

**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
LEE COUNTY  
AND  
THE CITY OF CAPE CORAL  
REGARDING  
THE INSTALLATION OF  
AUTOMATIC LICENSE PLATE READER SYSTEMS  
FOR  
THE CITY OF CAPE CORAL POLICE DEPARTMENT**

**THIS INTERLOCAL AGREEMENT** is made and entered into this 16th day of June 2019, by and between Lee County, a political subdivision of the State of Florida ("County") and the City of Cape Coral, a municipal corporation (the "Agency").

**WHEREAS**, Lee County possesses Home Rule powers as a charter county pursuant to Article VIII, Section 1(g), Florida Constitution, and Section 125.01, Florida Statutes; and

**WHEREAS**, the Board of County Commissioners ("Board") is the governing body in and for Lee County; and

**WHEREAS**, the Agency is a bona fide law enforcement agency with county wide jurisdiction and a public agency as defined under Section 163.01, Florida Statutes; and

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments and government agencies to cooperate with one another on matters of mutual interest and advantage, and provide for interlocal agreements between local governments on matters of mutual interest; and

**WHEREAS**, the Agency and Lee County have authority pursuant to Chapter 163, Florida Statutes, to enter into this interlocal agreement; and

**WHEREAS**, the installation of Automatic License Plate Readers (hereinafter "ALPR") devices on county-maintained structures will provide optimal coverage of particular roadways thereby enhancing public safety and providing for the efficient use of County and law enforcement resources; and

**WHEREAS**, the Parties acknowledge and agree that the installation of any ALPR devices on county-maintained structures will require and be contingent on the approval by the municipality and/or entity with ownership rights over the structure; and

**WHEREAS**, the Parties find it is in the best interests of the citizens and residents of Lee County to enter into this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

**SECTION I**                      **INCORPORATION OF RECITALS**

The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

**SECTION II**                      **COUNTY OBLIGATIONS AND LIMITATIONS**

1. The County will provide Agency access to agreed-upon county-maintained structures for mounting Agency ALPR devices and the County will provide the electrical connection required to operate the cameras.
2. The County has no responsibility to maintain and repair the Agency's ALPR devices.
3. The County has no ownership rights to Agency's ALPR devices.
4. The County may maintain a live map depicting the location of any device the Agency has obtained approval to install on county-maintained structures.

**SECTION III**                      **AGENCY OBLIGATIONS AND LIMITATIONS**

1. The Agency will submit a request for a new device to be added to any county-maintained structures through the County Traffic Engineer for review and approval prior to any devices being deployed.
2. Request for a new device should be accompanied by an aerial photograph depicting the location of the proposed device, a photograph of the structure on which the device is proposed to be installed, a shop drawing of the device which is to be installed with details including, but not limited to, weight, size, source of communication, and source of power. In the event that a structural analysis is required, the Agency will be responsible for covering the cost of such analysis. If a structural analysis is required, County will work with Agency in identifying an alternative location where such analysis is not required.
3. The Agency is responsible for contacting the Traffic Operations Center (TOC) via email at T2@leegov.com at least one (1) week prior to any new installation of an approved ALPR device. This provision does not apply to general maintenance and repair to the devices by Agency.
4. Damage caused to any structure by the Agency or Agency representatives during installation of the ALPR devices will be repaired by the County at the expense of the Agency.
5. The Agency will always maintain sole ownership of its ALPR devices.



6. The Agency will be solely responsible for the repair and maintenance of its ALPR devices. The Agency will notify the Traffic Operations Center (TOC) either by phone at (239) 533-5762 or by email at T2@leegov.com at least one (1) hour prior to any maintenance activity required to an Agency ALPR device on a county-maintained structure. Maintenance of Agency ALPR devices on county-maintained structures that is required to occur outside of the TOC operating hours of Monday through Friday, 6AM to 7PM, will require the Agency to email the TOC at T2@leegov.com and coordinate with the Signals On Call technician at (239) 707-4661 at least one (1) hour prior to any required maintenance activity.
7. Agency will attempt to place ALPR devices on structures with a readily available power supply. If Agency chooses a location without an available power supply and/or insufficient circuit breaker paneling, Agency will be responsible for the associated cost.
8. Agency will be responsible for paying to the County twenty-five dollars (\$25.00) per month for each location where Agency ALPR device(s) are installed. The total cost will not exceed twenty-five dollars (\$25.00) per month for any one location. However, this cost may be decreased following a six (6) month electrical draw evaluation period and upon the mutual written consent of both parties consistent with the amendment process provided for herein.

#### **SECTION IV**            **DURATION**

This Agreement will remain in effect until the County or Agency decides to terminate this Agreement by giving the other party thirty (30) days written notice. Upon receipt of notice of termination, Agency shall coordinate with the County to remove the ALPR devices.

#### **SECTION V**            **AMENDMENT TO AGREEMENT**

This Agreement may only be amended as provided for herein with the express consent of both Parties and executed with the same formality and dignities as this original Agreement.

#### **SECTION VI**            **INTERPRETATION OF AGREEMENT**

This Agreement shall be construed and interpreted pursuant to Florida law. Venue for any disputes between the Parties arising under this Agreement shall be the Twentieth Judicial Circuit Court, in and for Lee County, Florida.

#### **SECTION VII**            **INTEGRATION OF DOCUMENT**

This Agreement, including any incorporated exhibits or amendments, constitutes the entire Agreement between the Parties and shall supersede and control over any or all prior Agreements or understandings, either written or oral, relating to the matters herein.

#### **SECTION VIII**            **NOTICE PROVISIONS**

All notices or demands are deemed to have been given or made when delivered in person

or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective Parties as follows:

**To the County:**

Director, Lee County Department of Transportation  
1500 Monroe St., 3rd Floor  
Fort Myers, FL 33901

With copies to:

Lee County Department of Transportation  
Traffic Section  
1500 Monroe St., 3rd Floor  
Fort Myers, FL 33901

Lee County Attorney's Office  
2115 Second Street  
P.O. Box 398  
Fort Myers, FL 33901

**To the Agency:**

Cape Coral Police Department  
Attention: Master Corporal Jason Wallace  
1100 Cultural Park, Blvd  
Cape Coral, FL 33990

**SECTION IX**            **EFFECTIVE DATE**

This Agreement will take effect upon execution by both parties.

**SECTION X**            **ATTORNEY'S FEES AND COSTS**

If either Party brings or commences legal action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs and expenses of litigation, including reasonable attorneys' fees.

**SECTION XI**            **MISCELLANEOUS**

1. The Parties represent that they have full authority to enter into and execute this Agreement.
2. This Agreement may not be assigned or transferred by Agency in whole or part without the consent of the County.

3. The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.
4. The invalidity of any provision hereof as may be found by a court of competent jurisdiction shall in no way affect or invalidate the remaining provisions of the Agreement.
5. Damage to Agency devices installed on county-maintained structures caused by unforeseen factors such as, but not limited to, traffic accidents, lightning strikes, or other Acts of God will be the responsibility of the Agency to correct. The County agrees to address the structure in a timely fashion while coordinating repairs with the Agency. The Agency is not responsible for any costs incurred to repair the damaged structure due to these factors.
6. It is understood that Agency is seeking County approval to utilize county-maintained property for the project and its purposes. Only to the extent allowed by law and subject to the limitations contained in section 768.28, Florida Statutes, each Party agrees to indemnify, hold harmless and defend the other for any claims, lawsuits, judgments, damages, losses and expenses, including attorney's fees, arising from this Agreement or the project and caused by or otherwise arising from the negligent or wrongful act or omission of the respective party's own employees, agents or representatives. The Parties agree that, by execution of this Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity, or have increased its limits of liability under §768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights and defenses under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations of this Agreement. In no case shall either Party be liable to the other for either consequential or special damages of any kind whatsoever, including, but not limited to, lost revenues, or any other damages of any kind relating to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be executed on the day and year first written above.

ATTEST:

By: Kimberly Braun

(SEAL)

Review & Approval

**City of Cape Coral**

By: [Signature]

MAYOR

Approved as to Form: [Signature]

By: [Signature]

City Attorney's Office

3/5/2020



ATTEST:  
CLERK OF CIRCUIT COURT  
Linda Doggett, Clerk

By: Joyce Townsend  
Deputy Clerk



Lee County, Florida  
Board of County Commissioners

By: [Signature]  
Vice Chair

Approved as to Form for the Reliance of  
Lee County Only:

By: [Signature]  
County Attorney's Office