

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

Blue Sheet No. 20050899

1. ACTION REQUESTED/PURPOSE: Request Board approve and authorize the Chairman to sign this agreement between Florida Department of Transportation (FDOT) and Lee County, transferring jurisdictional responsibility for that portion of Daniels Road from the western extent of the limited access right of way of I-75 (State mile post 7.247) to the eastern extent of the limited access right of way (State Mile post 7.760), a distance of 0.513 miles.

2. WHAT ACTION ACCOMPLISHES: Transfers Jurisdiction of 0.513 miles of Daniels Road from Lee County to FDOT.

3. MANAGEMENT RECOMMENDATION: Management recommends approval.

4. Departmental Category: _____

CGH

5. Meeting Date: *06-28-2005*

- 6. Agenda:**
 Consent
 Administrative
 Appeals
 Public
 Walk-On

- 7. Requirement/Purpose: (specify)**
 Statute
 Ordinance
 Admin. Code
 Other

8. Request Initiated:
 Commissioner _____
 Department Transportation
 Division _____
 By: Scott Gilbertson

9. Background:

Lee County recently accepted jurisdiction over that portion of Daniels Parkway from west of I-75 to east of Treeline Avenue, this segment being 0.744 miles long. Lee County currently has jurisdiction over the balance of Daniels Parkway. It has recently come to light that the State is prohibited from transferring jurisdiction over that portion of Daniels between the limited access right of way lines (0.513 miles); therefore, FDOT is requesting the reversal of the jurisdictional transfer over that portion of Daniels within limited access right of way as purchased for I-75.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i> 6/15	NA		<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i> 6-15-05

11. Commission Action:

- Approved
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<i>6-15-05</i>
<i>3:50</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<i>6/15/05</i>
<i>2:30 pm</i>

Rec. By: <i>[Signature]</i>
Date: <i>6/15/05</i>
Time: <i>3:00 pm</i>
Forwarded to: <i>[Signature]</i>
<i>6/15/05 3:00</i>
<i>DDM</i>

**AGREEMENT BETWEEN THE
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
LEE COUNTY FOR THE TRANSFER OF DANIELS PARKWAY**

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and LEE COUNTY, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, in accordance with Section 334.044 and 335.0415, Florida Statutes, to assign jurisdictional responsibilities of roads; and

WHEREAS, the DEPARTMENT has requested the transfer of a portion of Daniels Parkway (Section 12100-000) from the County Road System to the State Highway System; and this transfer is mutually agreed upon between the DEPARTMENT and the COUNTY; and

WHEREAS, the COUNTY by Resolution, dated the _____ day of _____, 2005, a certified copy of which is attached hereto and made a part hereof, has authorized its Chairman of the Board of County Commissioners to enter into this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. a) That portion of Daniels Parkway from the physical gore of the entrance and exit ramps, west of I-75 (Milepost 7.247) to the Limited Access Right-of-Way line (Milepost 7.760 or 279.8 feet east of Rest Area Entrance), for an approximate total length of 0.513 miles (hereinafter the "Road"), shall be transferred from the COUNTY to the DEPARTMENT.
- b) The DEPARTMENT accepts all responsibility for operation and maintenance of the Road. In addition to the Road, this Agreement transfers to the DEPARTMENT all curbs, sidewalks, culverts, and drainage structures within the Road right-of-way at the time of transfer. Said responsibility extends from right-of-way line to right-of-way line. The COUNTY gives up all rights to the Road, except as may be specified in this Agreement. The DEPARTMENT shall continue to maintain all areas within the limited access right-of-way lines of Interstate 75 and Daniels Parkway.
- c) It is agreed that all obligations of the COUNTY, under any circumstances, utility or other such agreement, relating to the Road is hereby transferred to and assumed by the DEPARTMENT.
- d) The DEPARTMENT agrees to maintain, as originally constructed, the ROAD including all curbs, sidewalks, culverts, and drainage structures within the Road right-of-way at the

time of transfer. Said maintenance shall be performed in accordance with applicable federal, state or local laws, rules, and regulations.

2. All notices under this Agreement shall be directed as follows:

TO DEPARTMENT:

Ron Gruver
Florida Department of Transportation
Post Office Box 1249
Bartow, Florida 33831-1249

TO COUNTY:

Scott Gilbertson, Director
Lee County Department of Transportation
Post Office Box 398
Fort Myers, Florida 33902-0398

3. Existing deeds or right-of-way maps applicable to the ROAD will be recorded, by the DEPARTMENT, in the public land records of Lee County. If right-of-way maps do not exist, the DEPARTMENT shall have the responsibility to make such maps and record them in the public records of Lee County.
4. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
5. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or condition contained herein shall be effective unless contained in a written document executed with the same formality and of equal herewith.
6. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
7. Unless otherwise stated herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF the COUNTY has caused this Agreement to be executed on its behalf this _____ day of _____, 2005, by the Chairman, authorized to enter into and execute same by Resolution Number _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District One, Florida Department of Transportation, this _____ day of _____, 2005.

LEE COUNTY
FLORIDA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSION

By: _____
DISTRICT SECRETARY

ATTEST:

ATTEST:

By: _____ (Seal)

By: _____ (Seal)

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
COUNTY ATTORNEY

By: _____
DISTRICT LEGAL COUNSEL *pmd*

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By: _____
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LEE COUNTY
FLORIDA

By: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSION

ATTEST:

By: _____ (Seal)

Approved as to Form and Legality:

By: _____
COUNTY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
DISTRICT SECRETARY

ATTEST:

By: _____ (Seal)

Approved as to Form and Legality:

By: _____
DISTRICT LEGAL COUNSEL *pmc*