

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20040372

1. REQUESTED MOTION:

ACTION REQUESTED: Execute Interlocal Agreement between the City of Cape Coral and Lee County.

WHY ACTION IS NECESSARY: Formalizes funding agreement between the City and County.

WHAT ACTION ACCOMPLISHES: Provides WCIND pass-through funding to the City as needed for the long-term maintenance of the City's channel marking systems. Not to exceed \$15,000 per annum.

2. DEPARTMENTAL CATEGORY: 08
COMMISSION DISTRICT #: C-W

C 8 A

3. MEETING DATE:

04-20-2004

4. AGENDA:

☒ **CONSENT**
☐ **ADMINISTRATIVE**
☐ **APPEALS**
☐ **PUBLIC**
☐ **WALK ON**
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

☐ **STATUTE**
☐ **ORDINANCE**
☐ **ADMIN. CODE**
☒ **OTHER**
Interlocal Agreement

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER
B. DEPARTMENT **Public Works**
C. DIVISION **Natural Resources**
BY: **Roland Ottolini, Division Director**

[Signature]

7. BACKGROUND: The City has received money from the County through the WCIND Waterway Development Program to maintain its channel marking system for many years. This process required the City and County to execute a grant agreement each year for a relatively small amount of money, less than \$10,000 per year. It would also require the County and WCIND to execute a similar agreement to monitor the flow of funds. This agreement is an effort to minimize the process and expedite the timely repair of important navigation aids to area boaters. Funds are available through an existing grant between WCIND and the County for the maintenance of channel markers countywide, 20307930100.

Attachments-

2 original copies of the agreement

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 3.31.04	<i>[Signature]</i>			<i>[Signature]</i> 3/31/04	<i>[Signature]</i> 4/5/04	<i>[Signature]</i> 4/6/04	<i>[Signature]</i> 4/5/04	<i>[Signature]</i> 4-5-04	<i>[Signature]</i> 3.31.04

10. COMMISSION ACTION:

☐ **APPROVED**
☐ **DENIED**
☐ **DEFERRED**
☐ **OTHER**

Rec. by CoAtty
Date: 4/1/04
Time: 4:05 PM
Forwarded To: CA Admin

RECEIVED BY
COUNTY ADMIN
4/2/04
9:55 am SLT
COUNTY ADMIN
FORWARDED TO: PP
4-6-04
4 PM

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY
AND CITY OF CAPE CORAL
REGARDING SERVICES PROVIDED BY LEE COUNTY
DIVISION OF NATURAL RESOURCES**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2004, by and between the City of Cape Coral, a municipal corporation of the State of Florida, acting by and through its City Council, the governing body thereof, "City" and Lee County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "County" collectively, "the Parties" hereto.

WITNESSETH:

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

WHEREAS, both the County and the City 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 wishes to continue certain services with funds provided by Lee County Division of Natural Resources.

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

SECTION I **PURPOSE**

It is the purpose and intent of this Agreement to establish the obligations of the City in order to obtain reimbursement from the County for maintenance of channel marker systems owned by the City.

All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth in this paragraph.

SECTION II **AUTHORITY FOR AGREEMENT**

The City represents to the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the City, has been executed and delivered by an authorized officer of the City, and constitutes a legal, valid and binding obligation of the City. The County represents to the City that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the County, has been executed and delivered by an authorized officer of the County, and constitutes a legal, valid and binding obligation of the County.

SECTION III **SERVICES PROVIDED BY THE CITY OF CAPE CORAL**

City shall provide maintenance of all City-owned channel marker systems and navigation signs located within, and adjacent to, the City boundaries in the Caloosahatchee River.

SECTION IV **REIMBURSEMENT REQUESTS FROM CITY**

The City shall submit reimbursement requests detailing activity once per quarter or as needed if no activity occurs. The requests shall detail the work performed, signage purchased, etc.

SECTION V **PAYMENTS BY COUNTY**

The County agrees to pay funds to the City, on a reimbursement basis within thirty days, to cover the work required to maintain the existing channel marker systems and navigation signs, up to a maximum of \$15,000 per annum.

SECTION VI **TERM OF INTERLOCAL AGREEMENT**

This Interlocal Agreement shall be deemed effective as of November 1, 2003 with its execution by both Parties, and will remain in full force and effect until September 30, 2012, unless terminated for convenience by either party giving thirty (30) days written notice. This Agreement may be renewed for additional terms and conditions upon the mutual written consent of both the City and the County.

SECTION VII **LIABILITY**

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 in Section 768.28, Florida Statutes.

SECTION VIII **ASSIGNMENT**

No assignment, delegation, transfer, or novation of this Agreement or part hereof, shall be made, unless approved by the City and the County.

SECTION IX **NOTICES**

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

SECTION X **AMENDMENT**

This Agreement may only be amended in writing duly executed by the City and the County.

SECTION XI **LIABILITY**

A. To only the extent as permitted by Florida Law, in particular, §768.28, F.S., the County shall hold the City harmless from and against any and all liability, actions, claims and damages arising after the commencement of the term of this Interlocal Agreement which may be imposed upon or asserted against the City by reason of the claim of any person for damage(s) to persons or property occurring as the direct result of the County's negligent acts or omissions as outlined in this Interlocal Agreement. The County shall have the right to contest the validity of any and all such claims and to defend, settle and compromise such claims of any kind or character in the name of the City, and as the County may deem appropriate, provided that the expense thereof shall be paid by the County. Notwithstanding the above, the County shall not be liable to, nor be required to hold the City harmless, for any of the City's own negligent acts or omissions.

B. To only the extent as permitted by Florida Law, in particular, §768.28, F.S., the City shall hold the County harmless from and against any and all liability, actions, claims and damages arising after the commencement of the term of this Interlocal Agreement which may be imposed upon or asserted against the County by reason of the claim of any person for damage(s) to persons or property occurring as the direct result of the City's negligent acts or omissions as outlined in this Interlocal Agreement. The City shall have the right to contest the validity of any and all such claims and to defend, settle and compromise such claims of any kind or character in the name of the County, and as the City may deem appropriate, provided that the expense thereof shall be paid by the City.

Notwithstanding the above, the City shall not be liable in any manner, nor be required to hold the County harmless, for any of the County's own negligent acts or omissions.

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

ATTEST:

CITY OF CAPE CORAL

By: Bonnie J. Vent
City Clerk

By: Curly Kays
Mayor

APPROVED AS TO FORM

By: Marilyn W. Miller
Asst. City Attorney

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: _____
Office of County Attorney