

6. **PRESENTATION(S)**

- a. Presentation and request Council to direct staff to prepare plans and cost estimates for permitting, work scope and funding to restore water flow in the canals and waterways impacted by the box culvert under Sanibel Captiva Road connecting Dinkins and Clam Bayous (Harvey Padewer, President Pine Tree Drive Association)
 - iii. 2000 Interlocal Agreement between the Captiva Erosion Prevention District, Lee County and the City of Sanibel

INTERLOCAL AGREEMENT BETWEEN THE CAPTIVA EROSION PREVENTION DISTRICT, LEE COUNTY, AND THE CITY OF SANIBEL

THIS AGREEMENT is made and entered into this day 18th day of April, 2000 by and between the CAPTIVA EROSION PREVENTION DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as the "District", LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the CITY OF SANIBEL, a Florida municipal corporation, hereinafter referred to as "Sanibel".

WITNESSETH:

WHEREAS, Part 1 of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, the District is a beach and shore preservation district created under Section 161.32, Florida Statutes with authority to develop and execute plans for beach and shore preservation; and

WHEREAS, an interlocal agreement between the aforementioned parties dated August 16, 1995 stated that the District may be required to place a certain amount of sand on northern Sanibel to mitigate said loss from the District's 1988 Beach Restoration Project; and that the District and County, as part of the Blind Pass Inlet Management Plan process, or as soon as reasonably practicable, will jointly notify Sanibel and the Florida Department of Environmental Protection as to how the allocation will be made of future responsibility between the District and the County for the Blind Pass groin and extension; and

WHEREAS, the District, the County and Sanibel have worked together cooperatively in developing a plan for the placement of mitigative sand on the north shores of Blind Pass as a permanent extension of the Captiva Beach Maintenance Project ("Blind Pass Project"); and

Now, therefore, in consideration of the foregoing and the mutual covenants contained herein, the District, the County and Sanibel agree as follows:

1. Purpose of Agreement. The purpose of this agreement is to provide for a method for allocation of future costs and responsibilities associated with the Blind Pass project.
2. Blind Pass Project. The District and the County will be responsible for placement of sand in northern Sanibel Island in conjunction with each regularly scheduled

Captiva Island renourishment construction project. The fill required to be placed by the District and County on Sanibel will be sufficient to refill the construction template described in FIGURE "1" between DEP monuments R110 and R116 to replace sand that has eroded from that beach up to a maximum amount; said maximum amount to be equivalent to 25,000 cubic yards per year for each year from the last renourishment project.

If Sanibel wishes to place sand in excess of the maximum amount outside of the template described in the preceding paragraph, Sanibel will be responsible for all costs associated with the sand placement.

There will be no modifications or alterations to the existing groin excluding maintenance at Blind Pass without the mutual agreement of the District, County and Sanibel, with the exception of emergency measures to protect the bridge and/or evacuation route

3. The Term. The term of this Agreement shall be for 15 years from the date of execution, subject to the cancellation provisions as hereinafter enumerated; provided however that the agreement may be extended thereafter in writing pursuant to terms and conditions mutually agreeable to the parties.
4. Obligations of the District. The District shall:
 - a. Monitor the project area on an annual basis and provide the results of the monitoring to Sanibel.
 - b. Prepare detailed plans, specifications and a general program outlining the order, rate of prosecution and method of accomplishing the Blind Pass Project in conjunction with their scheduled maintenance nourishments.
 - c. Endeavor to secure state funding to pay a portion of the costs for fill to be placed on Sanibel from R110 through R120.
 - d. Plan and execute each renourishment project to include all of Captiva and the northern portion of Sanibel from R110 through R120. The amount of fill to be placed between R116 and R120 will be coordinated with Sanibel.
 - e. Acquire the necessary interests in land, easements and rights of way in cooperation with Sanibel.
 - f. Secure competitive bids for all work to be performed by contracts.
 - g. Prior to award of construction contract (s), submit to Sanibel and the County a detailed estimate of costs, a tabulation of all bids received, and furnish a copy of the contract to be awarded to the lowest qualified bidder

- h. Prior to award of construction contract (s), submit to Sanibel and the County a statement certifying the total project costs, sources and uses of funds for the Blind Pass Project as determined by bid awards and showing such costs and funds in an updated projection summary.
- i. Inform Sanibel and the County in writing of any change in the Blind Pass Project costs, sources of funding for the Blind Pass Project and use of Blind Pass Project funds during prosecution of work on the Blind Pass Project.
- j. Establish a Blind Pass Project construction account for the receipt and use of all funds contributed by the District, the County and any other funding source for Blind Pass Project funding, pursuant to the agreement.
- k. Provide adequate and continuous engineering inspection and monthly progress reports showing the work completed throughout the construction of the Blind Pass Project and make the reports available for inspection at the reasonable request (s) of Sanibel or the County.
- l. Keep books, records, documents and other evidence pertaining to costs and expenses incurred for the construction to the extent and in such detail as will properly reflect total Blind Pass Project costs and funding of the Blind Pass Project. The District shall make available at its office at reasonable times, such books, records, documents and other evidence for inspection and audit by authorized Sanibel or County representatives for a minimum of three years after completion of construction of the Blind Pass Project.
- m. Notify Sanibel or the county of the satisfactory completion of the Blind Pass Project. The District shall provide a certification of final Blind Pass Project costs, sources of funds received for the Blind Pass Project and use of Blind pass Project funds.
- n. Cooperate with Sanibel and the County in the procurement of grants for the Blind Pass Project.
- o. If grants are awarded for the Blind Pass Project from any source during or after the completion of the Project, upon notification of receipt of such grants for the Blind Pass Project, at the completion of the Blind pass Project or upon the receipt of grants subsequent to completion, the district shall provide an accounting and distribute such grants monies according to the cost sharing provisions of this agreement.
- p. Contribute to the Blind Pass Project half of the costs of the portion of the project that has been identified to be a joint responsibility of the County and the District.

5. Obligations of the County. The county shall:

- a. Maintain those beach accesses, parking areas, and other public use facilities already maintained by the County during the period prior to construction and thereafter, as reasonably permitted in consideration of the public, health, safety and welfare.
- b. Where reasonably possible, provide all County permits as necessary for the construction of the Blind Pass Project after plans, applications, drawings, or specifications are properly submitted and approved by the appropriate County officials.
- c. Cooperate with the District and Sanibel in the procurement of grants for the Blind Pass Project.
- d. Contribute to the Blind Pass Project half of the costs of the portion of the project that has been identified to be a joint responsibility of the County and District.

6. Obligations of Sanibel. Sanibel shall:

- a. Cooperate in the acquisition of necessary interest in land, easements and rights of way for the construction of the Blind Pass Project.
- b. Cooperate in the establishment of the Erosion Control Line, if required by state law.
- c. Maintain those beach accesses, parking areas, and other public use facilities already maintained by Sanibel during the period prior to construction and thereafter, as reasonably permitted in consideration of the public, health, safety and welfare.
- d. Where reasonably possible, provide all city permits as necessary for the construction of the Blind Pass Project after plans, applications, drawings or specifications are properly submitted and approved by the appropriate city officials.
- e. Cooperate with the District and the County in the procurement of grants for the Blind Pass Project.
- f. As consideration for the ongoing renourishment of the Sanibel beaches by the Blind Pass Project, Sanibel, pursuant to this agreement, waives any claim for liability for any erosion that may occur within the project template area above and beyond the agreed upon mitigation.

7. Cancellation of the Agreement.

This Agreement may be cancelled or modified only upon the written approval of each party to the agreement.

Notices to the respective parties shall be forwarded, in writing, to:

Board of County Commissioners
Lee County, Florida
Post Office Box 398
Fort Myers, Florida 33902

Board of Commissioners
Captiva Erosion Prevention District
Post Office Box 365
Captiva, Florida 33924

City Council
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

Modifications of provisions of this Agreement shall be valid only after they have been written, signed, and incorporated into this Agreement.

IN WITNESS WHEREOF, Lee County, Florida has caused this Agreement to be signed by the Chairman of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board; the Captiva Erosion Prevention District has caused this Agreement to be signed by the Chairman of the Board of Commissioners of the Captiva Erosion Prevention District and its corporate seal to be affixed hereto, attested by its Secretary, and the City of Sanibel has caused this Agreement to be signed by the Mayor of the City of Sanibel and the seal of said City to be affixed hereto and attested by the City Clerk on the date and year first above written.

BOARD OF COMMISSIONERS
OF LEE COUNTY, FLORIDA



Chairman

ATTEST:
Charlie Green, Clerk of Courts


Deputy Clerk

ATTEST:

Sandra J. Guenther
By:

CITY OF SANIBEL

[Signature]
Mayor

ATTEST:

[Signature]
By:

CAPTIVA EROSION PREVENTION DISTRICT

[Signature]
Chairman

ATTEST:

By:

APPROVED AS TO FORM:

By: [Signature]
District Attorney

APPROVED AS TO FORM:

By: [Signature]
Office of County Attorney

By: [Signature]
Sanibel City Attorney

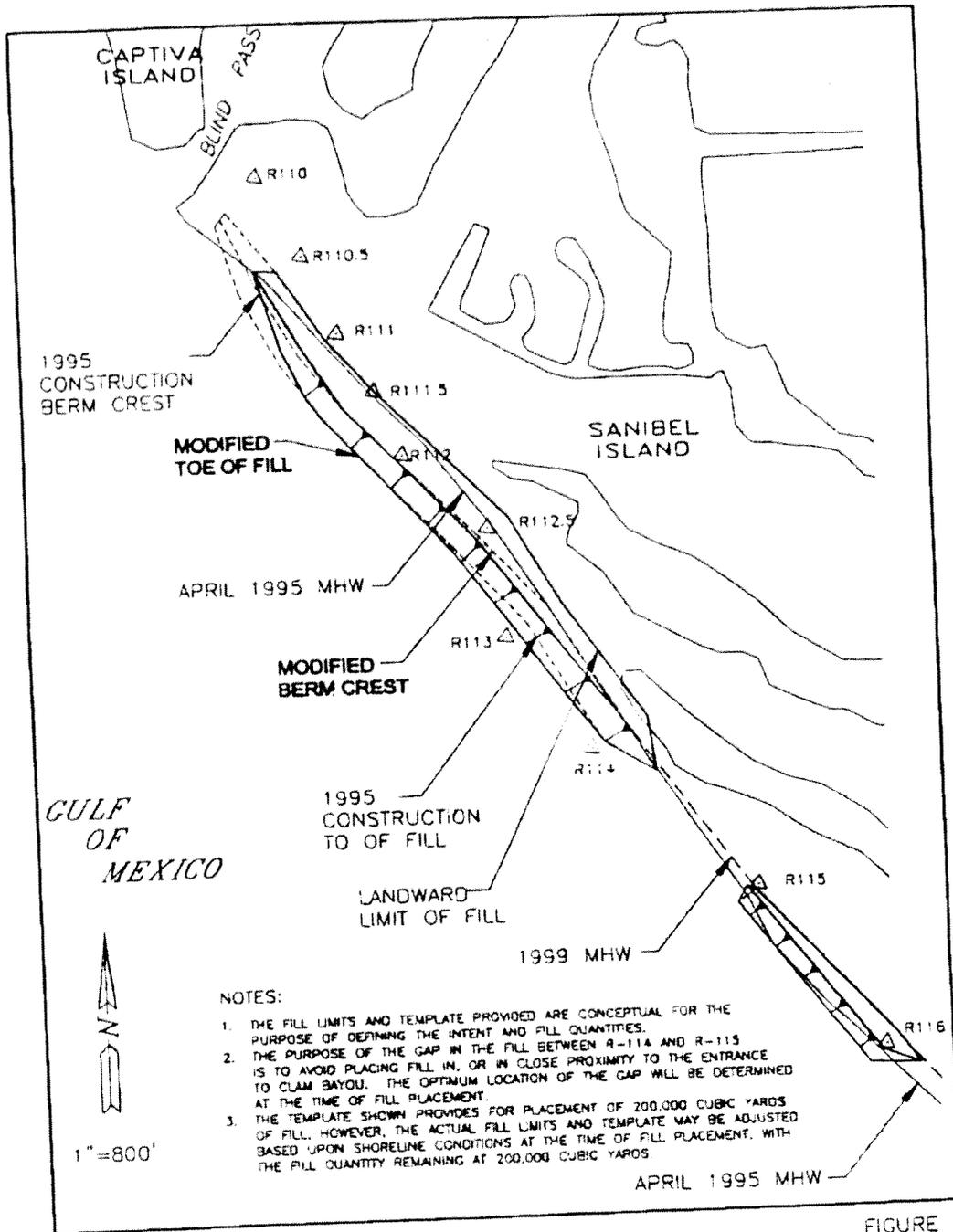


FIGURE 1

TEMPLATE FOR FILL PLACEMENT NORTH SANIBEL

COASTAL PLANNING & ENGINEERING, INC.