

9. **CONSENT AGENDA**

- e. Approval of an Interlocal Agreement between the City of Sanibel and the Sanibel Fire Department regarding the Police boat dock and authorize the City Manager to execute same and **RESOLUTION 08-157 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2009-010 AND PROVIDING AN EFFECTIVE DATE** (to appropriate an additional \$100,000 for the Marine Patrol Dock for grants received from West Coast Inland Navigation District (WCIND) in the amount of \$60,000 and from the Sanibel Fire District in the amount of \$40,000. The City's match is \$110,000 which is included in the 2009 budget. This amendment increases the FY09 budget by \$100,000)

Memorandum

DATE: October 21, 2008
TO: City Council
THROUGH: City Manager Judie Zimomra
FROM: Public Works Director Gates Castle JDC
RE: Marine Patrol Dock

RECOMMENDATION: Award Marine Patrol Dock contract to Florida Marine Construction in the amount of \$191,100; approve Change Order No. 1 for the project; and authorize the City Manager to execute the contract and the change order.

The City's Marine Patrol currently trailers their boat to the City's boat ramp for launching. This procedure is inefficient and increases critical response time. Several sites for a marine patrol dock have been explored over the years, with the site immediately east of the City's boat ramp at Causeway Boulevard being selected for the facility. Plans for the dock (copy of site plan attached) were prepared and a permit secured to construct the dock, which would also be utilized by the Sanibel Fire District and serve as a barge landing facility in an emergency.

An Advertisement for Bids to construct the Marine Patrol Dock appeared in the August 4, 2008 edition of the Ft. Myers News-Press. In response to the ad, seven contractors submitted bids, which were opened and read aloud on September 4, 2008 in the presence of John Honc of Honc Marine Construction and Scott Krawczuk and Gates Castle from the City. As indicated on the attached bid tabulation, the low bid was submitted by Florida Marine Construction in the amount of \$208,451.00.

The low bidder was informed that staff was going to recommend that Council reject the bids and redesign the project in order to meet the budget. Florida Marine Construction reviewed their bid and offered to utilize "or equal" substitutes for the vinyl sheeting and boat lifts, install the electrical service at no cost and install the water service at a cost of \$1,100, for a total of \$191,100. Sealed engineering letters were provided to support the "or equal" status of the proposed vinyl sheeting and boat lifts. Change Order No. 1 (copy attached) was prepared to reflect these changes.

Staff recommends that City Council award the Marine Patrol Dock contract to Florida Marine Construction in the amount of \$191,100, including approval of Change Order No. 1 which deducts \$17,351.00 from the original bid; and authorize the City Manager to execute the contract (copy attached) and Change Order No. 1.

Funding for the work is available as follows:

- \$110,000 in the Beach Parking CIP
- \$60,000 from a West Coast Inland Navigation District grant
- \$40,000 from Sanibel Fire District
- \$1,100 from Tourist Development Council grant for proposed boat ramp restroom (City's share of water main)

The balance of funds available would be used for security cameras and any miscellaneous items.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SANIBEL AND THE
SANIBEL FIRE AND RESCUE DISTRICT FOR THE
SANIBEL PUBLIC SAFETY DOCK FACILITY**

THIS INTERLOCAL AGREEMENT is made and entered into this ___ day of _____, 2008, by and between the City of Sanibel, a municipal corporation, (hereinafter referred to as "City") and the Sanibel Fire and Rescue District, (hereinafter referred to as "District"). The City and District may be referred to collectively as "Parties."

RECITALS:

WHEREAS, the City has planned and will permit and construct a Public Safety Dock Facility (the "Boat Dock") to serve the needs of the City and the Sanibel Police Department at the location generally depicted on Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the City wishes to form a cooperative relationship with the District in order to fund the construction and maintenance of such Boat Dock at the City's Boat Ramp Facility Site Property and to cooperate with the District with regard to the joint use of such Boat Dock; and

WHEREAS, the District finds that it is appropriate, equitable and that it serves a proper purpose for the District to participate in the financing of the capital costs of the construction and maintenance of the Boat Dock; and

WHEREAS, both the District and the City 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, including financial participation and cooperation in projects such as the Boat Dock;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, acknowledged by the parties to be good and sufficient consideration, the City and the District, intending to be legally bound, hereby agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are acknowledged by the parties to be true and correct and are hereby incorporated into the terms of this Agreement as if set out in this paragraph.

II. PURPOSE

It is the purpose and intent of this Agreement to set forth the terms and conditions for the District's financial participation in the costs of planning, design, permitting, construction and maintenance of the Boat Dock to be located at the City's Boat Ramp Facility Site and the cooperative joint use of such facility. All terms and conditions of this Agreement will be interpreted in a manner consistent with and in furtherance of the purposes set forth in this section.

III. OBLIGATIONS OF THE CITY

The City has planned and designed, and will permit and construct, operate and maintain a Boat Dock to be located at the City Boat Ramp Facility Site. The estimated useful life of the Boat Dock is thirty (30) years. The Boat Dock will be located upon City of Sanibel real property and this Interlocal Agreement shall provide for the proposed joint use of such Boat Dock between the City and the District. The planning, design, permitting, bidding, construction, operation and maintenance of the Boat Dock shall be at the sole discretion of, and at the sole obligation of, the City, and the District shall have no responsibility or obligation with respect to such requirements and obligations of the City, except for the capital construction and maintenance costs to be contributed by the District as set forth in this Agreement. The District, however, shall upon request, be entitled to review any and all documentation, plans, specifications, requests for bids, permits, construction documents or other documentation applicable to or related to the construction of the Boat Dock. The City shall provide to the District a five (5) calendar day period after delivery of any requested documentation in order for the District to provide comments or requests, should the District desire to do so.

IV. OBLIGATIONS OF THE DISTRICT

1. The District shall participate financially in the construction and maintenance costs of the Boat Dock in accordance with the terms and conditions of this Agreement. The current projected cost of completing this phase of the planning, design, bidding, permitting and construction (all costs together hereinafter referred to as the "Total Construction Costs") of the Boat Dock is in excess of \$191,000. The District hereby agrees to pay to the City \$40,000 of the Total Construction Costs for the Boat Dock. It is understood by the City and District that the current estimated Total Construction Costs of the Boat Dock is only a projected estimate and the final Total Construction Costs may be more or less than the projected costs, however, the District's payment towards Total Construction Costs shall not exceed the amount set forth herein.

2. **A. Capital Cost Contribution.** Within fifteen (15) days after execution of this Agreement by both the District and the City, the District shall pay to the City the District's capital contribution in the amount of Forty Thousand and 00/100 Dollars (\$40,000). Such capital contribution by the District shall be combined with other funds from or available to the City and used for the planning, design, bidding, permitting and construction of the Boat Dock.

B. Maintenance Reimbursement. The parties acknowledge that as a result of use and operation of the Boat Dock, it will be necessary to regularly provide maintenance at and to the Boat Dock Facility. The District agrees to pay 25% of the annual maintenance and operation costs of the Boat Dock Facility pursuant to the following procedure:

1. By October 15 of each calendar year, the City shall provide to the District a written statement evidencing the maintenance and operation costs expended by the City during the preceding fiscal year (October 1 - September 30) for the total Boat Dock Facility.
2. Within fifteen (15) calendar days of receipt of such written statement from the City, the District shall pay to the City 25% of such total maintenance and operation costs for the prior fiscal year as set forth in the statement.
3. In the event that the District disputes or questions the City's statement of costs for operation and maintenance of the Boat Dock during the prior fiscal year, the District's Fire Chief and the City Manager shall meet and endeavor to resolve any issues and the District's payment shall be made within five (5) calendar days thereafter.

V. DOCUMENTATION AVAILABLE TO DISTRICT

Upon completion of the Boat Dock, the City's Public Works Director shall certify, in writing, the total cost of the Boat Dock Project and shall make available to the District any necessary documentation requested by the District in sufficient detail to confirm the extent of work completed and the total construction costs expended by the City. This documentation shall be made available by the City to the District for the District's audit purposes or for such other uses or needs deemed necessary by the District.

VI. USAGE BY DISTRICT

A. The District shall have the authority and right to use one of the four designated docking slips at the Boat Dock, said docking slip to be agreed upon by the City and the District, and such authority and right shall commence upon completion of the Boat Dock and certification of its availability for use by the City, and shall continue on a year to year basis subject only to the District's partial operation and maintenance funding obligation as set forth in this Agreement. The District's rights of usage shall include, docking, storage, and access, and all rights and uses normally associated with boat dock use.

B. In addition to the rights of use by the District of the Boat Dock as described above, while using the Boat Dock the District and its personnel shall have the right to park any necessary District vehicles at the City's Boat Ramp parking lot at no charge or fee.

VII. OPERATION IN ACCORDANCE WITH CITY REGULATIONS

It is understood that the City shall operate the Boat Dock in accordance with reasonable rules and regulations established by the City.

VIII. MATTER NOT ADDRESSED

Any matter, subject, item or issue related to the Boat Dock Project not specifically addressed by this Agreement shall be at the sole discretion of the City including, but not limited to, maintenance, repair, hours of operation, names or descriptions of facilities, rules and regulations and the enforcement thereof.

IX. AUTHORIZED REPRESENTATIVES

The Chief of the Sanibel Fire and Rescue District, or his designee, shall be the District's contact person and the City Manager, or her designee, shall be the City's contact person for purposes of this Agreement.

X. TERM AND TERMINATION

A. The City agrees to construct the Project within six (6) months of execution of this Agreement provided, however, that such time period shall be reasonably extended to account for any delays resulting from Acts of God or natural disasters including, but not limited to, hurricanes.

B. The term of this Agreement shall be equal to the estimated useful life of the Boat Dock, which is agreed by the parties to be a period of thirty (30) years. Thereafter, this Agreement shall continue on a year to year basis so long as the City does not determine that the continued use of such Boat Dock is no longer useful or appropriate for any reason, such determination to be at the sole discretion of the City.

C. This Agreement may be terminated by either party as a result of a material breach by the other party provided, however, the non-breaching party shall provide written notice of the breach to the breaching party and there shall be a time period of thirty (30) days within which to cure such alleged breach.

XI. LIABILITY

1. The City shall insure the Boat Dock under the City's existing property insurance policies.
2. The District shall maintain such insurance coverage as it deems necessary or appropriate for coverage of any District boat or other District property.
3. Subject to the limitations as set forth in Section 768.28, Florida Statutes, the District shall defend, hold harmless and indemnify the City from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including but not limited to, attorney's fees and courts costs, brought by third parties arising from the acts or omissions of the District, its agents, employees, or contractors after the City's construction and upon commencement of the use and/or operation of the Boat Dock by the District. The provisions of this paragraph are not intended to abrogate the sovereign immunity of the City or District beyond that set forth in Section 768.28, Florida Statutes.

XII. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the City and District, any verbal understanding, statements or prior writings or agreements to the contrary notwithstanding.

XIII. CHANGE OR MODIFICATION

No change or modification to this Agreement shall be effective unless the same is in writing and signed by both parties.

XIV. ASSIGNMENT; BENEFITS

No assignment, delegation, transfer, or novation of this Interlocal Agreement, or part hereof, shall be made by either Party unless approved by both the District and the City. This Agreement is intended for the use and benefit of the parties hereto only, and shall not be construed to provide third party benefits to any other party or entity.

XV. CONSTRUCTION AND INTERPRETATION

This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

XVI. RECORDATION OF AGREEMENT

This Interlocal Agreement shall be recorded in the Public Records of Lee County, Florida.

ATTEST:

CITY OF SANIBEL, FLORIDA

By: _____
Pamela Smith, City Clerk

By: _____
Mick Denham, Mayor

APPROVED AS TO LEGAL FORM

By: *Kenneth B. Cuyler*
Kenneth B. Cuyler, City Attorney

SANIBEL FIRE AND RESCUE DISTRICT

WITNESS:
Kenneth B. Cuyler
Witness #1 Signature

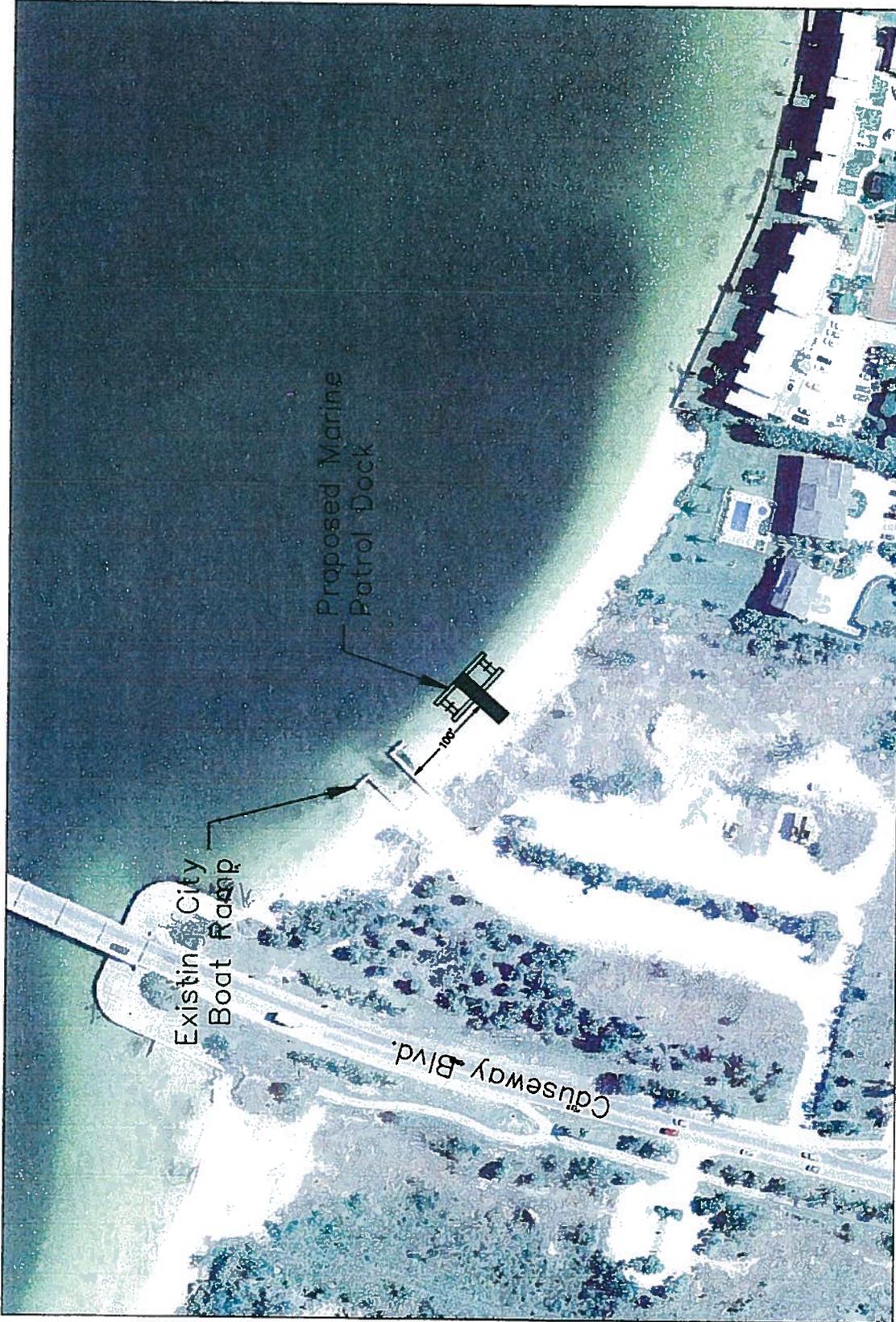
KENNETH B. CUYLER
Witness #1 Printed Name

Pamela Smith
Witness #2 Signature

PAMELA SMITH
Witness #2 Printed Name

By: *Daniel W. Duncan*
Daniel W. Duncan, Chief

EXHIBIT "A"



	City of Sanibel, FL 800 Dunlop Road, Sanibel, FL 33957 (941) 472-3700			CITY BOAT RAMP SITE	
				PROPOSED MARINE PATROL DOCK	
		JUNE 2007	SCALE: 1"=140'	SKETCH D	

RESOLUTION NO. 08-157

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2009-010 AND
PROVIDING AN EFFECTIVE DATE**

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised Beach Parking Fund for fiscal year 2008-2009, Budget Amendment/Transfer BA 2009-010 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 18th day of November 2008.

AUTHENTICATION:

Mick Denham, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler
Kenneth B. Cuyler, City Attorney

Date

11/12/08

Vote of Councilmembers:

Denham _____

Ruane _____

Jennings _____

Pappas _____

Date filed with City Clerk: _____

