

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: 2012-005

1. Requested Motion:

N/A

Meeting Date: 1/17/12

Why the action is necessary: The Town is meeting with the BOCC to discuss how to accomplish improvements needed for Estero Boulevard. The Town would like to enter into an Interlocal Agreement with the County so that there is certainty as to when the project will start and end and how the Town and the County will coordinate their efforts. This discussion will help facilitate the Town's presentation of this topic at the Joint Town/BOCC meeting.

What the action accomplishes: Helps establish the Town's expectations of what the Interlocal Agreement with the County will look like.

2. Agenda:

Consent
 Administrative

3. Requirement/Purpose:

Resolution
 Ordinance
 Other

4. Submitter of Information:

Council
 Town Staff
 Town Attorney

5. Background: The Town desires to negotiate and enter into an Interlocal Agreement with the County to formalize a timetable and assign responsibility for the various components that are part of the planning, design and construction of Estero Boulevard. The attached draft agreement represents a starting point for discussion of what the Interlocal Agreement will look like in its final form.

6. Alternative Action:

7. Management Recommendations:

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

Approved Denied Deferred Other

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into between LEE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof (hereinafter referred to as “COUNTY”), and the TOWN OF FORT MYERS BEACH, a Florida municipal corporation, acting by and through its Town Council (hereinafter referred to as TOWN).

RECITALS:

WHEREAS, the Florida Legislature has enacted the “Florida Interlocal Cooperation Act of 1969” so that local governmental units can make the most efficient use of their powers by cooperating on a basis of mutual advantage and thereby provide services and facilities that will accord best with geographic, economic, population and other factors that influence the needs and development of local communities; and

WHEREAS, pursuant to the Florida Interlocal Cooperation Act of 1969 the COUNTY and the TOWN mutually desire to enter into an Interlocal Agreement for the purpose of providing a coordinated project that includes roadway, sidewalk, bike path and utility improvements to that portion of Estero Boulevard that is located within the TOWN (hereinafter referred to as the “PROJECT); and

WHEREAS, the TOWN is planning to replace certain potable waterlines and the COUNTY has plans to replace certain wastewater lines in the vicinity of Estero Boulevard; and

WHEREAS, the level of service for Estero Boulevard can be enhanced by a coordinated approach that includes a design that will maximize the traffic flow on this heavily travelled roadway; and

WHEREAS, the COUNTY and the TOWN desire to enter into an interlocal agreement whereby each party will identify their responsibilities and obligations relating to the improvements contemplated for Estero Boulevard.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereby agree as follows:

SECTION 1. PURPOSE

It is the intent of this Interlocal Agreement for the COUNTY and the TOWN to cooperate in completing the PROJECT. The project shall consist of the master planning, design and improvement of Estero Boulevard commencing at the TOWN side of the Matanzas Bridge and ending at the intersection of Estero Boulevard and _____. The parties believe that cooperating in the completion of the PROJECT is in the best interest of the public, will avoid needless and wasteful duplication of expenses for improvements to be included in the PROJECT, will assure the provision of such improvement to the residents of the TOWN without delay or uncertainty and will advance the access and circulation of that roadway to the benefit of residents and visitors of the TOWN.

SECTION 2. SCOPE OF WORK

[Insert description of the project]

SECTION 3. PROGRESS OF WORK

[Insert description of how work will proceed and dates when certain milestones will be accomplished]

SECTION 4. OBLIGATIONS OF THE COUNTY AND THE TOWN

[Insert details concerning responsibility for each component of the Project]

SECTION 5. FINANCIAL RESPONSIBILITY

[Insert details concerning the financial responsibility of each party for various components of the PROJECT]

SECTION 6. EFFECTIVE DATE AND TERM

(a) This Interlocal Agreement shall take effect on the date this Interlocal Agreement is filed with the Clerk of the Circuit Court for Lee County in the Public Records of Lee County. The COUNTY shall be responsible for filing the certified copy of this Interlocal Agreement.

(b) Unless earlier terminated, this Interlocal Agreement shall remain in effect for a period of _____ () years from the effective date of this Interlocal Agreement.

SECTION 7. NOTICES

Any notices must be in writing, and shall be served by registered or certified mail, return receipt requested, or by hand delivery (with a signed receipt) to the address and addressee set forth below:

SECTION 8. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing herein shall constitute or be construed as a waiver of the COUNTY's or the TOWN's sovereign immunity pursuant to Section 768.28, Florida Statutes.

SECTION 9. ENTIRE AGREEMENT.

This Interlocal Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 10. APPLICABLE LAW.

This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 11. AMENDMENTS.

This Interlocal Agreement may be amended upon mutual agreement of the Parties. Amendments shall be in writing and signed by all Parties. Any amendments to the Interlocal Agreement shall become effective on the date said amendment is filed with the Clerk of the Circuit Court of Lee County pursuant to Section 163.01, Florida Statutes.

SECTION 12. COUNTERPARTS.

This Interlocal Agreement shall be executed in counterparts, each of which shall be deemed an original.

Dated this ____ day of _____, 20__

LEE COUNTY

Attest: _____

By: _____

Dated this ____ day of _____, 20__

TOWN OF FORT MYERS BEACH

Attest: _____

By: _____