

**INTERLOCAL AGREEMENT
FOR CITY-COUNTY BEACH PARKING**

THIS AGREEMENT, is entered into 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. The City and the County hereby continue their established reciprocal beach parking program whereby all residents of Collier County may obtain a beach parking sticker valid for free parking at any County or City beach parking location.
2. 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. The level of service associated with City-operated beach patrol and maintenance will not increase by more than five percent (5%) in a fiscal year.
3. For the term of this Agreement the City agrees to provide at least 1048 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. All spaces regardless of designation will be made equally available at no cost to City and County residents.
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. 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. For the term of this agreement the percentage has been determined to be eighty-two percent (82%).

6. One-half of the projected payment amount due shall be paid to the City not later than March 31 of each fiscal year. The adjusted remaining amount due shall be paid not later than September 30 of each fiscal year.
7. The City shall provide annual budgets and annual financial reports to the County each year as soon as reasonable after publication.
8. This Agreement may be amended by mutual agreement of both parties in writing. Either party may terminate this Agreement by giving the other party written notice of termination, not later than April 1 of each calendar year. Failure to notify the other party in writing by that date results in the automatic continuance of the Agreement.
9. The term of this Agreement shall be for a period of five years commencing on October 1, 2003 and expiring on September 30, 2008.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2004.

Attest:
Dwight E. Brock, Clerk

Board of County Commissioners
Collier County, Florida

Deputy Clerk

By: _____
Donna Fiala, Chairman

Approved as to form and
legal sufficiency:

Robert Zachary
Assistant County Attorney

Attest:

City of Naples

City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form
and legality by:

City Attorney