

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20031389

1. REQUESTED MOTION:

ACTION REQUESTED: Approve an Interlocal Agreement between Lee County and the City of Bonita Springs for the purpose of the City enhancing the Beach Park North on Hickory Island by creating a small parking facility to provide additional parking on Bonita Beach.

WHY ACTION IS NECESSARY: Interlocal Agreements must be approved by the Board of County Commissioners.

WHAT ACTION ACCOMPLISHES: Allows the City of Bonita Springs to maintain and improve Lee County's jurisdictional property at no additional cost to the County.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

A12C

3. MEETING DATE:

12-02-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT County Attorney
- C. DIVISION General Services
- BY: Andrea R. Fraser
Assistant County Attorney

7. BACKGROUND:

Lee County has responsibility for Hickory Boulevard in the City of Bonita Springs. The City of Bonita Springs requested the County allow the City to improve the property by creating a small parking facility across from Lee County Beach Access Number 10. The City's improvements would provide additional parking on Bonita Beach, certain park improvements and the appearance of the area.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
N/A	N/A	N/A	N/A	<i>Andrea Fraser</i>	<i>11/18/03</i>	<i>11/18/03</i>	<i>11/19/03</i>	<i>11/19/03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

CO. ATTY
FORWARDED TO CO. ADMIN.
11/18/03

RECEIVED BY
COUNTY ADMIN: *RK*
11/18/03
COUNTY ADMIN
FORWARDED TO: *BH*
11/20/03



2003 NOV 13 PM 2:40
RECEIVED BY
LEE CO. ATTORNEY

November 10, 2003

*City of
Bonita Springs*

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SUITE 111
BONITA SPRINGS, FL 34135
TEL: (239) 390-1000
FAX: (239) 390-1004
www.cityofbonitasprings.org

Paul D. Pass
Mayor

Wayne P. Edsall
Councilman
District One

Jay Arend
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John C. Warfield
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

~

Gary A. Price
City Manager

Audrey E. Vance
City Attorney

Andrea R. Fraser, Assistant County Attorney
Lee County Attorney's Office
P.O. Box 398
Fort Myers, Florida 33902-0398

Re: Interlocal Agreement,
Beach Park North

Dear Ms. Fraser:

Enclosed please find three originals of the above referenced Interlocal Agreement. After execution by Lee County, please return one original to the City, attention Dianne Lynn, City Clerk, for her file.

If you need anything further, or if I can be of further assistance, please feel free to call.

Very truly yours,

Debra Muchler
Deputy City Clerk

DAM
Enclosure

cc: Gary A. Price, City Manager
Audrey E. Vance, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN
LEE COUNTY AND CITY OF BONITA SPRINGS
FOR BEACH PARK NORTH ON HICKORY ISLAND**

This Interlocal Agreement is made and entered in this _____ day of _____, 2003 by and between the City of Bonita Springs, a municipal corporation of the State of Florida acting by and through its City Council, the governing body thereof, "City" and Lee County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "County", collectively, the "parties" hereto.

WITNESSETH:

WHEREAS, the City Council is the governing body in and for the City of Bonita Springs; and the Board of County Commissioners is the governing body in and for Lee County; and

WHEREAS, both the County and the City are duly empowered pursuant to Florida Statutes, in particular Section 163.01, Florida Statutes, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the County has jurisdictional responsibility of Hickory Boulevard and maintains certain property located at the north portion of Hickory Island, as described in Exhibit "A", Parcel 1, attached hereto; and

WHEREAS, the City desires to enhance this space by creating a small parking facility across from Lee County Beach Access Number 10, to provide additional parking on Bonita Beach, provide certain park improvements and to overall improve the appearance of the area; and

WHEREAS, the City wishes to provide this facility and maintain this facility at no additional cost to the County, who will retain jurisdictional responsibility of Hickory Boulevard and this parcel under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the City and the County, intending to be legally bound, hereby agree as follows:

Section One: **Purpose**

It is the purpose and intent of this Agreement to define the terms and conditions for the City to operate and maintain the small parcel which is across the road from Public

BSC-03-11-149

Beach Access Number 10, located within the corporate limits of the City of Bonita Springs and utilized by both residents and visitors of Bonita Springs.

All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and furtherance, the purpose as set forth in this paragraph.

Section Two: **Authority for Agreement**

The City represents to the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the governing body of the City, has been executed and delivered by the authorized officers of the City, and constitutes a legal, valid and binding obligation of the City.

The County represents to the City that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the governing body of the County, has been executed and delivered by an authorized officer of the County, and constitutes a legal, valid and binding obligation of the County.

Section Three: **Management, Operation and Use of the Right-of-Way Property**

The cost of construction, initial landscaping and maintenance of the enhanced level of services as described in Exhibit "B" will be borne by the City.

The City agrees to provide improvements to said property, in accordance with the plans and specifications approved by City and County and is marked as Exhibit "C", and by reference, made a part hereof.

Section Four: **Permits**

City will obtain all permitting necessary to create the beach park improvements.

Section Five: **Maintenance**

City agrees to maintain the beach park improvements and enhanced level landscaping and other items of the improvements, which may include items incidental to landscaping, including and irrigation system and replacement of dead sod or plant materials. City agrees to keep the property free of hazards and obstructions.

Section Six: **Indemnification**

The parties agree that by execution of this agreement, no party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes.

Section Seven: **Relocation**

The City agrees that should the Lee County Board of County Commissioners determine it necessary to use the property for staging of beach renourishment, the County, if possible, will notify the City at least 30 (thirty) days before the staging area is needed, advising whether all or part of the area needs to be used, with the County minimizing the area necessary to mitigate the need for landscape or permit removal. During the staging, the City will close the facility for any use by the general public.

If the placement, improvements, including but not limited to water, sewerage, gas, power, telephone located within the road right-of-way requires a location or removal of the landscape improvements and park improvements, then the City will reimburse the County for moving or removing the improvements or restoration of this area within thirty (30) days of the City's receipt of written notice at no cost to the County or affected utility, who will use their best efforts to minimize the area damaged by the utility work.

Section Eight: **Term of Interlocal Agreement**

This Interlocal Agreement shall be deemed effective as of December 1, 2003, with its execution by both parties, and will remain in full force and effect until September 30, 2053. The Agreement will continue in full force and effect unless at such time that the road is closed, abandoned, vacated, discontinued or reconstructed, or until the City receives the written notice of the County's termination of this Agreement after September 30, 2053.

Section Nine: **Assignment**

No assignment, delegation, transfer, or novation to this Agreement or part hereof, shall be made, unless approved by the City and the County.

Section Ten: **Notices**

Any notices or other documents permitted or required to be delivered pursuant to this Agreement, shall be delivered to the County at the Office of the County Manager and to the City, at the Office of the City Manager.

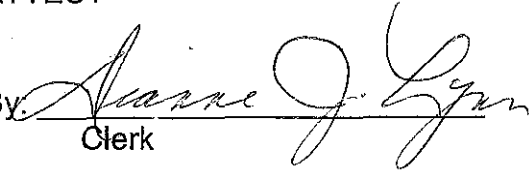
Section Eleven: **Amendment**

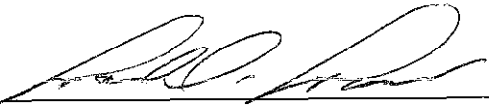
This Agreement may only be amended in writing duly executed by the City and the County.

IN WITNESS OF THE ABOVE, the City and the County have executed this Agreement on the day and month first written above.

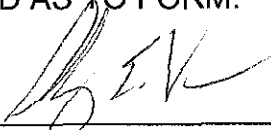
ATTEST

CITY OF BONITA SPRINGS

By: 
Clerk

By: 
Mayor

APPROVED AS TO FORM:

By: 
Office of the City Attorney

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney