

**INTERLOCAL AGREEMENT BETWEEN COLLIER COUNTY,
THE CITY OF MARCO ISLAND, AND THE HIDEAWAY
BEACH DISTRICT FOR COLLIER COUNTY TO PROVIDE
\$350,000 IN TOURIST DEVELOPMENT CATEGORY "A" TAX
REPRESENTING COLLIER COUNTY'S PRORATA SHARE
FOR THREE EROSION CONTROL STRUCTURES AS PART OF
THE 2013 HIDEAWAY BEACH RENOURISHMENT AND
EROSION CONTROL PROJECT.**

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into this 14
day of May, 2013, by and between the Board of County Commissioners, the
governing body of Collier County, a political subdivision of the State of Florida, hereinafter
referred to as "County," the City of Marco Island, a Florida municipal corporation, hereinafter
referred to as "City," the Hideaway Beach District, a dependent special district within the
meaning of Ch. 189, Fla. Stat., and hereafter referred to as "District."

RECITALS:

WHEREAS, the County adopted a Tourist Development Category "A" Funding Policy
for beach renourishment and erosion control on November 1, 2005; and

WHEREAS, the goal of the County's adopted policy is to maintain and enhance the
shoreline beaches and provide visitors and residents convenient public beach access and quality
beach amenities; and

WHEREAS, the County reviewed a Grant Application from the City and the District on
October 23, 2012 and November 13, 2013, requesting \$925,000 dollars to fund erosion control
structures on Hideaway Beach based on the approved Tourist Development Council (TDC)
Funding Policy; and

WHEREAS, the District has hired engineers to design, permit and construct a project to
renourish Hideaway Beach and provide three additional permanent erosion control structures
(the "Project"); and

WHEREAS, the County desires to fund its proportionate share of the Project related to
construction of permanent erosion control structures on Hideaway Beach; and

WHEREAS, the City and the District desire to fund the remainder of the Project
including the portion of the Project related to renourishment and the placement of sand on
Hideaway Beach; and

WHEREAS, the District shall be responsible for the costs for the annual monitoring
anticipated to be required by the permit for the Project to be issued by State of Florida,
Department of Environmental Protection (FDEP); and

WHEREAS the County agrees to provide thirty-eight (38) percent of the maintenance costs of these three (3) erosion control structures using Category "A" Funds for the County's proportionate share of the maintenance costs for the anticipated 25 year asset life, and the City and the District agree to fund the remaining share of the maintenance costs.

WHEREAS, the Hideaway Beach District will be responsible for the engineering, permitting (local, state and federal), design, construction, inspection and all permit compliance of the Project; and

WHEREAS, the Board of County Commissioners hereby finds that this Project, specifically including the County's proportionate share, is a project which promotes tourism in Collier County.

NOW, THEREFORE, BASED UPON THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. RECITALS. The above recitals are true and correct and incorporated herein.
2. ELIGIBILITY AND FUNDING. The Hideaway Beach portion of the northern beach area of Marco Island is eligible for TDC funding under the County adopted policy for the construction of erosion control structures. The total cost requested by the City and the District is \$350,000 and will be funded by the County with Tourist Development Tax funds payable to the City on a cost reimbursement basis, not to exceed \$350,000 dollars, for the County's proportionate share of the construction of the three erosion control structures based on pricing submitted by the lowest, qualified and responsive bidder.

The City and District will provide the funding for the remainder of the Project including the installation of the erosion control structures and renourishment portion of the Project.

The County agrees to provide thirty-eight (38) percent of the maintenance costs of these three (3) erosion control structures using Category "A" Funds for the County's proportionate share of the maintenance costs for the anticipated 25 year asset life, and the City and the District agree to fund the remaining share of the maintenance costs.

3. SPONSORSHIP. The City agrees to sponsor the Project on behalf of the District and to secure funding to supplement the Tourist Development Tax funds for completion of the renourishment and stabilization project and the professional services associated with the erosion control structures and any cost overruns above the \$350,000 approved by the County for its proportionate share of construction of the three erosion control structures. Permits will be issued in the City's name. The City and the District will obtain any additional permits required by state, local or federal permitting agencies. The District will obtain any necessary easements from the beachfront property owners in the area of the Project.

The County will maintain proportional ownership of the erosion control structures.

4. CITY AND DISTRICT OBLIGATIONS.

The City and the District remain obligated to fund the entire Project less the total amount pledged by the County of \$350,000 representing the County's proportionate share of the public benefit of the Project.

5. PRIVATE PROPERTY EASEMENTS. The District will process the necessary easements from the property owners fronting on the Project area and grant the same rights under those easements to the selected vendors and contractors for purposes of completing the Project. The District will record those easements through the County Clerk's Office and notify the County when this is complete.

6. DISTRICT TO COMPLETE PERMIT CONDITIONS. The District shall be responsible to fulfill the ongoing obligations of the permits and all conditions of the permits such as annual monitoring and continued maintenance of the erosion control structures and beach area.

7. PROJECT PERIOD. In order to complete the Project in a timely manner, the County and City agree that the construction of the beach renourishment and stabilization Project will be allowed to occur during sea turtle nesting season (May 1st to October 31st) provided it is approved by the Florida Department of Environmental Protection and the Army Corps of Engineers. The District shall follow all available techniques to minimize impact, if any, to sea turtle nests.

8. INDEMNIFICATION. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Collier County shall indemnify, defend and hold harmless the District and the City against any actions, claims or damages arising out of Collier County's negligence in connection with this Agreement, and the District and City shall indemnify, defend and hold harmless Collier County against any actions, claims, or damages arising out of the District and City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

9. MISCELLANEOUS PROVISIONS.

A. Any and all notices, designations, consents, offers, acceptances, or other communications provided for herein shall be given to the City and to the District, attention City Manager, City of Marco Island, 50 Bald Eagle Drive, Marco Island, FL 34145. Notice to the County, attention County Manager, Collier County Government Complex, 3299 Tamiami Trail East, Naples, FL 34112.

B. This writing embodies the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to the subject matter herein, no alteration change or modification to the terms of this Agreement shall have any force or effect unless made in writing and signed by the parties hereto. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. This

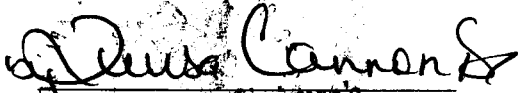
Agreement may be executed in each of several copies, each of which may be considered an original.

C. Except as to the District, the City may not sell, transfer, or assign this Agreement, or any part hereof, without the written consent of the County.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.


ATTEST:
DWIGHT E. BROCK, Clerk



Attest as to Chairwoman's
signature only.

Approved as to form and
legal sufficiency:

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

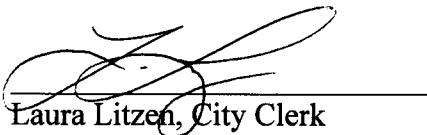
By: 
GEORGIA A. HILLER, ESQ., Chairwoman
Tom Henning, ~~Vice~~ Chairman

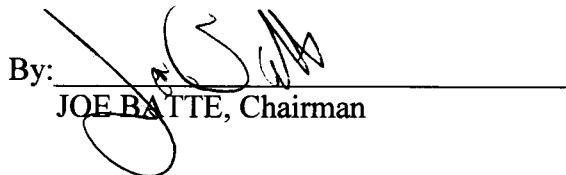


Colleen M. Greene
Assistant County Attorney

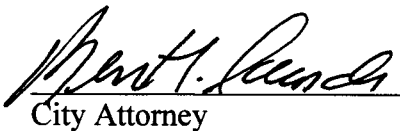
ATTEST:

CITY OF MARCO ISLAND, FLORIDA


Laura Litzen, City Clerk

By: 
JOE BATTE, Chairman

Approved as to form and
legal sufficiency:


City Attorney

HIDEAWAY BEACH DISTRICT

(SEAL)

By: 
ERIK BRECHNITZ, Chairman

09.0031/5321

