airport Zoning Regulations.

Pursuant to the procedures specified in s. 333.05, F.S., the COUNTY and the CITY shall concurrently develop, administer, and enforce updated airport protection zoning regulations governing the use of land on, adjacent to, or in the immediate vicinity of VMA, in compliance with Sections 333.01-333.135, F.S.

Section 2. Development Review.

The COUNTY and the CITY acknowledge their respective obligations, in conformance with Section 333.03(1)(b)1., F.S., to adopt, administer and enforce a set of airport protection zoning regulations restricting the noncompatible uses specified in Section 333.03 (2), F.S., and procedures for the coordinated review of any application for development permit having potential to create any new airport hazards or new incompatible uses of land as described in Chapter 333, F.S.

Section 3. Notices.

- (a) Any notice to the COUNTY regarding this Agreement shall be sent to:

County Administrator
Sarasota County
1660 Ringling Boulevard
Sarasota, FL 34236

- (b) Any notice to the CITY regarding this Agreement shall be sent to:

City Manager
City of Venice
401 West Venice Avenue
Venice, FL 34285

Section 4. No Financial Liability, Attorney's fees and Costs.

This Agreement shall not be construed to provide any party hereto with a right to monetary damages or to otherwise impose any financial liability upon any party hereto. In any action to enforce this Agreement, or any resolution, proceeding or any other dispute arising under this Agreement, the parties hereby acknowledge that the sole remedy shall be injunctive relief and that each party shall bear its own attorney's fees and costs.

Section 5. Disclaimer of Third-Party Beneficiaries.

This Agreement is solely for the benefit of the COUNTY and the CITY and no right, privilege or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party,

including without limitation any other municipality, county, state agency or federal agency. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency or other governmental entity any right, privilege, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement is not intended nor shall it be construed to be a development agreement within the meaning contemplated in Sections 163.3220-3243, F.S.

Section 6. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.

Section 7. Recording and Filing.

This Agreement (and all future amendments hereto, if any) shall be recorded in the Public Records of Sarasota County, Florida and filed with the Florida Department of Transportation (FDOT) (Aviation Office, MS-46, Tallahassee, FL) pursuant to Sections 333.03(3) and 163.01(11), F.S. The COUNTY and the CITY shall also file their respective airport zoning codes, rules, and regulations, and any related amendments thereto with FDOT pursuant to Section 333.03(3), F.S., within 30 days after they are adopted.

Section 8. Term, Amendment, and Termination of Agreement.

The term of this Agreement shall be for thirty years from its effective date. However, prior to its expiration, the parties shall either (1) execute a replacement interlocal agreement; (2) create a joint airport protection zoning board, as required by Section 333.03(1)(b)2., F.S., as amended, or (3) take any other action deemed appropriate under Chapter 333, Florida Statutes, as amended, or other applicable state law. This Agreement may be amended from time to time pursuant to the provisions of Section 163.01, F.S.

Section 9. Effective Date.

This Agreement shall become effective upon its execution by both parties and its recording with the Clerk of the Circuit Court of Sarasota County pursuant to Section 163.01(11), F.S.

Adopted and executed by the Board of County Commissioners of Sarasota County, Florida
on this _____ day of _____, 2017.

SARASOTA COUNTY, FLORIDA

By: _____
Paul Caragiulo, 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

Adopted and executed by the City Council of the City of Venice, Florida on this _____
day of _____ 2017.

CITY OF VENICE, FLORIDA

By: _____
John W. Holic, Mayor

ATTEST:

Lori Stelzer, City Clerk

Approved as to Form and Correctness

David Persson, City Attorney