

Lee County Board Of County Commissioners

Agenda Item Summary

Blue Sheet No. 20041001

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve the Interlocal Agreement between Town of Fort Myers Beach and Lee County for the design and construction of the Alternating Traffic Signal Project. The Alternating Traffic Signal Project concerns the implementation of the Alternating Traffic Signal at the intersection of San Carlos Boulevard and Buttonwood / Prescott (Traffic Signal Facility).

WHY ACTION IS NECESSARY:

Requires Board of County Commissioner approval for agreements.

WHAT ACTION ACCOMPLISHES:

By agreeing to the Agreement, Lee County is willing to undertake and assist the Town of Fort Myers Beach in the design and modification of the traffic signal at San Carlos Boulevard and Buttonwood / Prescott.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #

C9A

3. MEETING DATE:

08-24-2004

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 Transportation
- C. DIVISION

BY: Scott M. Gilbertson, P. E.
Director

7. BACKGROUND:

The Florida Department of Transportation (FDOT) has agreed to enter into agreement with the Town of Fort Myers Beach to advance the funding for this project. The Town of Fort Myers Beach agrees to pay the County for the design and construction activities to modify the Traffic Signal Facility at the intersection of San Carlos Boulevard and Buttonwood / Prescott to be capable of operating in an Alternating Traffic Signal mode at any time. The County agrees to perform the design services with either in-house staff or consultants, manage the design activities, perform or contract to have performed the activities to modify the Traffic Signal Facility, as described in the developed design plans. Lee County will submit a cost proposal for each task in the design and construction activities to the Town of Fort Myers Beach for approval. The cost proposal of any task will be submitted prior to the commencement of the task, and approval will be the Notice-to-Proceed with the specified task. The cost proposal will serve as a "Not-to Exceed" amount for the task. Lee County will invoice the Town of Fort Myers Beach for all services performed. Furthermore, the Town of Fort Myers Beach will pay the County within sixty-(60) calendar days after receipt of each invoice. Either party may terminate this Local Agreement upon giving thirty (30) days written notice.

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
<i>8/12/04</i> <i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	OA	OM	Risk	GC	<i>[Signature]</i> 8/10/04
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *8/10/04*
Time: *2:13*
Forwarded To:
Budget
8/10/04 4:25pm

RECEIVED BY
COUNTY ADMIN:
8/12/04
U. SS 2004
COUNTY ADMIN
FORWARDED TO: *[Signature]*
8/12/04
3:30pm

Town of Fort Myers Beach



Bill Thomas
Mayor

Garr Reynolds
Vice-Mayor

Don Massucco
Seat 1

Howard Rynearson
Seat 3

Bill VanDuzer
Seat 5

July 29, 2004

Lee DOT
5650 Enterprise Parkway
Fort Myers, Florida 33905

Attention: Stephen Jansen

Stephen,

Here are 3 Original signed versions of the Interlocal relative to the Alternating Light. It is my understanding that you will route this through the BOCC and then return one fully executed original to this office. Let me know if there is anything else you need from us at this time.

I look forward to working with you to bring this project to fruition.

Sincerely,

John Gucciardo, Deputy Town Manager

**INTERLOCAL AGREEMENT BETWEEN
TOWN OF FORT MYERS BEACH AND LEE COUNTY
FOR THE ALTERNATING TRAFFIC SIGNAL PROJECT**

THIS AGREEMENT is entered into this ____ day of _____, 2004, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof (“County”), and the **TOWN OF FORT MYERS BEACH**, a municipal corporation of the State of Florida, acting by and through its Town Council, the governing body thereof (“Town”), collectively, the “Parties”, hereto.

RECITALS

WHEREAS, the Town Council is the governing body in and for the Town of Fort Myers Beach, and the Board of County Commissioners is the governing body in and for Lee County; and,

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

WHEREAS, the County and the Town both recognize the need and mutual benefits of implementing the Alternating Traffic Signal at the intersection of San Carlos Boulevard and Buttonwood / Prescott (Traffic Signal Facility); and,

WHEREAS, the intersection of San Carlos Boulevard and Buttonwood / Prescott is on a

State Highway, outside the municipal limits of the Town, and is controlled by the State of Florida through its Department of Transportation (FDOT); and,

WHEREAS, the Town entered into an agreement with FDOT to advance the funding for this project; and,

WHEREAS, the County is willing to undertake and assist the Town in the design and modification of the traffic signal at San Carlos Boulevard and Buttonwood / Prescott so that motorists traveling to the Town may enjoy the associated benefits; and,

WHEREAS, the Parties hereto find that entering into this Interlocal Agreement serves a public purpose and is in the public's benefit.

NOW THEREFORE, the Parties agree to the following terms and conditions hereinafter set forth, the Town and the County, intending to be legally bound, hereby agree as follows:

1. The Recitals as set forth above are incorporated into the terms of this Interlocal Agreement as if set out herein at length.
2. The Town agrees to pay the County for the design and construction activities to modify the Traffic Signal Facility at the intersection of San Carlos Boulevard and Buttonwood / Prescott to be capable of operating in an Alternating Traffic Signal mode at any time.
3. The County agrees to perform the design services with either in-house staff or consultants, manage the design activities, perform or contract to have performed the activities to modify the Traffic Signal Facility as described in the developed design plans.
4. The County will submit a cost proposal for each task in the design and

construction activities to the Town for approval. The cost proposal of any task will be submitted prior to the commencement of the task, and approval will be the Notice-to-Proceed with the specified task. The cost proposal will serve as a "Not-to-Exceed" amount for a task.

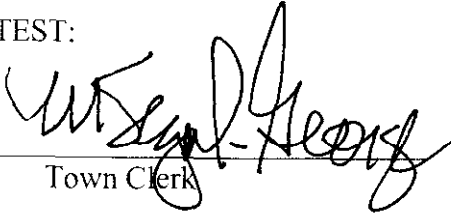
5. The County will invoice the Town for all services performed.
6. The Town will pay the County within sixty (60) calendar days after receipt of each invoice.
7. It is hereby agreed that either Party may terminate this Interlocal Agreement upon giving the other Party thirty (30) days written notice.
8. 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 by Florida Statutes.
9. If any provision of this Agreement is held invalid, the remainder of the Interlocal Agreement shall not be affected thereby, and all other parts of this Interlocal Agreement shall nevertheless be in full force and effect.
10. This Interlocal Agreement must be construed, and its performance enforced under Florida law.
11. This Interlocal Agreement is the entire Agreement between the Parties and shall not be modified or replaced except by another signed, written Interlocal Agreement.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals the day and year first above written.

ATTEST:

By: _____


Town Clerk



TOWN OF FORT MYERS BEACH

By: _____

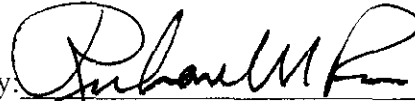
Mayor



APPROVED AS TO FORM:

By: _____

Town Attorney



ATTEST: CHARLIE GREEN
CLERK OF THE COURTS

By: _____

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____

Chairman

APPROVED AS TO FORM:

By: _____

Office of the County Attorney

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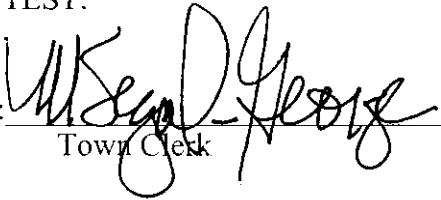
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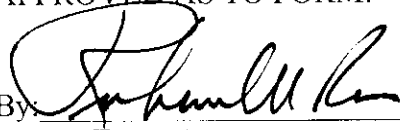
ATTEST:

TOWN OF FORT MYERS BEACH

By: 
Town Clerk

By: 
Mayor

APPROVED AS TO FORM:

By: 
Town Attorney

ATTEST: CHARLIE GREEN
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

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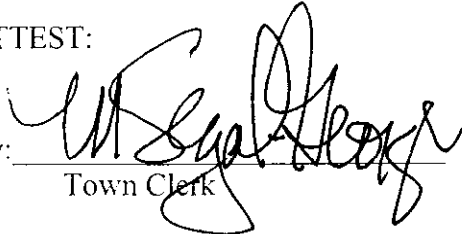
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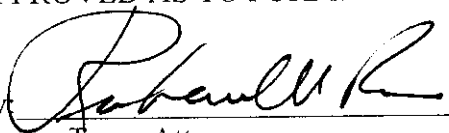
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