

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

Blue Sheet No. 20050889

1. ACTION REQUESTED/PURPOSE: Approve Interlocal Agreement between Lee County and the City of Sanibel for County funding of up to \$99,213.00 of Lee County Community Park Impact Fee dollars for the construction of a community skating park. Authorize Chairman's signature on the Interlocal Agreement.

2. WHAT ACTION ACCOMPLISHES: Board of County Commissioners' approval is required to finalize the agreement with the City of Sanibel and authorize the expenditure of Community Park Impact Fees.

3. MANAGEMENT RECOMMENDATION: Finalizes the Interlocal Agreement with the City of Sanibel for grant funding of the construction of a community skating park (funds will not be used to maintain or to operate the facility).

4. Departmental Category:

CIA

5. Meeting Date:

06-28-2005

6. Agenda:

7. Requirement/Purpose: (specify)

8. Request Initiated:

<input checked="" type="checkbox"/>	Consent
<input type="checkbox"/>	Administrative
<input type="checkbox"/>	Appeals
<input type="checkbox"/>	Public
<input type="checkbox"/>	Walk-On

<input type="checkbox"/>	Statute	
<input checked="" type="checkbox"/>	Ordinance	LDC §2.349
<input type="checkbox"/>	Admin. Code	
<input checked="" type="checkbox"/>	Other	Interlocal Agreement

Commissioner
Department *CO. ATTY. ~~Public Works~~*
Division
By: Jim Lavender, Director

9. Background:

On September 23, 2003, the School Board of Lee County approved the City of Sanibel's construction of a community public skating park upon School Board property located on Sanibel. The City of Sanibel has requested that the Board of County Commissioners consider funding up to \$99,213.00 towards the cost of construction of capital improvements within the park. The City anticipates that the park will be used by the public for skateboarding and inline skating.

The requested funding will come from the Lee County Community Park Impact Trust Fund (Lee County Land Development Code, Section 2-349) subject to the condition that if the City fails to make the skate park available to the general community at reasonable operating times, the Interlocal Agreement may be terminated and the funding returned to the County.

The City anticipates completing the project by no later than December 31, 2006.

Attachments: Interlocal Agreement (3), School Board & City Resolutions, Site Plan.

Funds are available in AccountString No. 20163818606.508150

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services	County Manager/P.W. Director
<i>Stromberg</i> <i>6-15-05</i>	N/A	N/A	<i>6/15/05</i>	<i>6/15/05</i>	<i>6/15/05</i>	<i>6-15-05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
<i>6-15-05</i>
<i>3:50</i>
COUNTY ADMIN
FORWARDED TO:
<i>6/15/05</i>
<i>1/11</i>

Date: <i>6/15/05</i>
Time: <i>2:35</i>
Forwarded To:
<i>Admin 6/15/05</i>

**INTERLOCAL AGREEMENT
BETWEEN LEE COUNTY AND CITY OF SANIBEL FOR
IMPACT FEE FUNDING OF A SKATE PARK**

This Interlocal Agreement is made and entered into effective this _____ day of _____, 2005, by and between **LEE COUNTY**, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "**County**", with a mailing address of P. O. Box 398, Fort Myers, Florida, 33902, and the **CITY OF SANIBEL**, a municipal corporation of the State of Florida, by and through its City Council, hereinafter referred to as "**City**", and collectively referred to as the "**PARTIES**".

WITNESSETH:

WHEREAS, the Florida Legislature, by way of Florida Statutes §316.0085(1), encourages governmental entities to make land available to the public for skateboarding, inline skating, paint ball, and free style bicycling; and

WHEREAS, on September 23, 2003, the School Board of Lee County approved the City's construction of a public skateboarding park ("park") upon School Board property; [See, Exhibit "A" attached] and

WHEREAS, the City Council is the governing body in and for the City of Sanibel, and the Board of County Commissioners is the governing body in and for Lee County; and

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

WHEREAS, the City seeks to construct with Lee County Community Park Impact Fee dollars, a public community skateboarding park on School Board property for the purpose of providing area residents with an expanded park and recreational facility; and

WHEREAS, the County's funding of the skate park serves a public purpose that will benefit persons residing within Lee County and the City of Sanibel.

NOW, THEREFORE, in consideration of the foregoing, and of mutual covenants and conditions hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

SECTION ONE: **PURPOSE**

The City and County do hereby agree to enter into this Community Park Impact Fee Funding Agreement to fund the cost of a community skateboarding park within the City of Sanibel, in accordance with the *Lee County Land Development Code, Section 2-349*. The School Board has consented to the City's construction of the park on School Board property. The County's funding of this community park facility is subject to the provisions and conditions as further set forth in this agreement.

SECTION TWO: **OBLIGATIONS OF CITY**

- (A) The City agrees that it will be responsible for the design and the construction of a skateboarding and inline skating community park.
- (B) The City will be responsible for operating and maintaining the park.
- (C) The City agrees that it will use Lee County Community Park Impact Fee dollars for construction of the park and related facilities and will insure that such costs are properly documented for verification of expenses for post-audit purposes.
- (D) The City will apply for and obtain any necessary permits to construct the skate park.
- (E) The City will consult with the County and the School Board to the extent necessary during construction of the project, and will submit plans to the School Board for approval, if requested.
- (F) The skate park will be open to the public during reasonable times provided

COPY

use of the skate park does not otherwise interfere with the primary use of the School Board's adjacent property.

- (G) The City will provide access to the skate park for Lee County residents and other members of the public.
- (H) The City will extend its personal injury and liability insurance coverage to the park.
- (I) The City will post a rule in the park that, at a minimum, identifies all authorized activities and indicates that a child under 17 years of age may not engage in any of those activities until the City has obtained written consent, in a form acceptable to the City, from the child's parents or legal guardians as set forth in Florida Statutes §316.0085(3).
- (J) The City will complete construction of the park facility no later than December 31, 2006.

SECTION THREE: COUNTY'S CONDITION ON PAYMENT OBLIGATIONS

- (A) The County will disburse, up to an amount not-to-exceed Ninety-Nine Thousand Two Hundred Thirteen Dollars and no/cents (\$99,213.00) of Lee County Community Park Impact Fee dollars to the City for the construction of a community skate park per proposals submitted to the County. The City will timely submit invoices to the County for verification of costs that are directly related to this agreement. The City will document all expenditures of County funds and provide County with proof of same no later than 30 days after project completion.
- (B) The City shall use said funds for the construction of the skate park facility only. Such funds will not be used to maintain or to operate the facility.
- (C) Any County funds remaining after project completion will be returned to the County.

SECTION FOUR: FILING

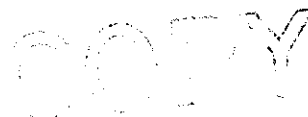
This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City.

SECTION FIVE: NOTICES

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the County at the Office of the County Manager and to the City, at the Office of the City Manager.

SECTION SIX: HOLD HARMLESS

- (A) The City shall be responsible to the County for all liability insurance, property insurance, and any other coverage necessary to protect the health, safety and welfare of persons in and about the park and the County's interest therein. County will not be liable to any person who participates (voluntarily or involuntarily) in any activity at the skate park site or for any damage or injury to property or persons which arises out of a person's participation in any activity at the park site. The City agrees to indemnify the County against any and all claims, demands, and judgments arising from the subject matter of this Agreement or by the City's operation or maintenance of said park.
- (B) 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 for by Florida Statutes 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.



SECTION SEVEN: PERIOD OF AGREEMENT

This Agreement shall begin upon the execution of the Agreement by both Parties and shall continue in perpetuity unless terminated by either Party in accordance with the terms of this Agreement.

SECTION EIGHT: AUDITABLE RECORDS

The County, its various Departments and all parties entering into agreements with the County that involve public funds, are subject to audit by the Lee County Clerk of Court. As such, if public funds are expended to the City, then the City is also subject to audit by the Clerk of the Court. The City will comply with all reasonable requests made by the Clerk of Court to examine the City's books and records that are kept relative to this agreement.

SECTION NINE: TERMINATION

- (A) Failure of the City or School Board to materially comply with any of the provisions of this agreement, including failure to make the skate park available to the general community at reasonable operating times as set forth in this Agreement or as otherwise agreed by the Parties in writing, shall be a material breach hereof and, upon notice of material breach to the City by the County, this contract will be forthwith terminated, at the discretion of the County. Notice of any breach of this agreement will be provided in writing to the City by the County via certified mail, and the City shall be provided a 20 calendar day period within which to cure such breach, prior to termination by the County.
- (B) Should any party to this Agreement terminate this agreement, the City shall reimburse the County the dollar amount expended from any park impact fees that the City utilized for the construction of the skate park and the County will return such funds to its established community parks impact fee trust fund account.



SECTION TEN: **WAIVER OR MODIFICATION**

There shall be no waiver or modification of this agreement or of any covenant, condition, or limitation herein contained unless mutually agreed upon by the County and the City and reduced to written amendments to this agreement.

SECTION ELEVEN: **SEVERABILITY**

If any provision, or any portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or portion(s) thereof, shall be deemed severable, and shall not be affected by such determination and shall remain in full force and effect.

(Balance of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement on the day, month and year first written above.

ATTESTED:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
County Attorney's Office

ATTESTED:

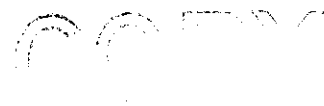
By: _____
City Clerk

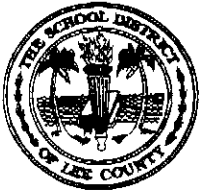
CITY OF SANIBEL, FLORIDA

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney's Office





THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901 • (239) 334-1102 • TTD/TTY (239) 335-1512

ELINOR D. SCRICCA, Ph.D.
CHAIRMAN - DISTRICT 5

ROBERT D. CHILMONIK
VICE CHAIRMAN - DISTRICT 1

JEANNE S. DOZIER
DISTRICT 2

JANE E. KUCKEL, Ph.D.
DISTRICT 3

STEVEN K. TEUBER
DISTRICT 4

JAMES W. BROWDER, Ed.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

Writer's Direct Dial 337-8511
Writer's Fax Number 337-8683

June 13, 2005

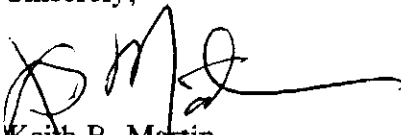
Kristie Kroslack, Esq.
Assistant County Attorney
P. O. Box 398
Fort Myers, FL 33902-0398

Re: Sanibel Skate Park

Dear Ms. Kroslack:

I am writing in response to your June 2, 2005 letter concerning the Sanibel Skate Park. On October 24, 2000, the Lee County School Board entered into an Interlocal Agreement with the City of Sanibel. This agreement gave permission to the City of Sanibel to operate and maintain certain facilities on the grounds of The Sanibel School. The agreement provided that additional facilities may be added to the application in the agreement, if both the School District and the City pass resolutions. On September 30, 2003, the School Board of Lee County approved a resolution to add a skate park to the 2000 Interlocal Agreement. The District has provided its consent to the City to build a skate park on this site and to operate it in compliance with the 2000 Interlocal Agreement.

Sincerely,


Keith B. Martin
School Board Attorney

KBM:cm

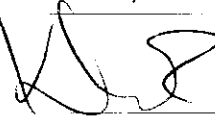
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**MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY**

DATE: June 14, 2005

To: Jim Lavender
Public Works Director

FROM:



Kristie L. Kroslack
Assistant County Attorney

RE: BLUE SHEET FOR SANIBEL SKATING PARK - FUNDING AGREEMENT

Attached is the blue sheet for Board of County Commissioners review and approval of the Interlocal Agreement for Impact Fee Funding of the Sanibel Skate Park. A copy of the interlocal agreement is attached. The original document should be approved by the City on June 21, 2005 and three (3) executed originals will be sent to the County. The copy should then be replaced with the originals.

Lastly, please insert the String Account number on the blue sheet for the funding source.

Should you require any further assistance, please do not hesitate to contact me.

KLK/cdd

Attachment

xc: David M. Owen, County Attorney
Andrea R. Fraser, Acting Chief Assistant County Attorney