

Walk-On #1

PKS

Lee County Board Of County Commissioners  
Agenda Item Summary

Blue Sheet No. 20041482

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Interlocal Agreement with the City of Sanibel for the continuation of operation and maintenance of Bowman's Beach Regional Park, Turner Beach, Sanibel School Park, and Blind Pass parking area.

WHY ACTION IS NECESSARY: To formalize the agreement with the City of Sanibel which reduces costs of operation and maintenance for the City of Sanibel and Lee County

WHAT ACTION ACCOMPLISHES: Lee County Regional parking permits will continue to be honored at Bowman's Beach, Turner Beach and Blind Pass.

2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT # 1

3. MEETING DATE:

11-9-04

4. AGENDA:

5. REQUIREMENT/PURPOSE:  
(Specify)

6. REQUESTOR OF INFORMATION:

CONSENT  
 ADMINISTRATIVE  
 APPEALS

STATUTE  
 ORDINANCE  
 ADMIN.  
CODE  
 OTHER

A. COMMISSIONER  
B. DEPARTMENT Parks and Recreation  
C. DIVISION

BY: John Yarbrough, Dept. Director

PUBLIC  
 WALK ON

TIME REQUIRED:

7. BACKGROUND: On July 15, 1995, Lee County entered into an Interlocal Agreement with the City of Sanibel, referred to as Sanibel Contract No. 95-07-17. The original agreement was amended on 07-11-00, and a new agreement was approved on 10-01-00. This agreement allows Lee County residents the continued use of Bowman's Beach, Turner Beach, and Blind Pass with the Lee County Regional Park permit. The City of Sanibel will continue to maintain and operate these facilities. The City of Sanibel will use the revenue collected to fund beach related maintenance and security expenses. Excess revenues, if any, will be retained by the City and will be used to fund the City's beach improvements, including bike path connections to the beach facility. This agreement allows Lee County residents to enjoy Lee County facilities, saving dollars by both Lee County and the City of Sanibel.

8. MANAGEMENT RECOMMENDATIONS: Recommend approval of this agreement

9. RECOMMENDED APPROVAL:

| A<br>Department Director | B<br>Purchasing or Contracts | C<br>Human Resources | D<br>Other | E<br>County Attorney | F<br>Budget Services |                    |                    |                    | G<br>County Manager |
|--------------------------|------------------------------|----------------------|------------|----------------------|----------------------|--------------------|--------------------|--------------------|---------------------|
| <i>[Signature]</i>       | <i>Cindy Fogarty 11/5/04</i> | <i>[Signature]</i>   |            | <i>[Signature]</i>   | OA                   | OM                 | Risk               | GC                 | <i>[Signature]</i>  |
|                          |                              |                      |            |                      | <i>[Signature]</i>   | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> |                     |

10. COMMISSION ACTION:

APPROVED *JAMES K*  
 DENIED  
 DEFERRED  
 OTHER

Rec. by CoAtty  
Date: 11/5/04  
Time: 2:45  
Forwarded To  
*[Signature]*  
11/5/04

RECEIVED BY  
COUNTY ADMIN:  
11/5/04  
10:30 am SGT  
COUNTY ADMIN  
FORWARDED TO:  
11/5/04  
4:20 pm



## City of Sanibel

800 Dunlop Road  
Sanibel, Florida 33957-4096

[www.mysanibel.com](http://www.mysanibel.com)

AREA CODE - 239

|                      |          |
|----------------------|----------|
| CITY COUNCIL         | 472-4135 |
| ADMINISTRATIVE       | 472-3700 |
| BUILDING             | 472-4555 |
| EMERGENCY MANAGEMENT | 472-3111 |
| FINANCE              | 472-9615 |
| LEGAL                | 472-4355 |
| PARKS & RECREATION   | 472-9075 |
| PLANNING             | 472-4136 |
| POLICE               | 472-3111 |
| PUBLIC WORKS         | 472-6397 |
| UTILITIES            | 472-1008 |

November 02, 2004


**Mr. John Yarborough**  
Department Director  
Lee County Parks and Recreation  
Post Office Box 398  
Fort Myers, Florida 33902-0398

**Re: Bowmans' Beach Contract**

Dear Mr. Yarborough:

Enclosed please find an executed copy of the Bowmans' Beach Interlocal Agreement between Lee County and the City of Sanibel. Once the agreement has been fully executed please return a copy to the City of Sanibel.

Cordially,

  
Pamela Smith, CMC  
Deputy City Clerk

PS/me

Enclosure

INTERLOCAL AGREEMENT  
between  
THE CITY OF SANIBEL, FLORIDA  
and the  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS

For operation of Bowman's Beach Park, Turner Beach, The Sanibel School Park and Blind Pass Parking Area.

WHEREAS, the City of Sanibel, an incorporated Florida municipality (herein "City") and the Lee County Board of County Commissioners (herein "County") desire to enter into an agreement regarding their respective duties and responsibilities relating to the operation of Bowman's Beach Park, Turner Beach, The Sanibel School Park and Blind Pass Parking area; and

WHEREAS, the parties have previously entered into an Interlocal Agreement beginning on July 15, 1995, referred to as Sanibel Contract No. 95-07-17 and Lee County Contract No. C950708, for operation of Bowman's Beach Park, Turner Beach, Sanibel Elementary and Blind Pass Parking area; and

WHEREAS, this original agreement was amended on 07/11/00 to extend the agreement to 09/30/00; and

WHEREAS, the parties agreed to enter into a new Interlocal Agreement beginning on October 1, 2000 and continuing through September 30, 2005; and

WHEREAS, both parties agree it is mutually beneficial for the existing Interlocal Agreement to be modified prior to the September 30, 2005 date; and

WHEREAS, the parties wish to enter into a new agreement; and

WHEREAS, the City and County pursuant to Florida Statutes may enter such agreements.

Now, therefore in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. TERM AND MODIFICATIONS

- A. This agreement shall begin on the 10<sup>th</sup> day of November, 2004, and continue through the 9th day of November, 2034. The City and County agree to review this agreement annually.

- B. This Interlocal Agreement supercedes the prior Interlocal Agreement addressing these matters, the term of which was October 1, 2000 through September 30, 2005. Any modifications to this agreement must be in writing and executed in a manner similar to this agreement.

## II. BOWMAN'S BEACH

- A. The City of Sanibel will operate and maintain Bowman's Beach Regional Park with the following stipulations:
1. Park operations will be consistent with current County policies relating to hours of operation and level of services as established in this interlocal agreement between the parties. Any changes will be by mutual agreement.
  2. The County will fund major maintenance items, including those caused by natural and man-made disasters, which exceed \$5,000.00. The need and method for such maintenance to be determined by and approved by the City of Sanibel. The County may elect to make repairs, to contract for them, or to reimburse the City for them.
  3. The County will fund emergency cleanup of beach debris as the need and method is determined and approved by the City of Sanibel.
  4. All parking revenues will be collected and retained by the City to fund beach related maintenance and security expenses. Excess revenues, if any, will be retained by the City and will be used to fund City's beach improvements including bike path connections to the beach facility.
  5. The City may implement and enforce a parking fee program as defined in City Ordinance No. 94-06, as it may be amended, at the facility, providing that Lee County Regional parking permits and City of Sanibel parking permits issued shall be honored at Bowman's Beach Regional Park.
  6. Funding for Capital Improvements exceeding \$2,500 at the facility will be provided by the County through the County's Capital Improvement approval process. The City of Sanibel will determine the need and approve the Capital projects.

7. If and when the Sanibel Sewer System becomes available, the restroom facility will be connected to the system. The source and amount of connection fees and costs of removing on-site (septic) lines and drain field will be equally shared by both parties.

### III. TURNER BEACH/BLIND PASS

- A. The City will operate and maintain the Turner Beach parking lot and restrooms. The City will collect and retain parking fees, which will be used to fund operating costs. Funds in excess of operating costs will be retained by the City to fund the City's beach improvements including bike path connections to the beach facility.
- B. The County will assist the City with major maintenance items, including those caused by natural and man-made disasters, which exceed \$2,500. The County may elect to make repairs, to contract for them, or to reimburse the City for them.
- C. The City may implement and enforce a parking fee program as defined in City Ordinance No. 94-06, as it may be amended, at the facility, providing that Lee County Regional parking permits and the City of Sanibel parking permits issued shall be honored at Turner Beach.
- D. If and when the Sanibel Sewer System becomes available, the restroom facility will be connected to the system. The source and amount of connection fees and costs of removing on-site (septic) lines and drain field will be equally shared by both parties.
- E. The City will operate and maintain the Blind Pass parking lot located in the City. Operating funds will be generated from parking fees. Excess revenues will be utilized for beach improvements, beach maintenance and security. This will be operated as a general parking area under the City's parking ordinance. Up to seven parking spaces may be set aside for A or A/B parking under the City's ordinances. The remainder of the lot will be open to the general public. The renovation of this lot was funded by TDC and, as such, this lot must remain open to the general public in perpetuity.

### IV. THE SANIBEL SCHOOL PARK

- A. This park is located within the physical boundaries of the City of Sanibel. The City will operate and maintain the park at The Sanibel School. This will include, but not be limited to, the ball fields, proposed tennis courts, playgrounds, pavilion, proposed skate area and all other park amenities.

- B. The City will fund the operations of the park that is not reimbursed by the School District and the County.
- C. The County agrees to pay the City thirty-three (33%) of the park's operating expenses, per year.
- D. For the purposes for this Agreement, a Capital Outlay shall be defined as any single expenditure exceeding \$750 for any equipment, facility or other item with a useful life expectancy of one (1) or more years. The City of Sanibel shall determine the need or desirability of a Capital Outlay.
- E. Funding for Capital Improvements at the facility will be proportionately shared by the County, through the County's Capital Improvement approval process. The City of Sanibel will determine the need and approve the Capital projects. The percentage will be thirty-three (33%) of the total cost.

#### V. INSURANCE

- A. The City will be required to maintain insurance in accordance with the coverage limits as set forth in the following insurance guide.

#### WORKERS COMPENSATION

Statutory benefits as defined by FS 440, as amended or in any successor statute, encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employee liability will have minimum limits of:

- \$100,000 per accident
- \$500,000 disease limit
- \$100,000 disease limit per employee

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability and broad form property damage exposures with minimum limits of:

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PI) or
- \$300,000 combined single limit (CSL) of BI and PD

**BUSINESS AUTOMOBILE LIABILITY**

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$300,000 combined single limit (CSL) of BI and PD

**CERTIFICATES OF INSURANCE**

The Lee County Board of County Commissioners is to be shown as the certificate holder and shall be added as an additional insured comprehensive general liability policy. Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change. An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Division prior to the commencement of any work activities. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with Risk Management at least 15 days prior to the expiration date. All privatized projects/vendors shall be required to provide and have in effect insurance as in accordance with the coverage limits set forth in Section A.

**VII COUNTY AUDIT**

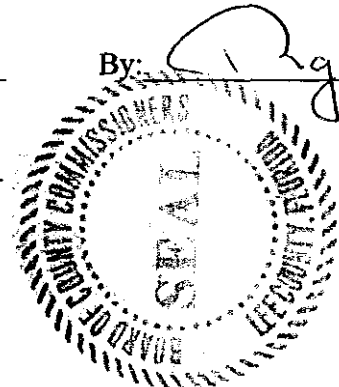
- A. The City shall maintain auditable records concerning this agreement adequate to account for all receipts and expenditures, and to document compliance with the documents. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record keeping method required in the event of non-conformity. These records shall be maintained for a two (2) year period and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Records Act.

IN WITNESS WHEREOF, Lee County and the City of Sanibel have caused this agreement to be executed by their authorized officers.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: Michelle L Cooper  
Deputy Clerk  
[Signature]  
Office of County Attorney

By: [Signature]  
The seal is circular with a double-line border. The outer ring contains the text "BOARD OF COUNTY COMMISSIONERS" at the top and "LEE COUNTY, FLORIDA" at the bottom. In the center, the word "SEAL" is written vertically.