

JOINT SUPPLEMENTAL INTERLOCAL AGREEMENT
BETWEEN LEE AND COLLIER COUNTIES
REGARDING ROAD MAINTENANCE OF BONITA BEACH ROAD,
VANDERBILT DRIVE AND WOODS EDGE PARKWAY

This Joint Supplemental Interlocal Agreement (Agreement), made and entered into this 8 day of Sept, 1998, by and between Collier County, a political subdivision of the State of Florida, through the Board of County Commissioners, Collier County, Florida, the governing body of Collier County and Ex-Officio as the governing body of the Collier County Water-Sewer District, hereinafter referred to as "Collier", and Lee County, a political subdivision of the State of Florida, Board of County Commissioners, Lee County, Florida, the governing body of Lee County, hereinafter referred to as "Lee".

WITNESSETH:

WHEREAS, Collier County and Lee County, by and through their respective Boards of County Commissioners, entered into that certain Master Interlocal Agreement between Collier and Lee Counties dated September 6, 1989 concerning the joint planning, design, construction and maintenance of road improvements within a specified boundary area of Collier County and Lee County; and

WHEREAS, on June 19, 1990, and April 24, 1996, Collier County and Lee County, by and through their respective Boards of County Commissioners, authorized and entered into supplemental agreements to the said Master Interlocal Agreement for the preliminary design, final design, environmental permitting, right-of-way acquisition stages and construction relating to the four-laning improvements to Bonita Beach Road; and

WHEREAS, Collier and Lee Counties have generally recognized the public need to proceed with maintaining the road segments that are within the transportation boundary

specified in the Master Interlocal Agreement; and

WHEREAS, both Boards of County Commissioners expressed support for a road maintenance agreement for facilities along the county line.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. Lee County agrees to maintain Bonita Beach Road four lane section, including the Vanderbilt Drive intersection, from Hickory Boulevard to Vanderbilt Drive.

2. Collier County agrees to maintain Vanderbilt Drive from Woods Edge Parkway to Bonita Beach Road. Collier County also agrees to maintain Woods Edge Parkway from Vanderbilt Drive to U.S. 41. Collier County's maintenance obligation shall not commence until Woods Edge Parkway is dedicated to Collier County and Lee County and accepted by Collier County and Lee County as a public roadway. Collier County's acceptance of the roadway shall be contingent upon the following items:

a) Collier County shall inspect Woods Edge Parkway for conformance with the Collier County Land Development Code. If the existing condition of the road deviates or varies from the Collier County Land Development Code, then the Collier County Board of County Commissioners must approve the deviation or variance;

b) An independent professional engineer shall review and certify to Collier County and Lee County that the construction of Woods Edge Parkway meets or exceeds the minimum design standards; and,

c) The owner of the Woods Edge Parkway who dedicates the roadway to Collier County and Lee County shall post a minimum one (1) year maintenance bond in the amount of ten (10%) percent of the estimated construction cost of the roadway.

3. Each jurisdiction agrees to allow the appropriate entity to maintain the road segments addressed above.

4. Lee County and Collier County staff will provide the maintenance level, applicable to the maintenance standards currently used in the respective counties. The maintenance activities are generally described as follows: street sweeping; shoulder, curb and gutter maintenance as required; pavement repairs; traffic sign, pavement marking and traffic signal operation and maintenance; bridge repair and maintenance; median landscaping; median and roadside mowing; cleaning of drainage pipes, catch basins and drop inlets as required; sidewalk maintenance and repair; repair, replacement, reconstruction and similar activities resulting from damage caused by accidents or natural disasters; and all other aspects of transportation facility maintenance.

5. The parties hereto recognize and agree that each county shall continue to retain the ability to control access unto the rights-of-way within their own respective jurisdiction. Each County will apply its own rules and procedures relating to access of right-of-ways upon its own road segments and land development reviews and approvals.

6. The parties hereto recognize and agree that either county has the ability to affect the progress of the road maintenance activities by the commitment of road maintenance activities funds. Should either Lee County or Collier County be unable to budget required maintenance funds during any fiscal year, the other county retains the right to

proceed with appropriate maintenance activities on the condition that necessary funding is reestablished the ensuing fiscal year. This Joint Supplemental Interlocal Agreement is solely for the maintenance of the three road segments stated heretofore. Collier County shall own, control, maintain and be responsible for all Collier utility facilities. Collier County agrees that it will maintain and keep in repair or cause to be maintained and kept in repair, all of such constructed utilities within the right-of-way of Bonita Beach Road, and comply with all provisions of applicable law. Lee County shall not disturb or damage the Collier County utility facilities.

7. Lee County agrees to promptly notify Collier County in writing of any maintenance problems, questions, issues, emergencies, traffic accidents or other events concerning the maintenance and operation of Bonita Beach Road. Collier County shall notify Lee County of the same or similar items during the maintenance of Vanderbilt Drive and Woods Edge Parkway.

8. Within sixty (60) days of the execution of this Agreement, Lee County at its cost, shall distribute to the local newspapers and media a press release containing information advising the public that Lee County is the maintaining agency of Bonita Beach Road. Lee County further agrees to notify in writing the public emergency offices of Lee County's maintenance responsibility.

9. The parties shall retain their respective responsibilities for review of right-of-way permits for the highway corridor and shall process such permits in a cooperative and expeditious manner.

10. Lee County and Collier County agree to equally (50%/50%) share in the permitting, design and construction costs for the four laning improvements of Vanderbilt Drive

within Lee County. The parties agree to enter into a separate interlocal agreement which shall set forth the obligations concerning the four laning of Vanderbilt Drive.

11. The maintenance responsibilities of Lee County as set forth herein shall not impact and/or degrade the mission or maintenance of abutting local streets which are maintained by Collier County

12. To the extent permitted by law and as limited by Section 768.28, Florida Statutes, Lee County shall indemnify and save Collier County harmless from any and all claims, liabilities, losses and causes of action arising out of any act, error, omission or negligence of Lee County, its contractor or its agents or representatives arising from or incident to the Lee County duties and responsibilities under this Agreement. Provided, however, Lee County shall not be responsible for any and all claims, liabilities, losses and causes of action arising out of any act, error, omission or negligence of Collier County, its contractor or its agents or representatives.

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, Collier County shall indemnify and save Lee County harmless from any and all claims, liabilities, losses and causes of action arising out of any act, error, omission or negligence of Collier County, its contractor or its agents or representatives arising from or incident to the Collier County duties and responsibilities under this Agreement. Provided, however, Collier County shall not be responsible for any and all claims, liabilities, losses and causes of action arising out of any act, error, omission or negligence of Lee County, its contractor or its agents or representatives.

13. This Agreement constitutes the entire understanding between the parties, and any previous Agreements, whether written or oral, shall be superseded by this Agreement.

14. This Agreement may be amended only upon the concurrence of both parties and executed with the same formalities as this original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, the day and year first above written.

ATTEST:
COLLIER COUNTY CLERK
OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA, AS THE
GOVERNING BODY OF COLLIER COUNTY
AND EX-OFFICIO AS THE GOVERNING
BODY OF THE COLLIER COUNTY
WATER-SEWER DISTRICT

By: *[Signature]*
Deputy Clerk

By: *Rainona B. Rupp*
Chairman 9/8/08

Attest as to Chairman's
signature only.

APPROVED AS TO FORM

By: *[Signature]*
Collier County Attorney's Office

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: *[Signature]*
Deputy Clerk

By: *[Signature]*
Chairman

APPROVED AS TO FORM

By: *[Signature]*
Lee County Attorney's Office

@970808

JOINT SUPPLEMENTAL INTERLOCAL AGREEMENT
BETWEEN LEE AND COLLIER COUNTIES
REGARDING LANDSCAPE MAINTENANCE OF BONITA BEACH ROAD

This Joint Supplemental Interlocal Agreement (Agreement), made and entered into this 22 day of July, 1997, by and between Collier County, a political subdivision of the State of Florida, hereinafter referred to as "Collier", and Lee County, a political subdivision of the State of Florida, hereinafter referred to as "Lee".

WITNESSETH:

WHEREAS, Collier County and Lee County, by and through their respective Boards of County Commissioners, entered into that certain Master Interlocal Agreement between Collier and Lee Counties dated September 6, 1989 concerning the joint planning, design, construction and maintenance of road improvements within a specified boundary area of Collier County and Lee County; and

WHEREAS, on June 19, 1990 and April 23, 1996 Collier County and Lee County, by and through their respective Boards of County Commissioners, entered into supplemental agreements to the said Master Interlocal Agreement for the four-laning improvements to Bonita Beach Road; and

WHEREAS, Collier and Lee Counties have generally recognized the public need to proceed with maintaining the landscape of Bonita Beach road; and

WHEREAS, both Boards of County Commissioners expressed support for a road landscape maintenance agreement along the county line.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further

consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. Lee County agrees to perpetually manage and maintain the median landscaping on Bonita Beach Road from Hickory Boulevard to Vanderbilt Drive, pursuant to the plans prepared by Lee County Department of Transportation dated June 23, 1997, as they may be amended from time to time by the mutual consent of the parties. This Agreement shall be reviewed in ten years for new cost estimates. This Agreement shall terminate if an alternative funding source, such as an MSBU, is implemented by both LEE and COLLIER.

2. Collier County and Lee County agree to equally fund the actual maintenance cost estimated at \$70,000.00 per year for Bonita Beach Road. Collier County will pay Lee County for the maintenance cost by the 31st of October of each year for the fiscal year beginning the preceding 1st of October. Any year in which expenditures do not reach the estimated maintenance cost shall be continued over to the next fiscal year. If it appears that during the course of this Maintenance Agreement that the amount of funds are insufficient to cover the yearly costs, COLLIER will, at LEE'S written request, provide the necessary additional funds within thirty (30) days of said written notification. COLLIER staff shall be authorized to provide the necessary additional funds up to twenty-five percent (25%) of the annual maintenance fee. The parties agree that any additional amount above the twenty-five percent (25%) must be taken to the COLLIER Board of County Commissioner's for its approval. For purposes of this Agreement, the term "maintenance" shall include, but not be limited to, maintaining the landscaping in a

vigorous healthy state of growth and provide replacement plants and irrigation components in the event of accidents, inclement weather, etc.

3. The parties hereto recognize and agree that either county has the ability to affect the progress of the project by the commitment of project funds. Should either Lee County or Collier County be unable to fund its fair share, the other county retains the right to proceed with the project with or without a joint supplemental agreement. This Joint Supplemental Interlocal Agreement is solely for the landscape maintenance of the Bonita Beach road segment. Maintenance responsibilities of the roadway and appurtenances shall be addressed by a subsequent agreement. Collier shall own, control, maintain and be responsible for all Collier utility facilities.

4. Each year LEE shall at the earliest date practicable furnish COLLIER with two (2) copies of its final and complete billing for all costs incurred in conjunction with the work performed hereunder. Sufficient reference shall be made in the billing to LEE records, accounts or other relevant documents. All cost records and accounts shall be subject to audit by representative(s) of either LEE or COLLIER, at their election.

5. Upon completion of the landscape work, COLLIER agrees that it will maintain and keep in repair, or cause to be maintained and kept in repair, all of its facilities or utilities within the right-of-way of Bonita Beach Road. Any damage to the landscape shall be restored by COLLIER's contractor or permittee's obtained by COLLIER to the same or better condition of what is then being maintained in the area.

6. Neither County shall be responsible for any and all claims, liabilities, losses and causes of action arising out of any act, error, omission or negligence of the other

County, its contractor or its agents or representatives.

7. This Agreement constitutes the entire understanding between the parties, and any previous Agreements, whether written or oral, shall be superseded by this Agreement.

8. This Agreement may be amended only upon the concurrence of both parties and executed with the same formalities as this original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, the day and year first above written.

ATTEST:
COLLIER COUNTY CLERK
OF COURTS

By: *Maurice Lopez*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: *Timothy J. Kimes*
Chairman

APPROVED AS TO FORM

By: *Blade J. Ash*
Office of the County Attorney

ATTEST:
CHARLIE GREEN, CLERK

By: *Ann D. Lince*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: *Paul M. S.*
Chairman

APPROVED AS TO FORM

By: *[Signature]*
Lee County Attorney's Office