

**INTERLOCAL AGREEMENT
BETWEEN VENETIAN COMMUNITY DEVELOPMENT DISTRICT
AND CITY OF VENICE REGARDING DISASTER DEBRIS REMOVAL**

THIS INTERLOCAL AGREEMENT is made this _____ day of _____, 2018, by and between the Venetian Community Development District, a local unit of special purpose government organized and operating under the laws of the State of Florida (the "Venetian CDD"), and the City of Venice, Florida, a municipal corporation in Sarasota County, Florida (the "City").

WHEREAS, the Venetian CDD is a community development district established pursuant to Chapter 190, Florida Statutes, to administer and maintain designated portions of the Venetian Golf and River Club in Venice, Sarasota County, Florida, including the streets and roadways located within the boundaries of the Venetian CDD as depicted on the attached Exhibit "A" (hereinafter referred to as the "Roadways"); and

WHEREAS, the Venetian CDD and its Roadways are located within the City; and

WHEREAS, the Roadways are public but the Venetian CDD is legally responsible for their repair and maintenance; and

WHEREAS, the Venetian CDD desires aid in removing natural or man-made disaster-generated debris from the Roadways; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, the City has certain emergency management powers.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the Venetian CDD and the City agree as follows:

1. The Venetian CDD freely and voluntarily grants a right of entry to the Roadways to the City, its successors and assigns, including its contractors and subcontractors, the Federal Emergency Management Agency (FEMA), the U.S. Army Corps of Engineers (USACE), USDA Forest Service and the Florida Division of Emergency Management (the "Invitees") for the purpose of removing disaster-generated debris.

2. The Venetian CDD acknowledges that this Agreement does not oblige any or all of the Invitees to perform disaster-generated debris removal.

3. As a further inducement and in consideration for any debris removal performed pursuant to the right of entry hereby given, the Venetian CDD hereby agrees to indemnify and hold harmless the Invitees for any and all damages of any and all types, either to the Roadways or persons situated thereon or therein, that might arise by or be related to removal of disaster-generated vegetative debris from the Roadways and the Venetian CDD does hereby release, discharge and waive any action, either legal or equitable, that may arise by reason of, or be

related to, any action of the Invitees related to removal of disaster generated vegetative debris from the Roadways.

4. The Venetian CDD undersigned acknowledges that Federal Law (42 U.S.C. 5155, et. seq.) requires that property owners reimburse the City for the cost of removing the disaster-generated debris to the extent such costs are covered in the property owner's insurance policy. The Venetian CDD also understands that it must provide a copy of the proof/statement of loss from its insurance company to the City if any claim is made by the CDD for City removal of debris generated by damage to CDD owned property. The Venetian CDD agrees that on receipt of payment from its insurance company for disaster-generated debris removal, it shall promptly notify and send payment and proof/statement of loss to the City so that the City may reimburse FEMA. The Venetian CDD further acknowledges that all disaster/debris funding, including that for disaster-generated debris removal from private property, is subject to audit by the City and/or FEMA.

5. Either party may terminate this Agreement upon 90 (ninety) days' written notice sent by certified mail, return receipt requested, to the party intended to receive same at the following addresses:

To the Venetian CDD:

Belinda Blandon., District Manager
Rizzetta & Company
9530 Marketplace Rd Ste 206
Ft. Myers, FL 33912

Cc: Patricia A. Petruff, Esq.
Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul, PLLC
1206 Manatee Avenue West
Bradenton, FL 34205

To the City of Venice:

Edward F. Lavalley, City Manager
City of Venice
401 West Venice Avenue
Venice, FL 34285

Cc: Kelly Fernandez, Esq.
Persson & Cohen, PA
6853 Energy Court
Lakewood Ranch, FL 34240

6. The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof

shall be effective unless in writing and executed with the same formalities as this Interlocal Agreement is executed.

7. This Agreement shall take effect upon full execution.

IN WITNESS WHEREOF, the parties hereto have caused their respective representatives to execute this Interlocal Agreement on the day and year first written above.

Signature pages follow

CITY OF VENICE, FLORIDA

John W. Holic, Mayor

ATTEST

Lori Stelzer, MMC, City Clerk

Approved as to form and correctness:

By: _____
Kelly Fernandez, City Attorney

**VENETIAN COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

ATTEST:

Secretary/Assistant Secretary