

RESOLUTION NO. 24-216

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH THE LIBRARY BOARD OF THE TOWN OF FORT MYERS BEACH TO ALLOW USE OF THE PUBLIC LIBRARY WHILE REPAIRS ARE MADE AT THE BAY OAKS RECREATION CENTER FOR AFTER SCHOOL PROGRAMING; AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT AND DIRECT THE CLERK TO RECORD A COPY IN THE LEE COUNTY OFFICIAL RECORDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provide for interlocal agreements between local governments on matters of mutual interest; and

WHEREAS, the Town is obligated to provide after-school care and activities to the children attending the public school in the Town by virtue of an Interlocal Agreement with the Lee County School Board; and

WHEREAS, the Town has fulfilled its contractual obligation with the Lee County School Board, but is unable to continue to do so due to damage sustained at the Bay Oaks Recreation Center as a result of the two recent hurricanes Helene and Milton; and

WHEREAS, the Town has an immediate need for use of space and accommodations to continue to provide after-school programs for the children attending public school in Town while repairs are completed at the Bay Oaks Recreation Center; and

WHEREAS, the Library Board has offered to temporarily assist the Town by granting it the right to use its premises, specifically, providing designated space within the Town of Fort Myers Beach Public Library, located at 2755 Estero Blvd., Fort Myers Beach, FL 33931 ("Public Library"), for the purpose of providing after-school programs to the children attending school in the Town; and

WHEREAS, it is in the mutual interest of the Town and the Library Board to cooperate in utilizing the Public Library for after-school activities and programs for the children attending the

Town's public school while repairs are completed at the Bay Oaks Recreational Center or until the Town is able to secure an alternative location to provide these services; and

WHEREAS, this Interlocal Agreement is in the best interests of the public health, safety, and welfare of the Town's residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF FORT MYERS BEACH, FLORIDA AS FOLLOWS:

Section 1. The above recitals are true and correct, and incorporated herein by this reference and adopted as the legislative and administrative findings of the Town Council.

Section 2. The Town Council of the Town of Fort Myers Beach hereby authorizes the Mayor to execute the Interlocal Agreement. A copy of the Interlocal Agreement is attached to this Resolution as Exhibit A.

Section 3. This resolution will take effect immediately.

The foregoing Resolution was adopted by the Town Council upon a motion by Mayor Allers and seconded by Council Member King, and upon being put to a vote, the result was as follows:

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Council Member	Aye
Scott Safford, Council Member	Aye
Karen Woodson, Council Member	Aye

ADOPTED this 21st day of October 2024 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

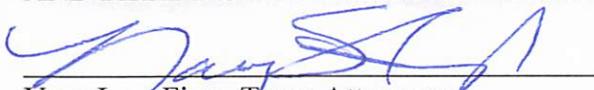


Dan Allers, Mayor

ATTEST:


Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:


Vose Law Firm, Town Attorneys

This Resolution was filed in the Office of the Town Clerk on the 21st day of October 2024.

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND THE LIBRARY BOARD OF THE TOWN OF FORT MYERS BEACH

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the TOWN OF FORT MYERS BEACH, a municipal corporation of the State of Florida (the "Town") and the LIBRARY BOARD OF THE TOWN OF FORT MYERS BEACH, an independent district governed by a seven-member Board of Directors (the "Library Board").

RECITALS:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provide for interlocal agreements between local governments on matters of mutual interest; and

WHEREAS, the Town is obligated to provide after-school care and activities to the children attending the public school in the Town by virtue of an Interlocal Agreement with the Lee County School Board; and

WHEREAS, the Town has fulfilled its contractual obligation with the Lee County School Board, but is unable to continue to do so due to damage sustained at the Bay Oaks Recreation Center as a result of the two recent hurricanes Helene and Milton; and

WHEREAS, the Town has an immediate need for use of space and accommodations to continue to provide after-school programs for the children attending public school in Town while repairs are completed at the Bay Oaks Recreation Center; and

WHEREAS, the Library Board has offered to temporarily assist the Town by granting it the right to use its premises, specifically, providing designated space within the Town of Fort Myers Beach Public Library, located at 2755 Estero Blvd., Fort Myers Beach, FL 33931 ("Public Library"), for the purpose of providing after-school programs to the children attending school in the Town; and

WHEREAS, it is in the mutual interest of the Town and the Library Board to cooperate in utilizing the Public Library for after-school activities and programs for the children attending the Town's public school while repairs are completed at the Bay Oaks Recreational Center or until the Town is able to secure an alternative location to provide these services; and

WHEREAS, this Agreement is in the best interests of the public health, safety, and welfare of the Town's residents.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Town and the Library Board agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals set forth above are

incorporated into this Agreement as if fully set forth herein.

2. **PURPOSE.** The purpose of this Agreement is to allow the Town to use the Public Library to conduct after-school programs for children attending public school in the Town.

3. **LICENSE.** The Library Board hereby grants the Town a license to use the Public Library space for after-school programs and activities from 2:00 pm to 6:00 pm, Monday through Friday.

4. **TERM.** This Agreement shall be effective as of the date signed by both parties. The initial term of the Agreement shall be 30 days, which shall be automatically renewed unless otherwise terminated by one of the Parties.

5. **LIBRARY BOARD OBLIGATIONS.** The Library Board shall provide access to the designated space within the Public Library more particularly identified as the third floor Community Room and common area, portions of the garage and the emergency stairs (that accesses the Community Room) and continue to maintain the Public Library as it currently does for its employees, including the availability of water and electricity. Due to hurricane impacts to the Public Library, access to the Public Library from the main staircase to the second floor portion of the facility shall remain closed while building repairs are underway.

6. **TOWN OBLIGATIONS.** The Town shall use the Public Library for the purpose stated herein and shall not cause any damage to the Public Library as a result of operation of its after-school programming and activities. The Town shall provide adequate supervision and operation of its after-school programming and activities held at the Public Library and abide by the applicable rules governing the usage of the Public Library facility. The Town shall be responsible for any damage to Public Library arising from the operation of the after-school programming and activities within the facility. Notwithstanding any other provision within this Agreement, during the term of this Agreement, and if requested, the Town shall be solely responsible for providing reasonable accommodations to the Town's employees, agents and after-school participants utilizing the Public Library for after-school programs and activities.

7. **HOLD HARMLESS.** The Town and the Library Board acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19) Florida Statutes, the Parties shall indemnify, defend, and hold harmless, and free from the liability, each other including its officers, agents, or employees while acting as such from all accidents, crimes, damages, costs and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the Town's use of the Public Library as provided herein, except to the extent caused by the sole negligence of either party. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of either party under Section 768.28, Florida Statutes.

8. **INSURANCE.** The Town agrees to add the Library Board as an additional insured to its liability policy, which is currently in effect.

9. PUBLIC RECORDS. The Parties acknowledge that all documents, including but not limited to, letters, memos, e-mails, plans, specifications, maps, evaluations, reports, and other records prepared or developed under this Agreement may be considered public records subject to disclosure to the public pursuant to Chapter 119, Florida Statutes. In the event either party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may provide the first party with seven days written notice of an intent to terminate this Agreement, during which period if the first party fails to allow access to such public records, the Agreement may be terminated by the other party.

10. TERMINATION. Either party to this Agreement may terminate this Agreement without cause upon giving at least 15 days written notice to the other party as provided herein.

11. AMENDMENT TO AGREEMENT. This Agreement may only be amended with the express consent of both Parties and executed with the same formality and dignities as this original Agreement.

12. JURISDICTION, VENUE, LITIGATION. This Agreement shall be construed and interpreted pursuant to Florida law. Venue for any disputes between the Parties arising under this Agreement shall be the Twentieth Judicial Circuit Court, in and for Lee County, Florida.

13. NOTICE PROVISIONS. All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective Parties as follows:

To the Town:

Attn: Town Manager
Town of Fort Myers Beach
2731 Oak Blvd.
Fort Myers Beach, FL 33931

To the Library Board:

Attn: Library Director Fort Myers Beach Public Library
2755 Estero Blvd. Fort
Myers Beach, FL 33931

14. SEVERABILITY. Should any portion of this Agreement be found invalid by a court of law, the remaining portions of this Agreement shall remain in effect insofar as they can reasonably be severed from the invalid portion.

15. ATTORNEY'S FEES AND COSTS. If either Party brings or commences legal action or proceeding to enforce the terms of this Agreement, the Parties shall each be responsible for payment of their costs and expenses.

16. FILING WITH THE CLERK OF THE COURT. This Agreement and all subsequent amendments hereto shall be filed in the official records of Lee County, Florida, within

ten (10) days of its execution by all Parties hereto.

17. EFFECTIVE DATE. This Agreement shall take effect on the date this Agreement is filed with the Clerk of the Circuit Court for Lee County, Florida, pursuant to Section 163.01, Florida Statutes, following execution by the Parties.

18. MISCELLANEOUS.

1. The Parties represent that they have full authority to enter into and execute this Agreement.

2. The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.

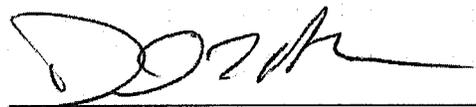
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year first written above.

ATTEST:

**TOWN OF FORT MYERS BEACH,
FLORIDA**



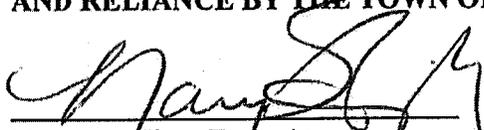
Amy Baker, Town Clerk



Dan Allers, Town Mayor

Date: 10/21/24

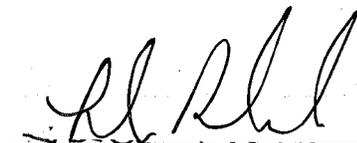
**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE BY THE TOWN OF FORT MYERS BEACH ONLY:**



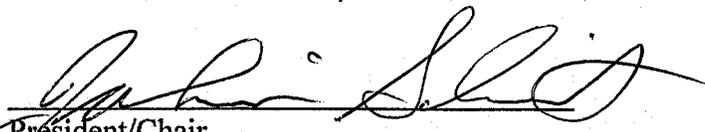
Vose Law Firm, Town Attorney

ATTEST:

**LIBRARY BOARD OF THE TOWN OF
FORT MYERS BEACH, FLORIDA**



Print Name: LIZABETH RUODES
Print Title: OPERATIONS MGR.



President/Chair
DATE: 10/22/24