

**INTERLOCAL AGREEMENT
FOR CITY-COUNTY PARKING**

THIS AGREEMENT, made and entered into this 18th day of August, 2003, by and between the CITY OF NAPLES, a municipal corporation, hereinafter called "City" and COLLIER COUNTY, a political subdivision of the State of Florida, hereinafter called "County", to provide for the maintenance and operation of the beach areas and related parking sites within the City of Naples and to provide for the County to pay a portion of the expenses to provide for beach maintenance and free parking for Collier County residents.

WITNESSETH:

WHEREAS, the City has built and maintained the beach area and related parking sites within the City; and

WHEREAS, the County desires to provide for continued free parking for all County residents at the beach area and related parking sites within the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. A certain number of parking spaces at each beach area and related parking site will be reserved for permit parking and will not be metered.
2. The City and the County have implemented a reciprocal beach parking program whereby all residents of Collier County may obtain, at no charge, a beach parking sticker valid for free parking at any County or City beach parking location. The City agrees to maintain a program to distribute beach parking stickers to all County residents at no charge. The County agrees to provide County beach parking stickers at no cost to the City.
3. The City will operate a beach patrol and maintenance program within the City to provide for beach and beach parking regulation enforcement; beach and beach parking cleanup and beach and beach parking maintenance.
4. All expenses and revenues for the beach and beach parking program will be accounted for as separate funds of the City in accordance with generally accepted accounting principles.

5. In return for free parking permits, regardless of the number issued to County residents, and for beach maintenance services by the City, as described in Paragraph three of this agreement, the County shall remit an annual payment to the City to fund its fair share of the City's beach and beach parking program. The remittance shall be a percentage of the City's net loss for the program based on the statement of revenues, expenditures and net income as shown in the current adopted budget . The percentage has been determined to be 82% using the Beach Use Fairshare Worksheet attached here as Exhibit A. The payment amount for Fiscal Year 2003, beginning October 1, 2002, and ending September 30, 2003, shall be in the amount of \$390,000.00, payable November 1, 2003.

6. For the term of this agreement the City agrees to provide at least 1,110 free parking spaces located at street beach ends or City Beach Parks that will be available for vehicles of County residents with valid beach parking stickers. These spaces may be metered, restricted for permit parking or handicapped parking spaces as determined by the City but will be made equally available at no cost to City and County residents. Any adjustments made to the types of parking spaces will not be a basis for any adjustment to the annual payment made by the County to the City under this agreement.

7. The City shall provide an annual budget and annual financial report to the County each year as soon as reasonable after publication.

8. The term of this agreement shall be for a period of one year commencing on October 1, 2002, and expiring on September 30, 2003.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2003.

Attest:
 DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS
 COLLIER COUNTY, FLORIDA

By: _____

Deputy Clerk

Tom Henning, Chairman

Approved as to form and
 Legal sufficiency:

County Attorney

CITY OF NAPLES

ATTEST:

Tara A. Norman, City Clerk

By: _____

Bonnie R. MacKenzie, Mayor

Approved as to form and
legality:

Robert D. Pritt, City Attorney