

**Lee County Board Of County Commissioners**

**Blue Sheet No. 20070408**

**Agenda Item Summary**

**1. ACTION REQUESTED/PURPOSE:** Approve an Interlocal Agreement with Lee County Mosquito Control District (LCMCD) for the Division of County Lands to handle LCMCD's real estate acquisition activities for an initial period of one year.

**2. FUNDING SOURCE:** No funds are required.

**3. WHAT ACTION ACCOMPLISHES:** Allows the LCMCD to utilize the expertise and services of a well established real estate office which specializes in governmental land acquisitions.

**4. MANAGEMENT RECOMMENDATION:** Approve

**5. Departmental Category:** 06

**C6B**

**6. Meeting Date:**

APR 10 2007

**7. Agenda:**

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

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

- Statute 163.01
- Ordinance
- Admin. Code
- Other

**9. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Independent  
 Division County Lands  
 By: Karen Forsyth, Director

**10. Background:**

LCMCD prefers the outsourcing of certain services through contractual arrangements and Interlocal Agreements. The LCMCD seeks to utilize the services currently provided to County Departments by the Division of County Lands.

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 anticipated future work from the LCMCD is less than 5% of County Lands' overall anticipated workload and will be sporadic throughout the next several months. County Lands will charge LCMCD the hourly rate at full cost. This rate is currently \$78.00/hour.

Revenues will be deposited in the following account string: KM5195000100.369400.9007 (Independent Divisions/County Lands/General Fund/Project Time).

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
K. Forsyth				M. Day 3/29/07	OXH 3/29/07	ME 3/29/07	Grants 3/29/07	Mgr. 3/29/07	3-29-07

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty  
 Date: 3/28/07  
 Time: 3:11pm  
 Forwarded to:  
 CAD 3/29/07

RECEIVED BY  
 COUNTY ADMIN: OXH  
 3/29/07  
 1:30pm  
 COUNTY ADMIN  
 FORWARDED TO: JLC  
 3/29/07  
 4:15pm

**INTERLOCAL AGREEMENT  
REAL ESTATE ACQUISITION SERVICES**

**THIS INTERLOCAL AGREEMENT** is made and entered into this 8<sup>th</sup> day of March, 2007, by and between LEE COUNTY, a political subdivision and charter County of the State of Florida, hereinafter referred to as the "County" and the Lee County Mosquito Control District, a Florida Chapter 97-255, F.S., Special District, hereinafter referred to as the "District".

**WITNESSET:**

**WHEREAS**, the District desires to expand its real property holdings by land acquisition in order to protect its current and future operations; lands are depicted on flexible boundary map Exhibit "A"; and

**WHEREAS**, the District prefers the outsourcing of real estate services through contractual arrangements and Interlocal Agreements; and

**WHEREAS**, Lee County, by and through its 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 purpose; and

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

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

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

**SECTION ONE: RECITALS**

The recitals contained above are incorporated into the body of 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 District, 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 District identifying the need for services to its conclusion, which will be either the specified acquisition or until the District identifies that to obtain the property it will need to go through the legal process of eminent domain. Eminent domain proceedings are not included within the scope services to be provided by County Lands under the terms of this Interlocal Agreement.

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

County Lands will perform the following real estate acquisition services for the District:

- A. Provide comprehensive real estate acquisition services to the District for compensation (actual cost). Eminent domain proceedings are not included within the scope services to be provided by County Lands under the terms of the Interlocal Agreement.
- B. Prior to starting any project or phase thereto, the County will meet with the District to provide a cost estimate of the service, 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 District an initial rate of \$78.00 per hour for all in-house real estate services. The County will charge the District the same hourly rate that is utilized for the County's in-house services to other County departments. This hourly rate may be revised by the County from time-to-time as it may adjust its internal governmental service charges, without the need to amend this Interlocal Agreement. The District will be promptly notified of any rate changes.
  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 select vendors and consultants on the Lee County Service Providers list, in consultation with the District Project Manager, or designee, in an effort to provide the most cost-effective services to the District. The District will authorize vendor services and be responsible for direct payment to the vendors.
  3. For in-house services, County will invoice the District quarterly. Payment by the District will be in full, within thirty (30) days from receipt of invoice. The District will be responsible for the payment of the purchase price for any acquisition at closing. The County will not

advance funds or proceeds for the payment of the purchase price of any property.

4. For outside services, County will review each invoice from a Service Provider and, upon transmittal, advise the District if the bill is accurate and should be paid by the District. If there is no dispute, the District agrees to 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 District or the County, the District agrees to 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 District, as appropriate.

5. As a condition precedent to a party bring any suit for breach of this Interlocal Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties each agree to pay 50 percent of any costs for the services provided by such third party as such costs are incurred. The existence of a dispute will not excuse the parties from performance pursuant to this Interlocal Agreement.

- C. County will use the District's legal counsel for any legal reviews necessary under the terms of this Interlocal Agreement.
- D. In the event any project is abandoned or terminated by the District for whatever reason, upon written notification by District to County, County Lands will complete work necessary to promptly close its files, and provide a final invoice to the District for that project.
- E. In the event the County identifies a conflict, either actual or in 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 District's Project Manager, for any further action by the District.
- F. For the purposes of the Interlocal Agreement and any notices, the Project Manager for the County is:

Karen Forsyth, Director  
County Lands  
PO Box 398  
Fort Myers, FL 33902  
Telephone: (239) 479-8505

#### **SECTION FOUR: DISTRICT OBLIGATIONS**

The District will reimburse the County for its real estate acquisition on behalf of the District in accordance with the requirements of Section Three, and will further perform as follows:

- A. The District has the obligation to inform County Lands about its projects, beginning at the initial stages and keeping County Lands informed until project completion. Information will include any public workshops or changes in the acquisition. District will not advise persons to call County Lands until the project is formally submitted to County Lands.
- B. The District's Project 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 District may at any time review any legal documents used by County Lands for the District Acquisitions.
- D. For purposes of this Interlocal Agreement and any notices, the Project Manager for the District is:

Wayne Gale, Director  
Lee County Mosquito Control District  
15191 Homestead Road  
Fort Myers, FL 33971

#### **SECTION FIVE: TERMS OF THE AGREEMENT**

The terms of this Interlocal Agreement will be from the date first written for a period of one year, with three one-year extensions permitted by concurrence of the Board of County Commissioners and the District's Board.

#### **SECTION SIX: TERMINATION OF THE AGREEMENT**

Either party may terminate this Interlocal Agreement for any reason 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 Interlocal Agreement may be amended only by written amendments signed by both the District and the County except as otherwise specifically provided for herein. Such amendments will be incorporated into the body of this original Interlocal

Agreement and attached hereto. All other provisions of this original Interlocal Agreement will remain in full force and effect.

**SECTION EIGHT: SCOPE OF THE AGREEMENT**

This Interlocal Agreement, including any incorporated exhibits or amendments, constitutes the entire agreement between the parties and will supersede and replace any or all prior agreements or understanding, either written or oral, relating to the same matters herein.

However, this agreement does not take the place of existing interlocal agreements between the parties. Furthermore, nothing in this Interlocal 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 Interlocal Agreement will have no effect in the event of a conflict.

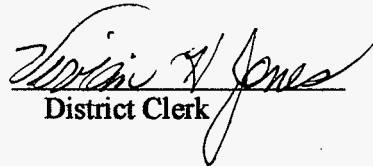
**SECTION NINE: ACCEPTANCE**

This Interlocal Agreement will become effective on the date first written above. This Interlocal Agreement and any subsequent amendments thereto, will be filed with the Clerk of the Circuit Court for Lee County and the Lee County Mosquito Control 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.

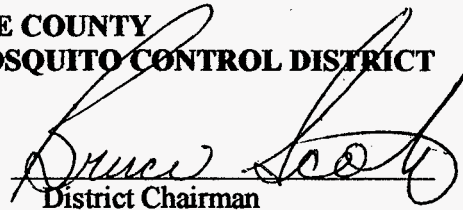
ATTEST

By:

  
District Clerk

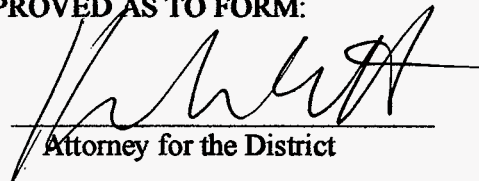
**LEE COUNTY  
MOSQUITO CONTROL DISTRICT**

By:

  
District Chairman

APPROVED AS TO FORM:

By:

  
Attorney for the District

ATTEST

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

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

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

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