

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MARCO ISLAND AND COLLIER COUNTY
FOR LOCATION OF DOCKS**

This Agreement is entered into this ___ day of _____, 2025 (“Effective Date”), by and between the **CITY OF MARCO ISLAND**, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City," and **COLLIER COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County," collectively known as the “Parties.”

RECITALS:

WHEREAS, the Collier County Sheriff’s Office (CCSO) and the Marco Island Police Department (MPD) require new floating docks to store and deploy their law enforcement vessels; and

WHEREAS, Collier County is in the process of designing, permitting, and constructing a dock situated in the waters off the shore of Marco Island, accessible from property owned by the County and for use by CCSO; and

WHEREAS, the City is also in need of an adjacent dock for use by the Marco Island Police Department; and

WHEREAS, the docks will be used for public safety and law enforcement purposes; and

WHEREAS, the Parties wish to coordinate construction for both docks to ensure that the needs of local law enforcement are met; and

WHEREAS, the Parties have determined it is in the best interest of the health, safety, and welfare of the public to approve the proposed Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the County and the City hereby agree as follows:

1. Construction of Docks.

CCSO Dock. The County shall have the right to construct a dock in the water adjacent to the City-owned property (the “CCSO Dock”) located at 807 E Elkhart Cir., Marco Island, FL 34145 (the “Property”), as depicted in Exhibit “A,” attached hereto and incorporated herein. The CCSO Dock shall be used for public safety and law enforcement purposes. The County shall be responsible for all aspects of construction and shall construct the CCSO Dock at its sole cost and expense.

MPD Dock. The County agrees to manage the construction of an additional floating dock for the benefit of the Marco Island Police Department (the "MPD Dock"), located adjacent to the



CCSO Dock, as shown in Exhibit "B," which is attached hereto and incorporated by reference. The MPD Dock shall be used for public safety and law enforcement purposes. The City shall notify the County whether it wishes to proceed with the MPD Dock no later than four (4) months after the Effective Date of this Agreement. In the event that the City fails to notify the County within the specified time frame, such failure shall be deemed as a refusal by the City to move forward with the MPD Dock. Upon any such refusal, the City understands and agrees that it forfeits its right to construct the MPD Dock and the County shall have no further obligations or responsibilities related to the MPD Dock. In the event that the City does not wish to proceed with the MPD Dock or otherwise forfeits its right to construct the MPD Dock, all other terms and conditions contained in this Agreement shall continue to remain in effect.

Construction. The County and the City shall coordinate to prepare a mutually agreeable scope of work for construction of the CCSO and MPD Docks. The County shall be responsible for soliciting the construction bids for the MPD dock listed as an alternate scope in the bid schedule. The County shall have the sole right to choose a contractor for construction of the MPD Dock consistent with its procurement procedures. The City shall be solely responsible for directly issuing a purchase order and processing all payments directly to the contractor for the construction of the MPD Dock.

The County shall notify the City of the proposed construction costs once the bids have been received and a contractor has been chosen by the County. The City may withdraw from this project within 10 (ten) days of receipt of such notification in the event that construction costs exceed what the City reasonably expects. If the City fails to notify the County within the specified period of any such withdrawal, such failure shall be deemed as an agreement by the City to proceed with the MPD Dock. Upon any such withdrawal, the City understands and agrees that it forfeits its right to construct the MPD Dock, and the County shall have no further obligations or responsibilities related to the MPD Dock. In the event that the City does not wish to proceed with the MPD Dock or otherwise forfeits its right to construct it, all other terms and conditions in this Agreement shall remain in effect.

Should the Collier County Board of County Commissioners decide not to proceed with construction of the CCSO Dock, or otherwise rejects the award of a construction agreement to a contractor for the CCSO Dock, this Agreement shall become null and void and the Parties shall have no further responsibilities or obligations under this Agreement, including, but not limited to, any obligations related to construction of the MPD Dock.

The City agrees to cooperate with the County to obtain any permits required for the CCSO and MPD Docks construction, including, but not limited to, providing any required authorizations. The County shall be responsible for paying the CCSO and MPD Dock permit fees.

The City and the County agree to adhere to the provisions outlined in the Guidelines for Avoiding Impacts to the West Indian Manatee issued by the United States Department of the Interior regarding compliance with Section 7 of the Endangered Species Act as depicted in Exhibit "C," attached hereto and incorporated herein.

2. Use of City Property. The City hereby grants County a non-exclusive right and license to the riparian rights vested in the Property to facilitate use of the CCSO Dock in the manner proposed herein.

The City also agrees to provide a non-exclusive right and license to the County to use the MPD Dock, as mutually agreed upon, in the event of exigent circumstances. The Parties understand and agree that the County's usage of the MPD Dock shall be exclusively limited to law enforcement and public safety activities and shall not be used for any other purpose.

3. Use of County Property. The County hereby agrees to provide 24/7 access through County-owned property located at 990 N Barfield Dr., Naples, FL 34145 to the City to access the MPD Dock.

The County also agrees to provide a non-exclusive right and license to the City to use the CCSO Dock for City access to the MPD Dock. The Parties understand and agree that the City's usage of the CCSO Dock and access shall be exclusively limited to law enforcement and public safety activities and shall not be used for any other purpose.

4. Mutual Coordination of Operations. The City and County agree to coordinate and cooperate in the use of the Docks to ensure that their respective law enforcement and public safety activities operations do not conflict with one another. To the extent possible, each Party will notify the other Party in advance of any planned activities that may impact the other Party's operations. The Parties will work together in good faith to resolve any potential conflicts and ensure the efficient and effective use of the properties for their law enforcement purposes.

5. Maintenance and Utilities. The County shall be responsible for all operating costs associated with the CCSO Dock, including, but not limited to, maintenance, utilities, and insurance. The City shall be responsible for all operating costs associated with the MPD Dock, including, but not limited to, maintenance, utilities, and insurance.

The County shall not be responsible for any maintenance to the Property.

6. Indemnification. To the extent provided by law, the Parties agree to hold harmless, indemnify, and defend the other party including its agents, officers, directors and employees for any and all claims, losses, penalties, demands, judgments, and costs of suits for any expense, damage or liability incurred, whether for personal injury, property damage, or direct damages arising directly or indirectly arising from or in connection with the use of the Property under the terms of this Agreement, except for such damage or liability which is caused solely by the negligence of the other party. This indemnification shall not be deemed a waiver of any limitation of liability to which either party may be entitled under Florida Statutes, including but not limited to Section 768.28, Florida Statutes.

7. Miscellaneous.

The City and the County will amicably attempt to resolve any conflicts that arise out of this Agreement. If the Parties cannot resolve an item, the Parties will then participate in voluntary mediation in an attempt to resolve any conflicts. If following voluntary mediation there are any items that cannot be resolved, the parties shall utilize the process set forth within the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes. This Agreement may be enforced by the Parties in any manner authorized by law, and the only remedy is specific performance for violation of the terms and conditions of this Agreement. Each party shall bear its

own costs and attorney's fees related to this matter.

This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement and no other agreement, statement or promise made any party, or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

This is the entire agreement between the Parties with respect to the matters set forth herein, and shall supersede any prior agreements or understandings. This Agreement can only be amended by mutual written consent of the Parties.

In the event state or federal laws are enacted after the execution of this Agreement, which are applicable to and preclude in whole or in part the Parties' compliance with the terms of this Agreement, then in such event this Agreement shall be modified or revoked as is necessary to comply with such laws, in a manner which best reflects the intent of this Agreement.

This Agreement is intended for the benefit of the Parties hereto. This Agreement does not confer any rights or remedies upon any non-party to this Agreement, and no third-party has any right whatsoever to enforce any provision of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AS TO COLLIER COUNTY:

DATED: _____

ATTEST:
CRYSTAL K. KINZEL, Clerk

BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY, FLORIDA

By: _____
_____, Deputy Clerk

By: _____
BURT L. SAUNDERS, CHAIRMAN

Approved as to form and legality:

Sally A. Ashkar, Assistant County Attorney

SA
3/12/25

Signatures continued on next page.



AS TO THE CITY OF MARCO ISLAND:

DATED: _____

ATTEST:

CITY OF MARCO ISLAND, FLORIDA

By: _____
_____, City Clerk

By: _____
Erik Brechnitz, ~~Vice~~ Chairman

Approved as to form and legality:

Alan L. Gabriel, City Attorney

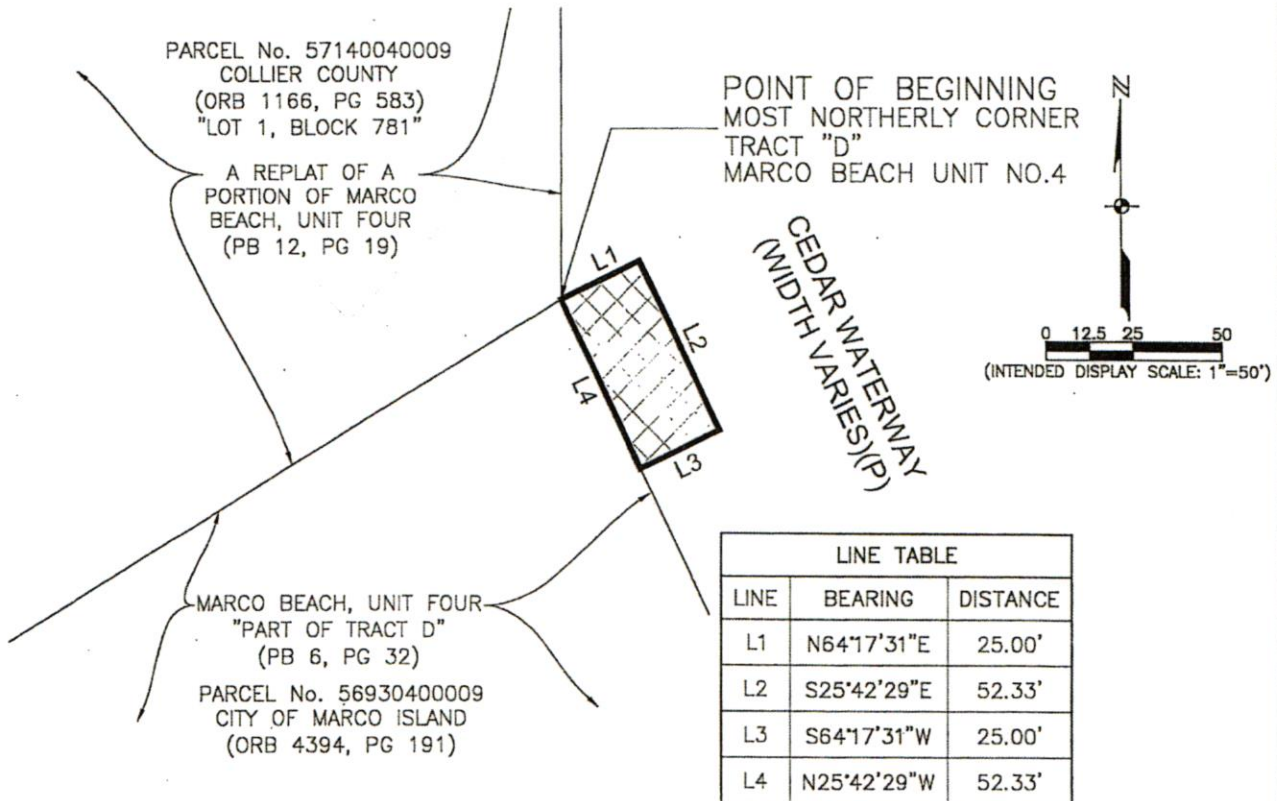


DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, ALSO BEING THAT PORTION OF CEDAR WATERWAY AS SHOWN ON THE PLAT OF MARCO BEACH UNIT FOUR, RECORDED IN PLAT BOOK 6, PAGE 35 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF TRACT "D" OF SAID PLAT OF MARCO BEACH UNIT FOUR THENCE; N.64°17'31"E. FOR A DISTANCE OF 25.00 FEET, THENCE; S.25°42'29"E. FOR A DISTANCE OF 52.33 FEET, THENCE; S.64°17'31"W. FOR A DISTANCE OF 25.00 FEET, THENCE; N.25°42'29"W. FOR A DISTANCE OF FEET TO THE POINT OF BEGINNING.

CONTAINING 16,745 SQ. FT. OR 0.38 ACRES, MORE OR LESS.



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS ARE BASED ON THE NORTHEASTERLY LINE OF TRACT "D", MARCO BEACH UNIT FOUR, PLAT BOOK 6, PAGE 35, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA BEING SOUTH 25°42'29" EAST.
3. PARCEL CONTAINS 1,308 SQUARE FEET OR 0.030 ACRES, MORE OR LESS.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES

David
Hyatt

Digitally signed
by David Hyatt
Date: 2023.12.19
08:04:46 -05'00'

THIS SURVEY HAS BEEN DIGITALLY SIGNED BY:
DAVID J. HYATT (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5834
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

EXHIBIT A

Page 1 of 1

JOHNSON
ENGINEERING

JOHNSON ENGINEERING, INC.
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE: (239) 434-0333
E.B. #642 & L.B. #642

SKETCH & DESCRIPTION
A PORTION OF
MARCO BEACH, UNIT 4

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/2023	20236164-000	08-52-26	1"=50'	1 of 1

G:\2023\20236164-000 - Collier County Sheriff Operation Substation - Sketch & Description\20236164-000-Sketch-Description-waterway.dwg (Letter-Bottom-Portrait) by Dec 19, 2023 - 7:41am

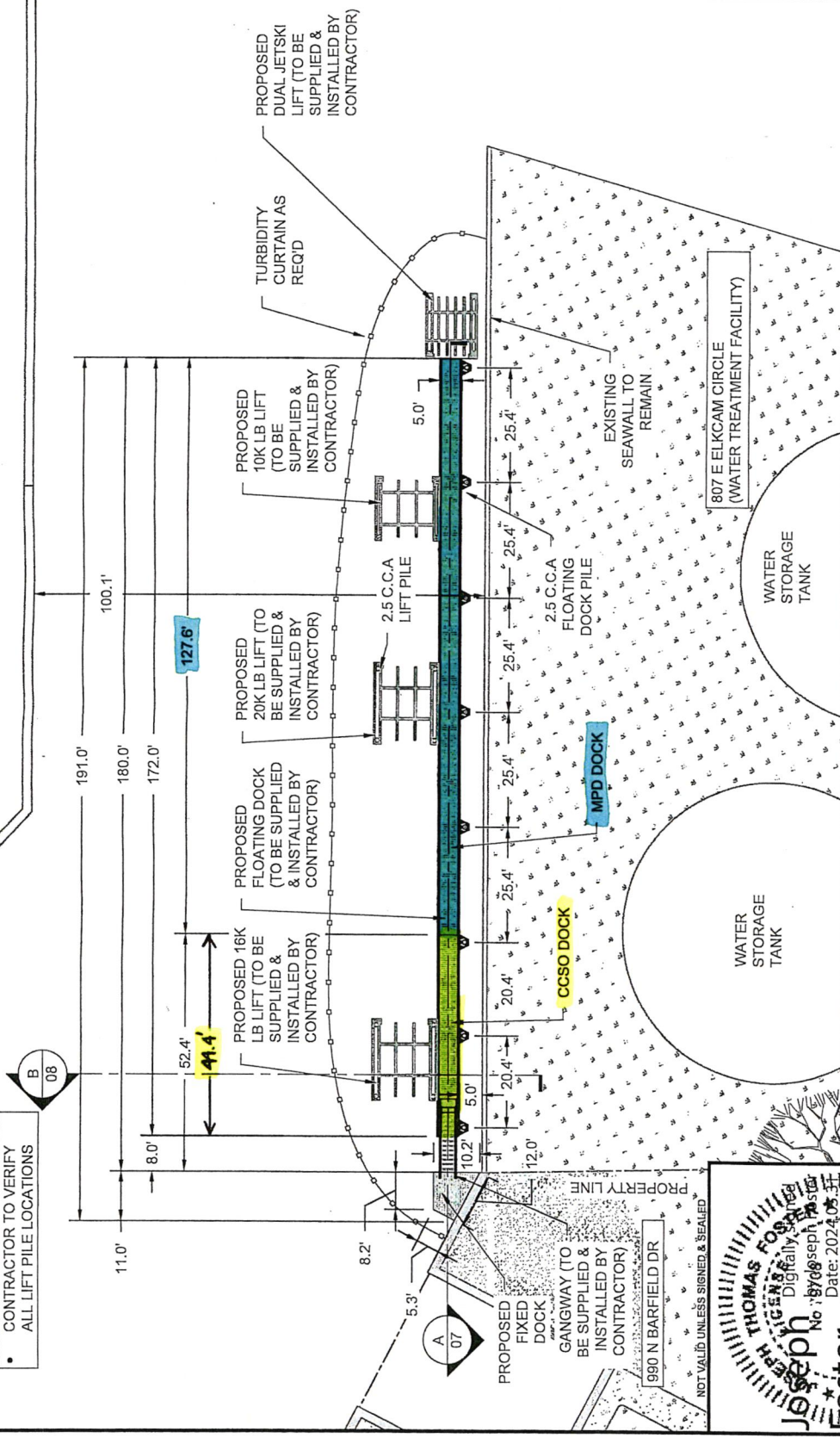


FLOATING DOCK PLAN
SCALE: 1" = 30'-0"



- TOTAL DOCK (FIXED/FLOATING) AREA: 979 SQ. FT
- WATERWAY WIDTH: 100.1'
- MAX PROPOSED PROJECTION: 24.5'

- CONTRACTOR TO VERIFY ALL LIFT PILE LOCATIONS



DATE:	01/15/24	FILE:	22450
DRAWN BY:	DH	SHEET:	06 OF 10
CHECKED BY:	JTF	SCALE:	AS NOTED
REV:		06	

990 N. BARFIELD DR
MARCO ISLAND, FLORIDA

FOSTER CONSULTING
FL PROFESSIONAL ENGINEER NO. 79708
DE LIC. # 18618 - NJ LIC. # 24GE05181200 - TX LIC. # 133648
FL CERTIFICATE OF AUTHORIZATION NO. 32050
WWW.JFOSTERCONSULTING.COM
P: (727) 821-1949
P.O. BOX 7370, ST. PETERSBURG, FL 33734



NOT VALID UNLESS SIGNED & SEALED

JOSEPH THOMAS FOSTER
Professional Engineer
Digitally signed by Joseph Thomas Foster
No. 87069, September 15, 2023, 10:05:37 AM
Date: 2024.05.17 09:56:25 -0400
STATE OF FLORIDA
PROFESSIONAL ENGINEER



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Raleigh Field Office
Post Office Box 33726
Raleigh, North Carolina 27636-3726

GUIDELINES FOR AVOIDING IMPACTS TO THE WEST INDIAN MANATEE

Precautionary Measures for Construction Activities in North Carolina Waters

The West Indian manatee (*Trichechus manatus*), also known as the Florida manatee, is a Federally-listed endangered aquatic mammal protected under the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*) and the Marine Mammal Protection Act of 1972, as amended (16 U.S.C 1461 *et seq.*). The manatee is also listed as endangered under the North Carolina Endangered Species Act of 1987 (Article 25 of Chapter 113 of the General Statutes). The U.S. Fish and Wildlife Service (Service) is the lead Federal agency responsible for the protection and recovery of the West Indian manatee under the provisions of the Endangered Species Act.

Adult manatees average 10 feet long and weigh about 2,200 pounds, although some individuals have been recorded at lengths greater than 13 feet and weighing as much as 3,500 pounds. Manatees are commonly found in fresh, brackish, or marine water habitats, including shallow coastal bays, lagoons, estuaries, and inland rivers of varying salinity extremes. Manatees spend much of their time underwater or partly submerged, making them difficult to detect even in shallow water. While the manatee's principal stronghold in the United States is Florida, the species is considered a seasonal inhabitant of North Carolina with most occurrences reported from June through October.

To protect manatees in North Carolina, the Service's Raleigh Field Office has prepared precautionary measures for general construction activities in waters used by the species. Implementation of these measures will allow in-water projects which do not require blasting to proceed without adverse impacts to manatees. In addition, inclusion of these guidelines as conservation measures in a Biological Assessment or Biological Evaluation, or as part of the determination of impacts on the manatee in an environmental document prepared pursuant to the National Environmental Policy Act, will expedite the Service's review of the document for the fulfillment of requirements under Section 7 of the Endangered Species Act. These measures include:

- 1 The project manager and/or contractor will inform all personnel associated with the project that manatees may be present in the project area, and the need to avoid any harm to these endangered mammals. The project manager will ensure that all construction personnel know the general appearance of the species and their habit of moving about completely or partially submerged in shallow water. All construction personnel will be informed that they are responsible for observing water-related activities for the presence of manatees.
2. The project manager and/or the contractor will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act and the Endangered Species Act.

3. If a manatee is seen within 100 yards of the active construction and/or dredging operation or vessel movement, all appropriate precautions will be implemented to ensure protection of the manatee. These precautions will include the immediate shutdown of moving equipment if a manatee comes within 50 feet of the operational area of the equipment. Activities will not resume until the manatee has departed the project area on its own volition (i.e., it may not be herded or harassed from the area).

4. Any collision with and/or injury to a manatee will be reported immediately. The report must be made to the U.S. Fish and Wildlife Service (ph. 919-856-4520), the National Marine Fisheries Service (ph. 252-728-8762), and the North Carolina Wildlife Resources Commission (ph. 252-448-1546).

5. A sign will be posted in all vessels associated with the project where it is clearly visible to the vessel operator. The sign should state:

CAUTION: The endangered manatee may occur in these waters during the warmer months, primarily from June through October. Idle speed is required if operating this vessel in shallow water during these months. All equipment must be shut down if a manatee comes within 50 feet of the vessel or operating equipment. A collision with and/or injury to the manatee must be reported immediately to the U.S. Fish and Wildlife Service (919-856-4520), the National Marine Fisheries Service (252-728-8762), and the North Carolina Wildlife Resources Commission (252-448-1546).

6. The contractor will maintain a log detailing sightings, collisions, and/or injuries to manatees during project activities. Upon completion of the action, the project manager will prepare a report which summarizes all information on manatees encountered and submit the report to the Service's Raleigh Field Office.

7. All vessels associated with the construction project will operate at "no wake/idle" speeds at all times while in water where the draft of the vessel provides less than a four foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

8. If siltation barriers must be placed in shallow water, these barriers will be: (a) made of material in which manatees cannot become entangled; (b) secured in a manner that they cannot break free and entangle manatees; and, (c) regularly monitored to ensure that manatees have not become entangled. Barriers will be placed in a manner to allow manatees entry to or exit from essential habitat.

Prepared by (rev. 02/2017):
U.S. Fish and Wildlife Service
Raleigh Field Office
Post Office Box 33726
Raleigh, North Carolina 27636-3726
919/856-4520



Figure 1. The whole body of the West Indian manatee may be visible in clear water; but in the dark and muddy waters of coastal North Carolina, one normally sees only a small part of the head when the manatee raises its nose to breathe.

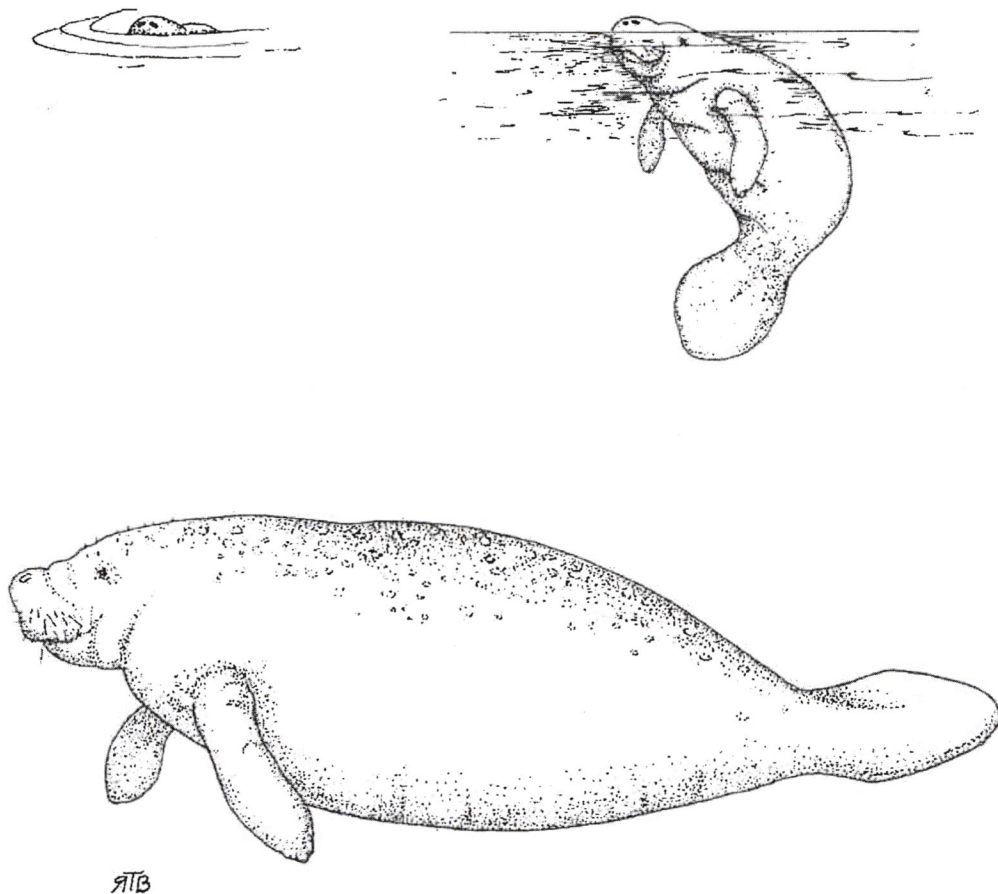


Illustration used with the permission of the North Carolina State Museum of Natural Sciences.

Source: Clark, M. K. 1987. Endangered, Threatened, and Rare Fauna of North Carolina: Part I. A re-evaluation of the mammals. Occasional Papers of the North Carolina Biological Survey 1987-3. North Carolina State Museum of Natural Sciences. Raleigh, NC. pp. 52.