

Regular Workshop – September 21, 2015
Agenda Item 13

Agenda Item: Proposed Interlocal Agreement with Sarasota County for Bayfront Park Maintenance and Use

Presenter: Town Manager and Staff

Summary: The Town Commission and Sarasota County Commission have approved a conceptual plan for the expansion and improvements of Bayfront Park. In order to formalize the relationship between the Town and County, an Interlocal Agreement and a Joint Project Agreement are required. Town Staff will provide an overview of the Interlocal Agreement and an update on the park project and the anticipated schedule. The Joint Project Agreement will be presented under a separate agenda item.

Attachments: 9-14-15 Memo, Assistant Town Manager to Commission;
PowerPoint Presentation;
Interlocal Agreement with Sarasota County.

Recommended

Action: Pending discussion, forward to October 5, 2015 Joint Meeting with Sarasota County for formal action.

M E M O R A N D U M

Date: September 14, 2015

TO: Town Commission
FROM: Anne Ross, Assistant Town Manager
THROUGH: Dave Bullock, Town Manager
SUBJECT: Proposed Interlocal Agreement with Sarasota County for Bayfront Park Maintenance and Use

The Town and Sarasota County are working together to incorporate the adjacent Sarasota County property into the park and improve the amenities of Bayfront Park. Both the Town Commission and Sarasota County Commission have approved a conceptual plan for the park expansion and improvements. The combination of the Town and County properties has been titled the "Expanded Bayfront Park" for purposes of defining the final project boundaries. In order to formalize the relationship between the Town and County, the following two agreements are required:

1. Interlocal Agreement between Sarasota County and the Town of Longboat Key Regarding the Expanded Bayfront Park Maintenance and Use
2. Joint Project Agreement, Expansion and Development of Bayfront Park

The Interlocal Agreement sets forth the respective obligations and responsibilities of both the Town and County with respect to the operations, maintenance and use of the Expanded Bayfront Park. A copy of the draft Interlocal Agreement is attached. The agreement terms are effective for a ten year period with five year automatic renewals.

Each property owner retains ownership of their property and the amenities on them and any disaster recovery necessary. The Town will provide operation and maintenance including routine maintenance (maintenance items costing less than \$5,000) on the County property. The County will provide capital improvement costs for their property (items costing more than \$5,000). The Town will be responsible for the maintenance and repair of the beach vehicle and equipment access. A Town and County Liaison will coordinate inspections, reporting, and capital improvement needs for the County property. The Town is responsible for scheduling the usage of the Expanded Bayfront Park and for adopting any applicable user fees. With the exception of emergency situations, the County and Town agree to make the park facilities and amenities available to one another at no cost based upon availability.

The Joint Project Agreement will also be discussed as a part of the September 21, 2015 Regular Workshop agenda.

Along with this summary of the Interlocal Agreement, Town Staff will present an overview of the park project status and anticipated schedule.

Pending discussion, forward to Joint Commission Meeting with Sarasota County on October 5, 2015 for formal action (pending Sarasota County draft finalization).



BAYFRONT PARK IMPROVEMENTS UPDATE

**TOWN COMMISSION REGULAR WORKSHOP
SEPTEMBER 21, 2015**

BAYFRONT PARK

LONGBOAT KEY, SARASOTA COUNTY, FLORIDA

- EXISTING RECREATION CENTER 1
- UNISEX ADA RESTROOMS (2) 2
- PICNIC SHELTER (2-POLE) 3
- ADA COMPLIANT KAYAK LAUNCH 4
- EXISTING TREE(S) TO REMAIN 5
- SHADE STRUCTURE 6
- PEDESTRIAN BRIDGE 7
- EDUCATIONAL SIGNAGE 8
- PICNIC TABLES 9
- SHUFFLEBOARD COURTS (2) 10
- PICKLE BALL (1) 11
- TENNIS COURTS (2) 12
- BASKETBALL COURT (1) 13
- PADDLE SPORTS STORAGE (FOR 20) 14
- PAVILION (24X30) 15
- MANGROVES 16
- GRASS PARKING 17
- PIER 18
- NATIVE PLANTINGS 19
- BENCHES 20
- DUMPSTER 21
- LANDSCAPE BUFFER 22
- ADA ACCESS 23

CONCEPTUAL SITE PLAN

SITE ACREAGE: 5.03 TOWN OF
LONGBOAT KEY
3.53 SARASOTA COUNTY
8.56 ACRES TOTAL

PARKING: 62 PAVED
19 GRASS
4 ADA
85 TOTAL

STORMWATER: RAIN GARDENS
(+/- 45,000 SF)

LANDSCAPING: FLORIDA NATIVE

☀ POTENTIAL LOCATION FOR
FUTURE RECREATION CENTER

APPROVED CONCEPT PLAN

- Recreation Center Building
Future Expansion Area
Designated
- Paddle Sport Launch & Storage
- Dog Park
- Playground
- Open Play Fields
- Nature Walk with Education
Signage
- Tennis, Basketball, Pickleball, &
Shuffleboard
- Bocce Ball
- Fishing Piers
- Beach Access



DESIGN STATUS

- **Preliminary Site Design and Code Evaluation Complete**
- **Construction Manager in Procurement - Submittal Opening Scheduled October 5th**



FUNDING INITIATIVES

- **Sarasota County Pledge up to \$2,000,000**
- **WCIND Grant FY 2015 - \$50,000**
- **WCIND Grant FY 2016 - \$291,030 anticipated**
- **Garden Club Landscape Grant - \$6,135**
- **Kiwanis Club Playground Grant - \$6,135**



INTERLOCAL AGREEMENT WITH SARASOTA COUNTY

- **Sets Responsibilities for Operations, Maintenance and Use**
- **Ten Year Term with Automatic Five Year Renewals**
- **Town will Provide Operation and Maintenance of entire park including Routine Maintenance on County property for projects less than \$5,000**
- **County will Provide Capital Improvement Costs on their property for projects greater than \$5,000**
- **Town will be Responsible for Construction, Maintenance, and Repair of Beach Vehicle and Equipment Access**
- **Town and County Liaison Coordination of Inspections, Reporting, and Capital Improvement Needs**
- **Town will schedule usage adopt fees, if appropriate**
- **Park Facilities and Amenities Available to Town and County**



JOINT PROJECT AGREEMENT

- **Town will Design, Permit, Bid and Construct**
- **County will Pay \$2,000,000 or 67% of the Project Costs, Whichever is Less**
- **Establishes Funding Disbursement Process**
- **Town will Fund Beach Vehicle and Equipment Access for Beach Maintenance.**



NEXT STEPS

- **Finalize Design**
- **Obtain Permits**
- **Negotiate Guaranteed Maximum Price with Construction Manager**
- **Execute Agreements with Sarasota County**
 - **Interlocal Agreement for Maintenance and Use**
 - **Joint Project Agreement for Funding**



ANTICIPATED SCHEDULE

Process	Timeline
Design / Permitting	Fall 2015
Bidding / Construction	Fall 2015 – Fall/Winter 2016

**INTERLOCAL AGREEMENT BETWEEN
SARASOTA COUNTY AND THE TOWN OF LONGBOAT KEY
REGARDING THE EXPANDED BAYFRONT PARK MAINTENANCE AND USE**

This Interlocal Agreement ("Interlocal Agreement") Between Sarasota County and the Town of Longboat Key Regarding the Expanded Bayfront Park Maintenance and Use, is made and entered into this _____ day of _____, 2015 by and between the County of Sarasota, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and the Town of Longboat Key, a municipal corporation of the State of Florida, hereinafter referred to as "Town":

WITNESSETH

WHEREAS, the County and the Town are mutually interested in providing and making available recreation programs, activities and facilities for community use and the benefit of their citizens; and

WHEREAS, the County and the Town acknowledge the advantages and the importance of providing recreational amenities that serve a public purpose in promoting community interest and welfare; and

WHEREAS, the Town has operated Bayfront Park, situated between Gulf of Mexico Drive and Sarasota Bay in Sarasota County for more than 30 years and, during that period, the Town has maintained and expanded its ownership within the park as adjacent parcels have become available ("Original Bayfront Park"); and

WHEREAS, in 2007, through the Neighborhood Parkland Acquisition Program (established pursuant to County Ordinance No. 2005-062), the County acquired a 3.54-acre Gulf-to-Bay property, located within the municipal boundaries of the Town and immediately adjacent to the Original Bayfront Park (the "Bayfront Park Addition"). The Original Bayfront Park and the Bayfront Park Addition (together, referred to as the "Expanded Bayfront Park") are more specifically described on Composite Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the County's acquisition of the Bayfront Park Addition provides an opportunity for the County and the Town to collaborate on plans to expand the footprint and amenities of the Original Bayfront Park so as to preserve waterfront Gulf-to-Bay parcels for public recreational use; and

WHEREAS, the County and Town have worked with the community and stakeholders to develop an Expanded Bayfront Park concept plan ("Park Concept Plan") and have received public input during multiple public meetings and workshops; and

WHEREAS, the Park Concept Plan (Exhibit "B") was approved by the Town Commission of the Town of Longboat Key on March 2, 2015 and by the Board of County Commissioners on June 3, 2015; and

WHEREAS, in conjunction with this Interlocal Agreement, the County and the Town have entered into a Joint Project Agreement setting forth their respective obligations and responsibilities with respect to the design, engineering and construction of the Expanded Bayfront Park; and

WHEREAS, the County has agreed to pay an amount not to exceed \$2,000,000.00 toward improvements for the Expanded Bayfront Park; and

WHEREAS, the County and the Town desire to enter into this Interlocal Agreement setting forth their respective obligations and responsibilities with respect to the maintenance and use of the Expanded Bayfront Park; and

WHEREAS, the County and the Town have the authority pursuant to the provisions of general law, including Section 163.01, Florida Statutes, to enter into this Interlocal Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, it is agreed as follows:

Section 1 – Intent

This Interlocal Agreement is intended to set forth the duties and responsibilities of the County and the Town with respect to the operation, maintenance and use of the Expanded Bayfront Park. To the extent the Parties intend to distinguish their respective duties and responsibilities between the Original Bayfront Park owned by the Town and the Bayfront Park Addition owned by the County, such distinctions shall be specifically noted.

It is the intent of the County and the Town that the Expanded Bayfront Park shall function as a single neighborhood park that will provide various amenities and services as specified generally in the Park Concept Plan to area residents. The Parties stipulate and agree that neither the Original Bayfront Park, nor the Bayfront Park Addition, shall function as a major public beach access or motorized boat launching facility.

Section 2 – Ownership of Park and Public Facilities

All current and future Park Facilities and Recreation Amenities, as defined herein, and other improvements located on the Original Bayfront Park shall be the property of the Town, and all current and future Park Facilities and Recreation Amenities, as defined herein, and other improvements located on the Bayfront Park Addition shall be the property of the County.

Section 3 – Definitions

- 3.1 Bayfront Park Addition:** A Sarasota County-owned, 3.54-acre, Gulf-to-Bay property located adjacent to the south side of the Town of Longboat Key-owned Original Bayfront Park. The Addition was purchased by Sarasota County through the Neighborhood Parkland Acquisition Program.

- 3.2 **Capital Improvement:** improvements with a life expectancy of 5 years and over, and a cost of \$5,000 or more.
- 3.3 **Capital Repair:** repairs that extend the life expectancy of an improvement for 5 years or more and cost \$5,000 or more.
- 3.4 **County:** the County of Sarasota
- 3.5 **County Liaison:** County Administrator or designee.
- 3.6 **Expanded Bayfront Park:** The Original Bayfront Park and the Bayfront Park Addition, as defined within this section and more specifically described within Composite Exhibit "A" attached hereto and incorporated herein, together compose the Expanded Bayfront Park.
- 3.7 **Integrated Pest Management (IPM):** those least toxic pest control and chemical application strategies as defined by Sarasota County Resolution No. 2012-098 or as may be amended.
- 3.8 **Original Bayfront Park:** A Town of Longboat Key-owned, 4.75-acre, bay-side property composed of two parcels and located adjacent to the north side of the Sarasota County-owned Bayfront Park Addition.
- 3.9 **Park Facilities:** structures located within a park, designed or built to serve a function (e.g., restroom).
- 3.10 **Quality Inspection:** an inspection and assessment of current conditions by County and Town staff.
- 3.11 **Recreation Amenities:** recreational features or fixtures in a park that are considered desirable (e.g., playground, tennis court, picnic shelter, boardwalk).
- 3.12 **Repair and Replacement:** the restoration of minor building materials, elements, components and fixtures having a cost of less than \$5,000, and a useful life of less than 5 years.
- 3.13 **Routine Maintenance:** work that is either planned and performed on a routine basis to maintain and preserve the condition of the park and the Recreation Amenities and Park Facilities located within the park or done to restore to an adequate level of service following an event or condition.
- 3.14 **Safety Hazard:** any condition that by itself or by interacting with other variables could cause death, injuries, property damage or other loss.
- 3.15 **Town Liaison:** Town Manager or designee.

- 3.15 Vandalism:** willful or malicious damage to Park Facilities or Recreation Amenities. Normal wear and tear is not included.

Section 4 – Term of Agreement

The term of this Interlocal Agreement shall be for ten (10) years commencing on the Effective Date and shall be automatically renewed in additional five (5) year increments unless terminated for cause in writing by either party no later than December 1st of any given year for termination on the following October 1st. Such written notification shall provide cause for termination, and provide the non-terminating party ninety (90) days to correct the stated cause. If a mutually satisfactory solution is not agreed upon by the parties' staff, an advertised public hearing shall be held to discuss the termination of this Interlocal Agreement, and a majority vote shall be required of the Commission seeking termination before this Interlocal Agreement can be canceled. Cancellation of this Interlocal Agreement shall become effective at the start of the next fiscal year, October 1st.

Section 5 – County's Responsibilities

- 5.1 Disaster Recovery:** Following an event in which the Town Commission or the County Commission declares a state of emergency, the County shall be responsible for the inspection, repairs, and debris removal at the Bayfront Park Addition and any claims associated therewith. When the Recreation Amenities and Park Facilities on the Bayfront Park Addition are sufficiently restored so as to resume normal operations, the County shall notify the Town Liaison or designee that operations may resume. The County shall be responsible for completing and filing all claims made to the Federal Emergency Management Agency (FEMA) seeking reimbursement with respect to said Recreation Areas and Facilities.
- 5.2 Playground Inspections:** The County shall be responsible for documented inspections of the playground equipment located within the Bayfront Park Addition by a Certified Playground Inspector a minimum of twice a month. A copy of the inspection report shall be provided to the Town Liaison within three (3) business days following the inspection. In the event of a safety concern, the Town Liaison will be notified the day of the inspection (see Sec. 6.1.4).
- 5.3 Vandalism:** The County shall be solely responsible for costs associated with Vandalism to the Bayfront Park Addition.
- 5.4 Capital Improvement:** The County shall be responsible for the costs of all Capital Improvements and Capital Repairs on the Bayfront Park Addition. Capital Improvement Projects and Capital Repairs will be identified in the annual inspections (as referenced in Section 6.2) and coordinated through the Town and County Liaisons.

Section 6 – Town's Responsibilities

- 6.1** The operation and maintenance of the Expanded Bayfront Park shall be the responsibility and under the direct control and supervision of the Town. The Town shall be responsible for the operation, Repair and Replacement and Routine Maintenance of the Expanded Bayfront Park, as indicated below. The Town has the express right to enter into separate contract(s) with third party contractors to provide the most economical or effective services including maintenance and repair work on structure(s), Recreation Amenities and systems for the community. The responsibilities outlined below are associated with the maintenance activities on the Bayfront Park Addition.
- 6.1.1 Mowing:** Grasses and other ground cover vegetation should be mowed regularly. **Frequency:** Same mowing schedule as Original Bayfront Park.
- 6.1.2 Chemical Application:** All pests such as weeds and insects will be controlled in shrub beds, fence lines, paths, and parking lots in highly visible areas utilizing the least toxic means as outlined under the guidelines of IPM. **Frequency:** Scouted and documented - monthly, treatment – as indicated by inspection.
- 6.1.3 Irrigation:** Maintenance and repair of both manual and automatic irrigation systems. **Frequency:** Inspected and documented– monthly; repairs – as indicated by inspection.
- 6.1.4 Playground Equipment:** Routine Maintenance of the playground, surface area and equipment to industry standards and pursuant to inspection report submitted by the Certified Playground Inspector bi-weekly (see Sec. 5.2).
- 6.1.5 Recreation Amenities:** Clean and maintain picnic tables, park benches, and other Recreation Amenities. **Frequency:** Routinely check, repair, replace as indicated by inspection.
- 6.1.6 Park Facilities and Equipment Cleaning:** Provide janitorial services to restrooms and shelters. Clean interior and exterior of park buildings including trash removal. Conduct Routine Maintenance (e.g., painting, pressure washing) **Frequency:** Same schedule as Original Bayfront Park.
- 6.1.7 Pedestrian Control:** Maintain fencing, railing, bollards and gates for control of vehicular and pedestrian traffic. **Frequency:** Repair and replacement - as indicated by inspection.
- 6.1.8 Signage:** The Town is responsible for providing park entry signs and Town regulatory signs. The Town shall maintain all park signs.

6.1.9 Utilities: The Town shall pay all utility charges and fees at the Expanded Bayfront Park. The Town reserves the right to charge utility fees, including lighting fees, to a third party utilizing Park Facilities or Recreation Amenities.

6.1.10 Beach Vehicle and Equipment Access: The Town shall be allowed to design and construct a beach vehicle access area within the Expanded Bayfront Park for the purpose of providing the Town's authorized vehicles and maintenance equipment an area for gaining beach access. The Town shall limit its use the beach vehicle access area for a public purpose which shall include ongoing beach maintenance. The Town shall pay for all Capital Improvement costs associated with the design, permitting, and construction of such an access area. Further, the Town shall be responsible for all ongoing Capital Repair, Repair and Replacement and Routine Maintenance costs associated with any infrastructure needed to create such a beach vehicle access area. The Town shall obtain prior written approval from the County on the location and design of the beach vehicle access area within the Expanded Bayfront Park. The Town shall pay all maintenance and repair costs associated with the Town's beach vehicles and beach equipment that the Town uses for ongoing beach maintenance activities.

6.2 The Town will perform annual Quality Inspections of the Bayfront Park Addition with the County Liaison and incorporate a report of findings and results into the annual report (see Sec. 6.3) to the Town and the County. Upon request, the County and Town will conduct additional inspections.

6.3 The Town shall provide an annual report by February 1st of each year, based upon the prior fiscal year (October 1 - September 30), which shall include an informational overview of operations, maintenance, and special projects related to the park. Staff liaisons shall communicate regularly to share information.

6.4 Separate and apart from Routine Maintenance, the Town shall be responsible for Repair and Replacement of Park Facilities on the Bayfront Park Addition in an amount not to exceed \$5,000 per year, adjusted annually, in an amount equal to the U.S. Recreation, 1982-84=100, U.S. City Average, Not Seasonally Adjusted CPI index (CUUR000SAR), for the prior 12-month period.

6.5 The Town shall be solely responsible for costs associated with Vandalism to the Original Bayfront Park.

6.6 Disaster Recovery: Following an event in which the Town Commission or the County Commission declares a state of emergency, the Town shall be responsible for the inspection, repairs, and debris removal at the Original Bayfront Park and any claims associated therewith. When the Recreation

Amenities and Park Facilities on the Original Bayfront Park are sufficiently restored so as to resume normal operations, the Town shall notify the County Liaison or designee. The Town shall be responsible for completing and filing all claims made to the Federal Emergency Management Agency (FEMA) seeking reimbursement with respect to said Recreation Areas and Facilities.

- 6.7** Law Enforcement: The Expanded Bayfront Park is under the jurisdiction of the Town of Longboat Key Police.

Section 7 – Dispute Resolution

In the event of a dispute between the Town and County regarding the delivery of services under this Interlocal Agreement, the Town Manager and the County Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Town Manager and the County Administrator. The decision of the Town Manager and County Administrator regarding the dispute shall be final. In the event the Town Manager and County Administrator are unable to agree, the matter shall be referred to the respective Commissions to be resolved in a joint meeting. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

Section 8 – Insurance and Indemnification

The Town agrees to maintain liability insurance for the duration of this Interlocal Agreement. The County and Town agree to indemnify and save harmless the other party, its agents, officials and employees against all injuries, deaths, losses, damage claim suits, liabilities, judgments, costs, attorney fees and expenses which may accrue against the other party as a consequence of the intentional or negligent acts of the indemnifying party's employees, agents, licensees or invitees at the Expanded Bayfront Park. The Town recognizes that the County is self-insured, and the County recognizes that the Town is currently a participant in a pooled self insurance program. Nothing contained in this Section shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either party under the Florida Constitution or general law. In the event of any threatened or impending action that may give rise to a claim under the terms of this Section or suit or other proceedings, the party seeking indemnification for such claim must promptly give notice to the other party in writing by Certified Mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the indemnifying party. The County and Town will carry property insurance on Park Facilities in such types and amounts as it determines to be necessary or desirable. The terms of this Section shall survive the termination of this Interlocal Agreement.

Section 9 – Response Procedure

- 9.1** Safety hazard/emergency matters related to the Bayfront Park Addition shall be evaluated by the Town no later than the close of the next business day following notification to the Town Liaison. The Town will

follow up and advise the notifying party as to how the issue was or will be resolved.

- 9.2** The County will provide to the Town in writing any complaints that require investigation or action no later than the close of the next business day following notification to the County Liaison. Following receipt of a complaint pertaining to a routine matter or specific project relating to the Bayfront Park Addition, the Town shall report the status related to the Bayfront Park Addition to the complainant within two (2) business days of receiving notification.
- 9.3** Examples of safety-related issues, routine matters and specific projects include, but are not limited to:

Safety Related

Equipment malfunction
Electric outlet malfunction

Routine Matter

Mowing – Grass too high
Bathroom maintenance
Reservation error

Specific Project

Parking lot pothole
Trail repair

Section 10 – Scheduling Usage of Park / Revenues

- 10.1** The Town is responsible for scheduling the usage of the Expanded Bayfront Park and for adopting any applicable user fees.
- 10.2** The Town will negotiate the terms of any third party use agreement and will provide to the County Liaison copies of these agreements upon execution. The County agrees to respect the relationship between the Town and any third party with which the Town has entered into an agreement. With the exception of emergency situations, the County and Town agree to make Park Facilities and Recreation Amenities available to one another for governmental meetings or government sponsored employee events at no cost based upon availability. The County will give the Town at least thirty (30) days prior notice of intent to use the Park Facilities and Recreation Amenities for these purposes.
- 10.3** The Town shall establish and be the recipient of any and all revenues generated by the Expanded Bayfront Park. Such revenues may include, but are not limited to: user fees, rentals, concessions, maintenance fees, instruction fees, and admissions. In establishing these fees, the Town shall consider the costs associated with providing the recreational opportunity as well as strategies that maintain affordability.

Section 11 – Force Majeure

- 11.1** Except for any payment obligation by either party, if either the County or Town is unable to perform, or is delayed in its performance of any of its obligations under this Interlocal Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such

period thereafter as may be reasonably necessary for the County or Town to correct the adverse effect of such event of Force Majeure.

11.2 An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the County or Town from performing any of its obligations (other than payment obligations) under this Interlocal Agreement:

11.2.1 Strikes and work stoppages unless caused by a negligent act or omission of either party;

11.2.2 Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, explosions, landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;

11.2.3 Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrection, riots, civil disturbances, or national or international calamities; and

11.2.4 Suspension, termination or interruption of utilities necessary to the performance of the obligation.

11.3 In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Interlocal Agreement.

Section 12 – Entire Agreement

This Interlocal Agreement and the Joint Project Agreement for the Expansion and Development of the Expanded Bayfront Park of the same date embody the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Interlocal Agreement may be amended or modified only by an instrument of equal formality executed by authorized representatives of the County and the Town.

Section 13 – Severability

If any provision of this Interlocal Agreement or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Interlocal Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Interlocal Agreement, and to this end the provisions of this Interlocal Agreement are declared to be severable.

Section 14 – Mutual Benefit

This Interlocal 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 Interlocal Agreement be construed as constituting a waiver of sovereign immunity.

Section 15 – Effective Date

This Interlocal Agreement shall be executed simultaneously with that certain Joint Project Agreement for the Expansion and Development of the Expanded Bayfront Park and shall become effective upon filing with the Clerk of the Circuit Court of Sarasota County.

Draft

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates indicated below.

TOWN OF LONGBOAT KEY, FLORIDA

By: _____
Jack G. Duncan, Mayor

Date: _____

ATTEST:

Trish Granger
City Clerk

Approved as to form and correctness:

Town Attorney

ATTEST:
KAREN E. RUSHING, Clerk of
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners
of Sarasota County, Florida

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Date: _____

Approved as to form and correctness:

By: _____
County Attorney

COMPOSITE EXHIBIT A
Expanded Bayfront Park
(Legal Descriptions and Maps)

Original Bayfront Park

Parcel Identification No. 0002040011

Parcel Description: TOWN OF LONGBOAT COM AT INTRS W R/W OF GULF OF MEXICO DR & N LINE OF SEC 6-36-17, TH SLY ALG CURVE TO RIGHT 201.8 FT TH S-12-35-E 161.1 FT TH N-58-05-E 105.4 FT TO ELY R/W OF GULF OF MEXICO DR FOR POB TH S-12-55-E 211.52 FT TH N-58-05-E 440 FT M/L TO WATERS OF SARASOTA BAY, TH NWLY ALG BAY 200 FT M/L TH S-58-05-W 340.8 FT TO POB, ALSO LOT 2 AT GTE-LONGBOAT KEY & TRACT DESC AS COM AT INTRS W R/W OF GULF OF MEXICO DR & N LINE OF SEC 6-36-17, TH SLY ALG CURVE TO RIGHT 201.8 FT TH S-12-55-E 636.6 FT TH N-58-05-E 105.76 FT TO E R/W OF GULF OF MEXICO DR, TH N-58-55-E 200 FT FOR POB TH N-13-19-W 105.85 FT TH N-58-05-E 314 FT M/L TO SARASOTA BAY TH SLY ALG BAY TO PT LYING 200 FT SLY FROM LAST LINE TH S-58-05-W 470 FT M/L TH N-13-19-W 105.47 TO POB CONTAINING 4.0 C-AC M/L OR 2303/72, 2607/2325, 9817/4177

Parcel Identification No. 0002040009

Parcel Description: BEG AT CM AT INTRS OF W LINE OF JOHN RINGLING PKWY WITH N LINE OF SEC 6-36-17 TH SLY ALG SAID PKWY & ALG A CURVE TO THE RIGHT WITH A RADIUS OF 992.14 FT A DISTANCE OF 201.8 FT TO END OF SAID CURVE TH CONT ALG SAID W LINE OF PKWY & ALG A TANGENT WHICH BEARS S-12- 55-E 161.1 FT TH N-58-05-E 105.76 FT TO ELY R/W LINE OF SAID JOHN RINGLING PKWY FOR POB TH N-12-55-W ALG PKY 105.76 FT TH N-62-55-E 316.7 FT TO SEAWALL AT SARASOTA BAY TH SELY ALG SEAWALL 73.9 FT TO A PT LYING IN A N-58-05-E DIRECTION FROM POB TH S-58-05-W 340.01 FT TOP POB

Bayfront Park Addition

Parcel Identification No. 0002050001

Parcel Description: BEG AT INTRS W ROW LINE GULF OF MEXICO DR & N LINE LONGBOAT KEY ESTATES SUB PB 5 PG 98 TH S-58- 05-W 90 FT M/L TH N-31-55-W 100 FT TH N-58-05-E FT TH S ALG W R/W LINE GULF OF MEXICO DR 101.22 FT M/L TO POB

Parcel Identification No. 0002050008

Parcel Description: BEG AT INTRS W LINE GULF OF MEXICO DR WITH N LINE OF SEC 6 TH SLY ALG GULF OF MEXICO DR ALG A CURVE TO RIGHT WITH A RADIUS OF 992.14 FT A DISTANCE OF 201.8 FT TO END OF SAID CURVE TH CONT ALG SAID W LINE OF RD, ALG A TANGENT WHOSE BEARING IS S-12-55 -E 650.6 FT TO PC TO LEFT WITH A RADIUS OF 1323.57 FT TH S-14-53- E ALG A CHORD OF SAID CURVE 90.6 FT TH N-58-05-E 102.2 FT TO A PT ON ELY LINE OF GULF OF MEXICO DR FOR POB TH CONT N-58-05-E 130 FT TH S-58-29-E 67.1 FT TH S-58-05- W 59.5 FT TH S-31-55-E 20 FT TH S-58-05-W 121 FT TO ELY R/W OF GULF OF MEXICO DR TH NWLY ALG ELY R/W LINE 82.6 FT TO POB

Parcel Identification No. 0002050009

Parcel Description: LOT 1, ROGER KOCH SUB, CONTAINING 1.5 C-AC M/L

Parcel Identification No. 0002050012

Parcel Description: LOTS 2, 3 & 4, ROGER KOCH SUB, CONTAINING 1.5 C-AC M/L

COMPOSITE EXHIBIT A

Expanded Bayfront Park (Legal Descriptions and Maps)



COMPOSITE EXHIBIT A
Expanded Bayfront Park
(Legal Descriptions and Maps)



Exhibit B
Park Concept Plan





End of Agenda Item