

Agenda Item Summary

**1. ACTION REQUESTED/PURPOSE:** Approve an Interlocal Agreement with the City of Bonita Springs for the Division of County Lands to handle all of the City's real estate acquisition activities.

**2. WHAT ACTION ACCOMPLISHES:** Allows the City of Bonita Springs to utilize the expertise and services of a well established real estate office which specializes in governmental land acquisitions; County Lands will charge the City the hourly rate which is the "full cost" of staff time.

**3. MANAGEMENT RECOMMENDATION:** Approve.

**4. Departmental Category:** 06

**C6A**

**5. Meeting Date:** 08-01-2006

**6. Agenda:**

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

**7. Requirement/Purpose:** (specify)

- Statute 163.01
- Ordinance
- Admin. Code
- Other

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Independent  
 Division County Lands *Ac 7/12*  
 By: Karen L. W. Forsyth, Director *KLF*

**9. Background:**

The City of Bonita Springs seeks to utilize the services currently provided to County Departments by the Division of County Lands. The City was developed under a government "light" theory, adopting a policy that prefers the outsourcing of certain services through contractual arrangements and Interlocal Agreements.

The Division of County Lands has proven, since its inception in 1987, to provide the most efficient and cost effective governmental real estate turn-key services in Southwest Florida. The Division has already been providing successful services to the City under separate joint City/County project agreements. The anticipated future work from the City is less than 10% of County Lands' overall anticipated workload and will be sporadic throughout the next several years. County Lands will charge the City the full cost hourly rate. This rate is currently \$78.00/hour.

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>KLF</i>	<i>N/A</i>			<i>Timothy</i>	Analyst <i>7/12/06</i>	Risk <i>7/12/06</i>	Grants <i>7/12/06</i>	Mgr. <i>7/17/06</i>	<i>HS 7/12/06</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>7-12-06</i>
COUNTY ADMIN FORWARDED TO: <i>7/19/06</i> <i>4pm</i>

Rec. by CoAtty
Date: <i>7/12/06</i>
Time: <i>11:15 am</i>
Forwarded to: <i>ADMIN</i> <i>3:30 pm 7/12/06</i>

**INTERLOCAL AGREEMENT  
REAL ESTATE ACQUISITION SERVICES**

**THIS INTERLOCAL AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between LEE COUNTY, a political subdivision and charter county of the State of Florida, hereinafter referred to as the "County" and the CITY OF BONITA SPRINGS, a Florida municipal corporation, hereinafter referred to as the "City".

**WITNESSETH:**

**WHEREAS**, construction and realignment of roads are necessary for the growth, safety and efficiency of vehicles throughout the City; and

**WHEREAS**, the City in its development of its capital improvement plan recognizes the need to acquire a wide variety of property interests for public purposes, ranging from temporary construction easements to real property fee purchases; and

**WHEREAS**, the City of Bonita Springs was developed under a government "light" theory, adopting a policy that prefers the outsourcing of certain services through contractual arrangements and Interlocal Agreements; and

**WHEREAS**, Lee County Lands Division ("County Lands") is a fully staffed and serviced operation for the research of title, negotiation, and acquisition of lands needed for public purposes; and

**WHEREAS**, County Lands is willing to provide the services as expressed in this Interlocal Agreement; and

**WHEREAS**, both the City and the County are duly empowered pursuant to Florida Statutes §163.01 to enter into interlocal agreements for the sharing of certain governmental powers and obligations.

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

**SECTION ONE: RECITALS**

The recitals contained above are incorporated into this Interlocal Agreement as if they were set forth in full below.

**SECTION TWO: PURPOSE AND SCOPE**



The purpose of this Interlocal Agreement is to define the obligations of the County in providing real estate acquisition services to the City, and to provide a funding mechanism for these services. All terms and conditions of this Interlocal Agreement will be interpreted by the parties in a manner consistent with and in furtherance of the purpose as set forth in this section.

The scope of this Interlocal Agreement is for County Lands to provide real estate acquisition services, from the inception of the City identifying the need for services to its conclusion, which will be either the specified acquisition or until the City identifies that to obtain the property it will need to go through the legal process of eminent domain.

### **SECTION THREE: COUNTY OBLIGATIONS**

County Lands may perform the following real estate acquisition services for the City:

- A. Provide "turn key" real estate acquisition services to the City of Bonita Springs for compensation (actual cost).
- B. Prior to starting any project or phase thereto, the County will meet with the City to provide a cost estimate of the services, based on its technical expertise of how many hours will be needed to carry out its role in the project. This cost estimate will be on an approximate not-to-exceed basis, which may be revised or adjusted as the project changes or complications are encountered.
  1. County Lands agrees to charge the City \$78.00 per hour for all in-house real estate services. This hourly cost basis may be revised without need to amend the Interlocal Agreement, by Lee County from time-to-time, as its costs increase or decrease.
  2. County Lands will procure any outside vendors incidental to the real estate transactions, such as title insurance, appraisals, surveys, building inspections, asbestos and other testing and environmental audits. The County will endeavor to use consultants with offices located in Bonita Springs, but will select vendors and consultants on the Lee County Service Providers list, in consultation with the City Manager, or designee, in an effort to provide the best cost-effective services to the City.
  3. For in-house services, County will quarterly invoice the City. Payment by the City will be in full, within thirty (30) days from receipt of invoice.
  4. For outside services, County will review each invoice from a Service Provider and upon transmittal advise the City if the bill is accurate and should be paid by the City. If there is no dispute, the City will pay the



invoice within the time allotted under the Florida Prompt Payment Act, unless advised of other terms. If all or a portion of an invoice is disputed by the City or the County, the City will pay the amount not in dispute, and will pay the remainder upon notice from the County that the dispute was resolved by the County or the City, as appropriate.

- C. County will use the City Attorney for any legal reviews necessary for it to carry out its obligations to the City.
- D. In the event any project is abandoned or terminated by the City for whatever reason, upon notification by City to County, County Lands will complete any work necessary to promptly close its files, and provide a final invoice to the City for that project.
- E. In the event the County identifies a conflict, either actual or an appearance, based on the facts of the project with respect to a joint participation or ownership and uses of the property, it will bring the issue to the immediate attention of the City Manager, for any further action by the City.
- F. For purposes of this Interlocal Agreement and any notices, the Project Manger for the County is:

Karen Forsyth, Director  
County Lands  
P. O. Box 398  
Fort Myers, Florida 33902  
Telephone: (239) 479-8506 Fax: (239) 479-8391

#### **SECTION FOUR: CITY OBLIGATIONS**

The City will compensate the County for its real estate acquisition in accordance with the requirements of Section Three, and will further perform as follows:

- A. The City has the obligation to inform County Lands about its projects, beginning at the initial stages and keeping them current until project completion. Information will include any public workshops or changes in the acquisition. City will not advise persons to call County Lands until the project is submitted to County Lands.
- B. The City Manager has the ability to sign supplemental task authorizations for the County to perform its obligations under this Interlocal Agreement. No amendments to this Interlocal Agreement are necessary for any additional projects or services being contemplated under this Interlocal Agreement.

- C. The City will approve all legal documents used by the Division of County Lands for the City Acquisitions.
- D. For purposes of this Interlocal Agreement and any notices, the Project Manager for the City is:

Gary A. Price, City Manager  
City of Bonita Springs  
9220 Bonita Beach Road, Suite 111  
Bonita Springs, Florida 34135  
Telephone: (239) 949-6238 Fax: (239) 949-6239

**SECTION FIVE: TERMS OF THE AGREEMENT**

The term of this Agreement shall be from the date first written for a period of three (3) years, with two (2) one year extensions permitted by concurrence of the Project Managers.

**SECTION SIX: TERMINATION OF THE AGREEMENT**

Either party may terminate this Agreement by giving the other party ninety (90) days written notice, with the appropriate financial reconciliation between the parties.

**SECTION SEVEN: AMENDMENTS TO THE AGREEMENT**

This Agreement may be amended only by written amendments signed by both the City and the County except as otherwise specifically provided for herein. Such amendments shall be incorporated into the body of this original Agreement and attached hereto. All other provisions of this original Agreement shall remain in full force and effect.

**SECTION EIGHT: APPLICABLE LAW**

This Agreement shall be construed and interpreted according to the laws, rules and regulations of the State of Florida.

**SECTION NINE: SCOPE OF THE AGREEMENT**

This Agreement, including any incorporated exhibits or amendments, constitutes the entire Agreement between the parties and shall supersede and replace any or all prior Agreements or understanding, either written or oral, relating to the matters herein. However, this agreement does not take the place of existing interlocal agreements between the parties. Furthermore, nothing in this agreement is intended to prevent the parties from deciding to address real estate activities specific to a project under a

separate agreement, which terms will be controlling and that the terms of this agreement will have no effect in the event of a conflict.

**SECTION TEN: ACCEPTANCE**

This Agreement shall become effective on the date written above. This Agreement, and any subsequent amendments thereto, shall be filed with the Clerk of the Circuit Court for Lee County and the City of Bonita Springs Clerk.

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.

ATTEST:

CITY OF BONITA SPRINGS

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairwoman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of the County Attorney