

WALK ON #3

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20050276

1. Action Requested/Purpose: Execute Interlocal Agreement authorizing payment of \$3,540,993 to the Captiva Erosion Prevention District (CEPD); approve transfer in the amount of \$1,184,802 from Project 00686 Beach Renourishment Trust Fund to Project 203061 Captiva Renourishment and amend the FY04/05-08/09 CIP accordingly.

2. What Action Accomplishes: Allows for Lee County to provide cost sharing to CEPD in advance of upcoming renourishment project.

3. Departmental Category:

4. Meeting Date:

03-01-2005

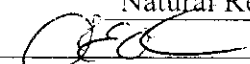
5. Agenda:

6. Requirement/Purpose (specify)

7. Request Initiated:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

- Statute
- Ordinance
- Admin. Code
- Other

Commissioner Bob Janes
Department Public Works
Division Natural Resources
By: 
Roland Ottolini

8. Background:

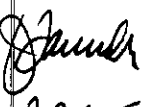
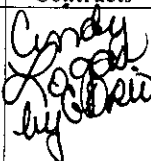
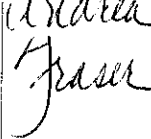
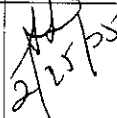

Captiva Island beaches have been designated as critically eroding by the State of Florida. To manage the erosion, CEPD has constructed and maintained a beach renourishment program since 1988. Because of the general public benefits in terms of economic factors and recreational opportunities, and the storm protection benefits to private property as well as County infrastructure including Turner Beach Park, Sanibel-Captiva Road and Captiva Drive, the County has been asked to contribute a portion of the costs of the next renourishment project.

The renourishment project is scheduled for construction in the summer of 2005 by the US Army Corps of Engineers (USACE) at a total estimated cost of \$24,614,704. The County has anticipated this project in our Long Range Beach Erosion Control Plan, and funds are available in the Captiva Renourishment Project (203061) and the Beach Renourishment Trust Fund (200686).

As a USACE managed project, the non-federal portion of the cost sharing must be available prior to bid opening. CEPD is USACE's local sponsor and is responsible to meet this requirement. The County is advancing funding to CEPD based on the estimated cost share. The Florida Department of Environmental Protection and CEPD will similarly be advancing their estimated cost shares. Upon project completion, a certification of final costs will be provided to the CEPD and the County. If construction costs are less than estimated, CEPD and the County will determine what level of reimbursement is due to the County.


Natural Resources staff recommends approval of this item.

9. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
 2-24-05	 2-24-05		BAD 2/24		P.M. 2/25/05	MRE 2/25/05	P.M. 2/25/05	 2/25/05	 2-24-05

10. Commission Action

Approved

RECEIVED BY
COUNTY ADMIN:
Deferred
2-25-05 
COUNTY ADMIN
FORWARDED TO:
2/25/05
415

Denied

Other

Rec. by CoAtty
Date: 2/21/05
Time: 4:55
Forwarded To:
Co. Admin.
2/25/05

M E M O R A N D U M
FROM
THE DIVISION OF
NATURAL RESOURCES

DATE: February 24, 2005

TO: Patricia Geren
Public Resources

FROM: Roland Ottolini 

SUBJECT: Board of County Commissioners Meeting of March 1, 2005
Request for Walk-On, Blue Sheet 20050276

Pursuant to a request by Commissioner Janes at the Board meeting of February 22, 2005, please find attached an agenda request item for the meeting of March 1, 2005.

Should you have any questions or comments, do not hesitate to contact me. Thank you for your consideration.

Attachments

2005 FEB 24 PM 4:54
RECEIVED BY
LEGAL ATTORNEY

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Cap Improve – Tour Dev Beach Prj DATE: 02/21/05 BATCH NO.: _____

FISCAL YEAR: 04/05 FUND NO.: 30101 DOC. TYPE: YB LEDGER TYPE: BA

TO: Cap Improve – Tour Dev Beach Projects Marine Sciences Capital Projects
 (Division Name) (Program Name)

NOTE: Please list the account number below in the following order:
 Business Unit (dept/div, program, fund, subfund); Object Account; Subsidiary; Subledger
 (Example: BB 5120100100.503450)

<u>Account Number</u>	<u>Object Name</u>	<u>DEBIT</u>
20306130101.503490	Captiva Renourishment Other Contracted Services	\$1,184,802
TOTAL TO:		<u>\$1,184,802</u>

FROM: Cap Improve – Tour Dev Beach Projects Marine Sciences Capital Projects
 (Division Name) (Program Name)

<u>Account Number</u>	<u>Object Name</u>	<u>CREDIT</u>
20068630101.503490	Beach Renourishment Trust Fund Other Contracted Services	\$1,184,802
TOTAL FROM:		<u>\$1,184,802</u>

EXPLANATION: To fund the anticipated County share of the Captiva Beach Renourishment Project.


 DIVISION DIRECTOR SIGNATURE/DATE

 2/25/05
 DEPARTMENT HEAD SIGNATURE/DATE

DBO: APPROVAL DENIAL

 2/25/05
 OPS. ANALYST SIGNATURE DATE

OPS. MGR.: APPROVAL DENIAL

 2/25/05
 OPS. MGR. SIGNATURE DATE

CO. MGR.: APPROVAL DENIAL

 2-25-05
 CO. MANAGER SIGNATURE DATE

BCC APPROVAL DATE: _____

 BCC CHAIRMAN SIGNATURE

BA. NO. _____ AUTH CODE _____ TRANS DATE _____

INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE CAPTIVA EROSION
PREVENTION DISTRICT FOR FUNDING OF BEACH RENOURISHMENT

This Interlocal Agreement, made and entered into this ____ day of _____, 2005, by and between the Board of County Commissioners of LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the CAPTIVA EROSION PREVENTION DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as the "District."

WITNESSETH:

WHEREAS, beach erosion is a threat to the economy and general welfare of the visitors and citizens of Lee County; and

WHEREAS, it is a necessary governmental responsibility to properly manage and protect Lee County beaches fronting on the Gulf of Mexico from erosion through beach restoration and nourishment projects, including inlet management projects that cost-effectively provide beach-quality material for adjacent critically eroded beaches; and

WHEREAS, the beaches of Captiva Island and the northern portion of Sanibel Island have been designated by the State of Florida as critically eroded; and

WHEREAS, the District is a beach and shore preservation district created under Chapter 81-413, Florida Statutes and Section 161.32, Florida Statutes, with power to develop and execute plans for beach and shore preservation; and

WHEREAS, the District conducted the Captiva Beach Restoration Project in 1988/89, maintenance nourishment of the beach in 1995/96 and needs to ensure the continued maintenance and protection of that investment; and

WHEREAS, the District has adopted a plan for beach maintenance and renourishment of the Captiva Island beaches to afford both continued protection to upland property and enhance Southwest Florida's tourist economy; and

WHEREAS, the federal government has appropriated emergency funds under Public Law 84-99 for the repair of beach erosion caused by hurricanes during the summer of 2004; and

WHEREAS, the District is entering into a agreements with the United States Army Corps of Engineers (USACOE) to permit and construct the next renourishment project during the summer of 2005 and to provide federal cost sharing for said activities; and

WHEREAS, it is in the interest of the County and the District to maximize the federal funding of the renourishment project; and

WHEREAS, it is in the interest of the public health, safety and welfare for the County to

cooperate with the District in preventing erosion on Captiva Island, which includes the protection of Sanibel-Captiva Road, Blind Pass Bridge and Turner Beach,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the County and the District agree as follows:

1. The Project shall consist of necessary design, permitting, engineering, construction and monitoring. The Project shall include placement of approximately 1.3 million cubic yards of sand along the shoreline extending from Redfish Pass through Bowman's Beach as well as reconstruction and extension of the groin at Redfish Pass as general shown in Attachment A. The total project costs are estimated at \$24,614,704.00.
2. The work to be completed on northern Sanibel will satisfy the responsibility for the average placement of 25,000 cubic yards of sand per year onto northern Sanibel to mitigate for erosion in the vicinity of Blind Pass as required by the Interlocal Agreement Between the Captiva Erosion Prevention District, Lee County, and the City of Sanibel, executed April 18, 2000 (Attachment B).
3. Recognizing the County has an interest in the Project and has included the Project in its Long Range Beach Erosion Control Budget Plan in anticipation of construction in 2005, the County will provide to the District \$3,540,993.00 as its estimated cost share in the Project.
4. The USACOE Agreement with the District will require that local funds be made available prior to opening bids for the construction of the Project. In accordance with this, the County agrees to provide the funding referenced above within fourteen (14) days of receipt of a written request from the District, and the District will deposit the funds in accordance with USACOE requirements.
5. The County and the District agree that this funding is provided based on an expectation that the USACOE will construct the Project during the summer of 2005, and the County and District further agree to cooperate with USACOE in effort to ensure compliance with this schedule.
6. Upon completion of the Project, the District shall provide the USACOE certification of final Project costs, sources of funds received for the Project, and use of Project funds.

7. In the event that Project costs are less than \$24,614,704, the County and District shall review the certification of Project costs to determine what level of reimbursement is due to the County. Reimbursement shall be in proportion to the County share of the Project benefits as compared to the total cost of the Project.
8. Hold Harmless. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, District shall indemnify, defend and hold harmless County against any actions, claims or damages arising out of District's negligence in connection with this Agreement, and County shall indemnify, defend and hold harmless District against any actions, claims or damages arising out of County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.
9. Notices to the respective parties shall be forwarded, in writing to:

Board of Commissioners
Lee County
Post Office Box 398
Fort Myers, FL 33902

Captiva Erosion Prevention District
Post Office Box 365
Captiva Island, FL 33924

10. Modifications of provisions of this Agreement shall be valid only after they have been written, signed and incorporated into this Agreement.

IN WITNESS WHEREOF, the parties have caused these presence to be executed by their duly authorized officers and their official seals hereto affixed the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

Chairman

ATTEST: Charlie Green
Clerk of Court

APPROVED AS TO FORM:

By: _____
Deputy Clerk

By: _____
Office of County Attorney

CAPTIVA EROSION PREVENTION DISTRICT

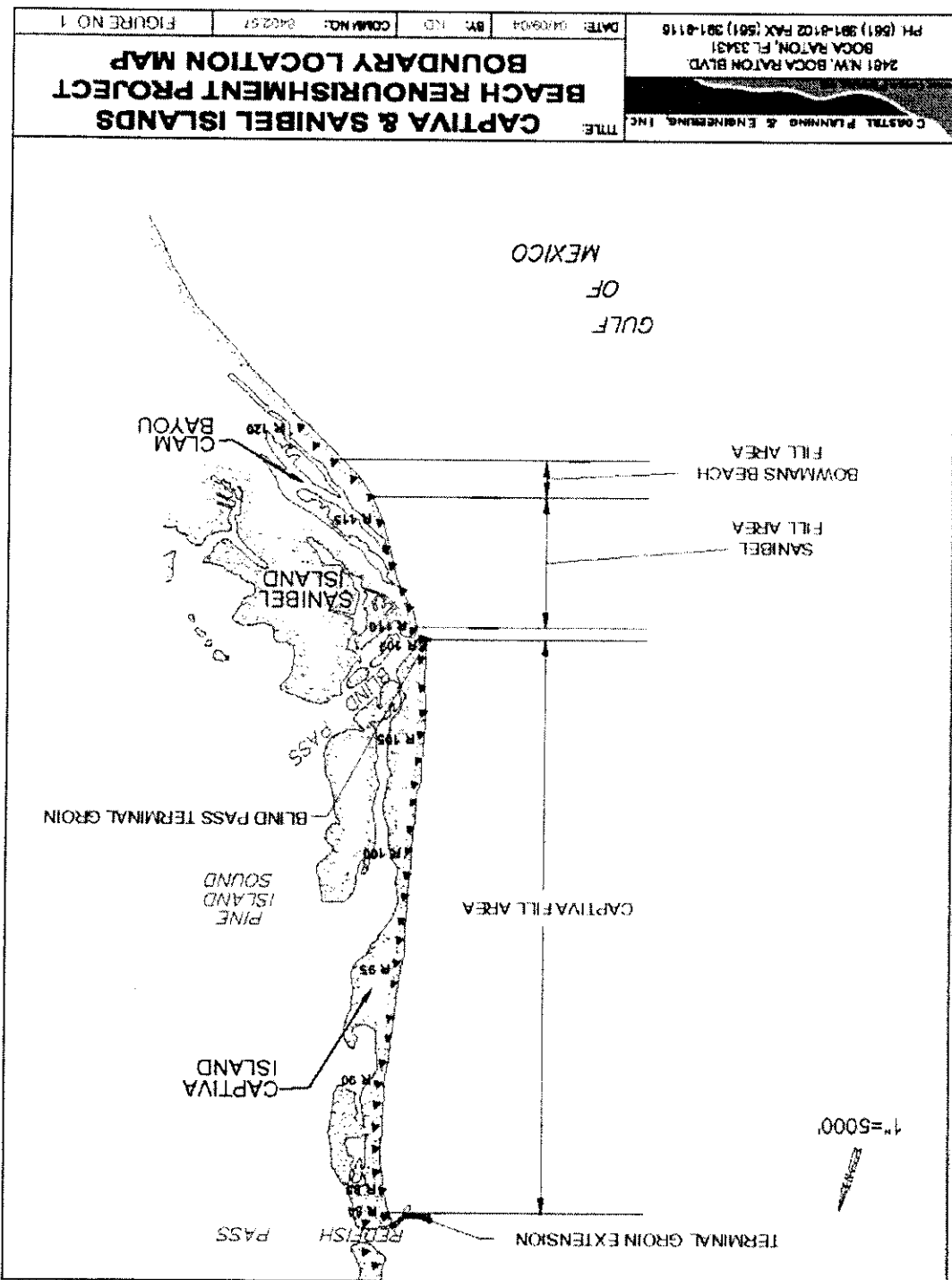
Chairman

ATTEST:

APPROVED AS TO FORM:

By: _____
Secretary

By: _____
District Attorney



INTERLOCAL AGREEMENT BETWEEN THE CAPTIVA EROSION PREVENTION DISTRICT, LEE COUNTY, AND THE CITY OF SANIBEL.

THIS AGREEMENT is made and entered into this day 18th day of April, 2000 by and between the CAPTIVA EROSION PREVENTION DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as the "District", LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the CITY OF SANIBEL, a Florida municipal corporation, hereinafter referred to as "Sanibel".

WITNESSETH:

WHEREAS, Part 1 of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, the District is a beach and shore preservation district created under Section 161.32, Florida Statutes with authority to develop and execute plans for beach and shore preservation; and

WHEREAS, an interlocal agreement between the aforementioned parties dated August 16, 1995 stated that the District may be required to place a certain amount of sand on northern Sanibel to mitigate said loss from the District's 1988 Beach Restoration Project; and that the District and County, as part of the Blind Pass Inlet Management Plan process, or as soon as reasonably practicable, will jointly notify Sanibel and the Florida Department of Environmental Protection as to how the allocation will be made of future responsibility between the District and the County for the Blind Pass groin and extension; and

WHEREAS, the District, the County and Sanibel have worked together cooperatively in developing a plan for the placement of mitigative sand on the north shores of Blind Pass as a permanent extension of the Captiva Beach Maintenance Project ("Blind Pass Project"); and

Now, therefore, in consideration of the foregoing and the mutual covenants contained herein, the District, the County and Sanibel agree as follows:

1. Purpose of Agreement. The purpose of this agreement is to provide for a method for allocation of future costs and responsibilities associated with the Blind Pass project.
2. Blind Pass Project. The District and the County will be responsible for placement of sand in northern Sanibel Island in conjunction with each regularly scheduled

Captiva Island renourishment construction project. The fill required to be placed by the District and County on Sanibel will be sufficient to refill the construction template described in FIGURE "1" between DEP monuments R110 and R116 to replace sand that has eroded from that beach up to a maximum amount; said maximum amount to be equivalent to 25,000 cubic yards per year for each year from the last renourishment project.

If Sanibel wishes to place sand in excess of the maximum amount outside of the template described in the preceding paragraph, Sanibel will be responsible for all costs associated with the sand placement.

There will be no modifications or alterations to the existing groin excluding maintenance at Blind Pass without the mutual agreement of the District, County and Sanibel, with the exception of emergency measures to protect the bridge and/or evacuation route

3. The Term. The term of this Agreement shall be for 15 years from the date of execution, subject to the cancellation provisions as hereinafter enumerated; provided however that the agreement may be extended thereafter in writing pursuant to terms and conditions mutually agreeable to the parties.
4. Obligations of the District. The District shall:
 - a. Monitor the project area on an annual basis and provide the results of the monitoring to Sanibel.
 - b. Prepare detailed plans, specifications and a general program outlining the order, rate of prosecution and method of accomplishing the Blind Pass Project in conjunction with their scheduled maintenance nourishments.
 - c. Endeavor to secure state funding to pay a portion of the costs for fill to be placed on Sanibel from R110 through R120.
 - d. Plan and execute each renourishment project to include all of Captiva and the northern portion of Sanibel from R110 through R120. The amount of fill to be placed between R116 and R120 will be coordinated with Sanibel.
 - e. Acquire the necessary interests in land, easements and rights of way in cooperation with Sanibel.
 - f. Secure competitive bids for all work to be performed by contracts.
 - g. Prior to award of construction contract (s), submit to Sanibel and the County a detailed estimate of costs, a tabulation of all bids received, and furnish a copy of the contract to be awarded to the lowest qualified bidder.

- h. Prior to award of construction contract (s), submit to Sanibel and the County a statement certifying the total project costs, sources and uses of funds for the Blind Pass Project as determined by bid awards and showing such costs and funds in an updated projection summary.
- i. Inform Sanibel and the County in writing of any change in the Blind Pass Project costs, sources of funding for the Blind Pass Project and use of Blind Pass Project funds during prosecution of work on the Blind Pass Project.
- j. Establish a Blind Pass Project construction account for the receipt and use of all funds contributed by the District, the County and any other funding source for Blind Pass Project funding, pursuant to the agreement.
- k. Provide adequate and continuous engineering inspection and monthly progress reports showing the work completed throughout the construction of the Blind Pass Project and make the reports available for inspection at the reasonable request (s) of Sanibel or the County.
- l. Keep books, records, documents and other evidence pertaining to costs and expenses incurred for the construction to the extent and in such detail as will properly reflect total Blind Pass Project costs and funding of the Blind Pass Project. The District shall make available at its office at reasonable times, such books, records, documents and other evidence for inspection and audit by authorized Sanibel or County representatives for a minimum of three years after completion of construction of the Blind Pass Project.
- m. Notify Sanibel or the county of the satisfactory completion of the Blind Pass Project. The District shall provide a certification of final Blind Pass Project costs, sources of funds received for the Blind Pass Project and use of Blind pass Project funds.
- n. Cooperate with Sanibel and the County in the procurement of grants for the Blind Pass Project.
- o. If grants are awarded for the Blind Pass Project from any source during or after the completion of the Project, upon notification of receipt of such grants for the Blind Pass Project, at the completion of the Blind pass Project or upon the receipt of grants subsequent to completion, the district shall provide an accounting and distribute such grants monies according to the cost sharing provisions of this agreement.
- p. Contribute to the Blind Pass Project half of the costs of the portion of the project that has been identified to be a joint responsibility of the County and the District.

5. Obligations of the County. The county shall:

- a. Maintain those beach accesses, parking areas, and other public use facilities already maintained by the County during the period prior to construction and thereafter, as reasonably permitted in consideration of the public, health, safety and welfare.
- b. Where reasonably possible, provide all County permits as necessary for the construction of the Blind Pass Project after plans, applications, drawings, or specifications are properly submitted and approved by the appropriate County officials.
- c. Cooperate with the District and Sanibel in the procurement of grants for the Blind Pass Project.
- d. Contribute to the Blind Pass Project half of the costs of the portion of the project that has been identified to be a joint responsibility of the County and District.

6. Obligations of Sanibel. Sanibel shall.

- a. Cooperate in the acquisition of necessary interest in land, easements and rights of way for the construction of the Blind Pass Project.
- b. Cooperate in the establishment of the Erosion Control Line, if required by state law.
- c. Maintain those beach accesses, parking areas, and other public use facilities already maintained by Sanibel during the period prior to construction and thereafter, as reasonably permitted in consideration of the public, health, safety and welfare.
- d. Where reasonably possible, provide all city permits as necessary for the construction of the Blind Pass Project after plans, applications, drawings or specifications are properly submitted and approved by the appropriate city officials.
- e. Cooperate with the District and the County in the procurement of grants for the Blind Pass Project.
- f. As consideration for the ongoing renourishment of the Sanibel beaches by the Blind Pass Project, Sanibel, pursuant to this agreement, waives any claim for liability for any erosion that may occur within the project template area above and beyond the agreed upon mitigation.

7. Cancellation of the Agreement.

This Agreement may be cancelled or modified only upon the written approval of each party to the agreement.

Notices to the respective parties shall be forwarded, in writing, to:

Board of County Commissioners
Lee County, Florida
Post Office Box 398
Fort Myers, Florida 33902

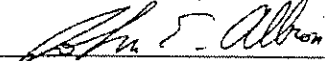
Board of Commissioners
Captiva Erosion Prevention District
Post Office Box 365
Captiva, Florida 33924

City Council
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

Modifications of provisions of this Agreement shall be valid only after they have been written, signed, and incorporated into this Agreement.

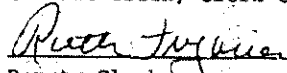
IN WITNESS WHEREOF, Lee County, Florida has caused this Agreement to be signed by the Chairman of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board; the Captiva Erosion Prevention District has caused this Agreement to be signed by the Chairman of the Board of Commissioners of the Captiva Erosion Prevention District and its corporate seal to be affixed hereto, attested by its Secretary, and the City of Sanibel has caused this Agreement to be signed by the Mayor of the City of Sanibel and the seal of said City to be affixed hereto and attested by the City Clerk on the date and year first above written.

BOARD OF COMMISSIONERS
OF LEE COUNTY, FLORIDA



Chairman

ATTEST:
Charlie Green, Clerk of Courts



Deputy Clerk

ATTEST:

Sandra G. Guenther
By:

CITY OF SANIBEL

[Signature]
Mayor

ATTEST:

Alvin Hays
By:

CAPTIVA EROSION PREVENTION DISTRICT

[Signature]
Chairman

ATTEST:

By:

APPROVED AS TO FORM:

By: Nancy E. Grand
District Attorney

APPROVED AS TO FORM:

By: Andrea R. Jones
Office of County Attorney

By: Paul D. Pratt
Sanibel City Attorney

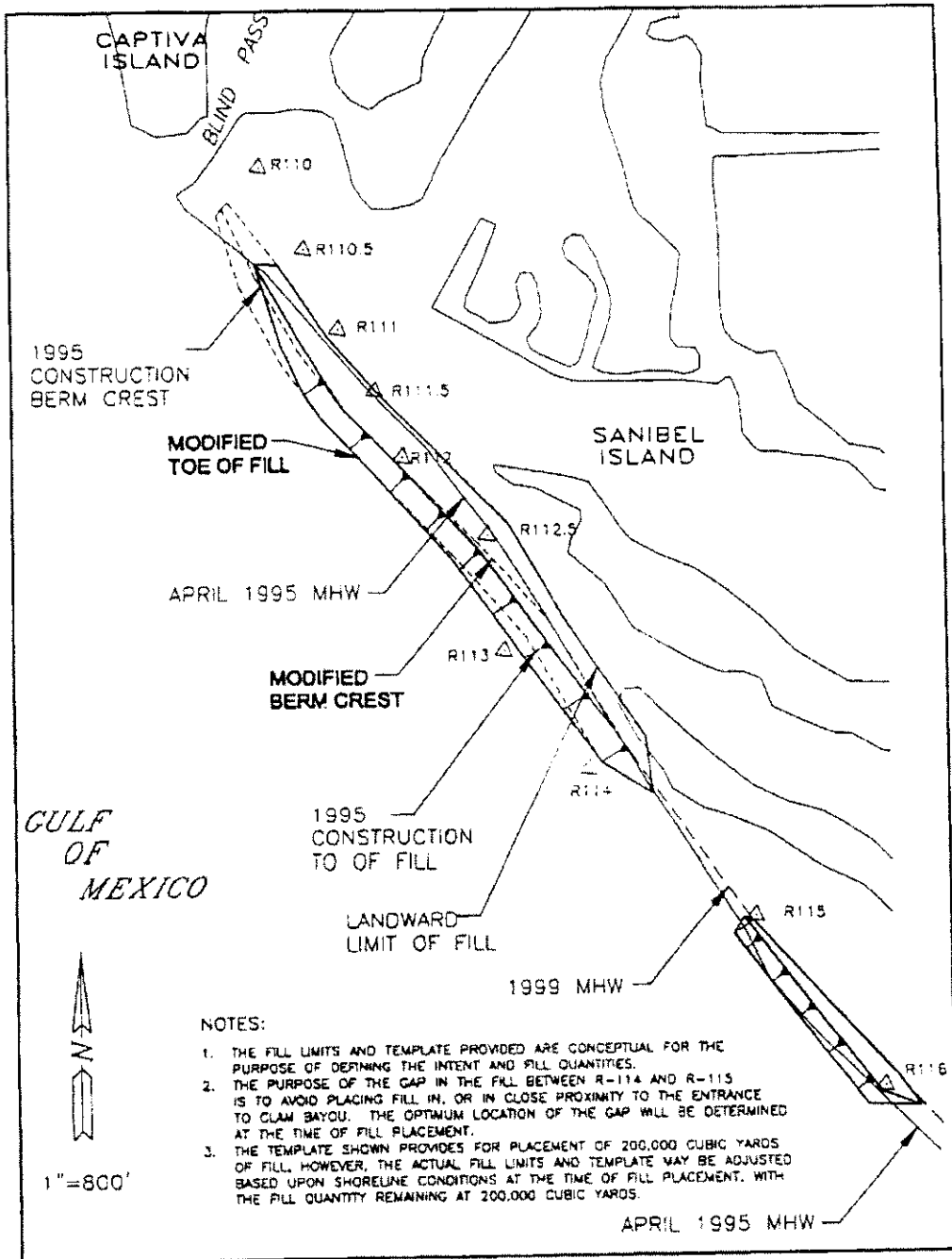


FIGURE 1

TEMPLATE FOR FILL PLACEMENT NORTH SANIBEL

COASTAL PLANNING & ENGINEERING, INC.