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| Blue Sheet No. 20160470 | Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 9/20/2016 | Item No. <ITEM_OUTLINE> |
|----------------------------|---|-------------------------|

TITLE:
Approve interlocal agreement with the Village of Estero providing for municipal services.

ACTION REQUESTED:
Approve interlocal agreement with the Village of Estero providing for municipal services. The agreed to scope of services to be performed by the County at cost provided to the Village by the County for the period October 1, 2016 through September 30, 2017.

FUNDING:
Village of Estero, annual contract amount of up to \$2,902,870 (\$241,906 per month).

WHAT ACTION ACCOMPLISHES:
Provides the Village with services for the time period described in the agreement and may be extended upon mutual agreement.

MANAGEMENT RECOMMENDATION:
Approve

| | |
|---|--|
| Requirement/Purpose: (specify) | Request Initiated |
| <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other | Commissioner: Department: COUNTY MANAGER Division: By: Peter Winton |

Background:

Attached is an interlocal agreement for services to be provided by the Lee County Department of Transportation (DOT), Lee County Natural Resources and Lee County Animal Services for the Village of Estero.

Services provided include: canal maintenance, roadway maintenance, surface water management and animal control and shelter.

The Village has indicated it wishes to assume responsibility for a portion of these services at some time during this agreement, those services being roadway maintenance of its local roads (except roadway ditch cleaning), including maintenance of pavement condition, patching potholes, sweeping curbed roads, and roadside median mowing (which would include the shoulder and ditches); landscape maintenance and irrigation; and maintenance of bridges, handrails, and guardrails. When these services are assumed by the Village, the county only would provide and perform the remaining services at a cost of \$124,703 per month.

| Required Review: | | | | | |
|-------------------------|--------------|--------------|--------------|--------------|--------------|
| <Signature> | <Signature> | <Signature> | <Signature> | <Signature> | <Signature> |
| <Department> | <Department> | <Department> | <Department> | <Department> | <Department> |
| <Signature> | <Signature> | <Signature> | <Signature> | <Signature> | <Signature> |
| <Department> | <Department> | <Department> | <Department> | <Department> | <Department> |

Attachments: Village of Estero Municipal Services Interlocal Agreement

SERVICE LEVELS

Transportation

Canal Maintenance

Canal cleaning to maintain hydraulic flow, including cleaning/repairing drainage pipes, catch basins and weirs.

Maintenance of drainage canals for hydraulic function and chemical application for vegetation control every 12-14 months.

Roadways

Roadway maintenance: Maintain pavement condition, patching potholes, sweep curbed roads, bike baths, sidewalks, roadside ditch cleaning

- Pothole patching is request driven, sweep curbed roads quarterly, repair of sidewalks is request driven, pavement condition reviewed yearly through pavement maintenance software, roadside ditch cleaning is request driven

Landscape maintenance, including irrigation systems, roadside median mowing

- Landscaped medians are maintained 21 times per year, roadsides are mowed 8 times per year

Maintain bridges, handrails and guardrails

- Bridges are inspected once per year, one year by Lee County the next year by FDOT, repairs are handled as needed

Maintain roadway signage and striping

- Traffic signs replaced as needed or per MUTCD standard for retroreflectivity, long lines refurbished annually, intersection markings are need driven

Maintain traffic signals, flashers, ITS devices and streetlights; Traffic Operations Center

- Traffic signals, flashers and ITS devices are inspected and an extensive preventative maintenance performed once per year, Streetlight repair is done as needed

Administration

- Long range transportation planning, zoning & development review & road maintenance acceptance/vacation activities, right-of-way inventory
- Engineering and general traffic analysis & Right-of-way permitting (mostly driveways)
- Administration activities are handled as needed

Natural Resources

Surface Water Mgmt

Provide project management services for surface water projects (as needed per CIP funding and schedule – ex Three Oaks Parkway Weir)

Respond to requests for action regarding flooding and water quality complaints (as requested)

Review plans for development that effect surface water management (upon submittal)

Participate in and review regional water management studies (as needed)

Monitor and report hydrologic data (rainfall, river stage and groundwater levels) (continuous w/ annual report)

Manage mandated NPDES MS4 permit (periodic meetings and annual report)

Track TMDL compliance for impaired waters (in accordance w/ FDEP update schedule)

Major Maintenance

Surface Water Mgt Plan - Estero River, Halfway Creek, Spring Creek (updates as needed), Neighborhood Imp Plan (per funding availability and project ranking), Halfway Creek Filter Marsh Maintenance (as needed), Clean & Snag- Halfway Creek-US 41/Fountain Lakes area, Spring Creek, Estero River-select locations as needed for flood conveyance, upon prioritization and funding availability

Appeal 2015 Preliminary Flood Insurance Rate Maps FIRM

Animal Services

Shelter operations include Kenneling, Veterinary, and Adoption services

Animal Control is primarily calls for service with some patrolling during lower call volume times.

Animal Control will enter gated communities for calls for service.

Priority for emergency calls are as follows:

- a. Bite Cases
- b. Vicious Animal at Large and/or Threatening or Menacing
- c. Sick, Injured or Cruelty Cases
- d. Law Enforcement Assist Requests
- e. Rescue Efforts
- f. Animal in a trap

Normal priority calls are as follows:

- a. Stray Confined animals
- b. Servicing of cat and dog traps
- c. Investigations
- d. Abandonments
- e. Home checks

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
VILLAGE OF ESTERO FOR PROVIDING MUNICIPAL SERVICES**

THIS INTERLOCAL AGREEMENT made on this ___ day of _____, 2016, by and between the **VILLAGE OF ESTERO**, a municipal corporation of the State of Florida acting by and through its Village Council, the governing body thereof, "Village", and **LEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "County", collectively, "the Parties" hereto.

RECITALS

WHEREAS, on November 4, 2014, a Charter for the Village was approved by the citizens of the Village, on December 31, 2014 the Village was officially incorporated, and on March 17, 2015, the Village held its first Council meeting; and,

WHEREAS, prior to December 31, 2014, Transportation, Community Development, Natural Resources and Animal Services (collectively, "Municipal Services") were provided to the residents and businesses of the Village by the County, as the municipal government for the Unincorporated Municipal Service Area; and,

WHEREAS, both the Village and the County are duly empowered pursuant to Florida Statutes, in particular Section 163.01, F.S., to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and,

WHEREAS, in order to continue with an orderly transition of governmental powers, duties, and services from Lee County to the Village of Estero, the Village Council has determined it appropriate to delegate certain powers, duties and authority to Lee County; and,

WHEREAS, the Village desires to have certain municipal services provided for the public health, safety and welfare of the citizens of Estero and the Village Council has determined it appropriate to compensate the County for providing such services on behalf of the Village; and,

WHEREAS, the Parties hereto find that entering into this Interlocal Agreement serves a public purpose and is to the public's benefit.

NOW THEREFORE the Parties agree to the following terms and conditions hereinafter set forth, the Village and the County, intending to be legally bound, hereby agree as follows:

SECTION I. **PURPOSE**

It is the purpose of this Agreement to define which services the County will provide and the levels and cost of services to be provided to the Village by the County from October 1, 2016 through September 30, 2017 or as may be extended through another provision of this Agreement.

All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth above.

SECTION II. **SCOPE OF SERVICES**

The County hereby agrees to provide and perform all services required and necessary to complete the services and work at a cost as set forth herein in Exhibit "A", a copy of which is attached hereto, is hereby incorporated into this Agreement. The County will provide these services at the level at which they were provided on December 31, 2014 (incorporation date). These services are for operational activities only and do not include capital projects such as road widenings, road resurfacings, bike paths, sidewalks and landscaping.

The Village has indicated it wishes to assume responsibility for a portion of these services at some time during this agreement, those services being roadway maintenance of its local roads (except roadway ditch cleaning), including maintenance of pavement condition, patching potholes, sweeping curbed roads, and roadside median mowing (which would include the shoulder and ditches); landscape maintenance and irrigation; and maintenance of bridges, handrails, and guardrails. When these services are assumed by the Village, the county only would provide and perform the remaining services at a cost as set forth herein in Exhibit "B", a copy of which is attached hereto.

SECTION III. **PUBLIC WORKS SERVICES**

Through the County Public Works, other appropriate County departments or contractors, the County will provide the following services, at the current service levels:

A. Department of Transportation.

1. Canal Maintenance: Ditch/canal cleaning to maintain hydraulic flow, including cleaning/repairing drainage pipes, catch basins and weirs.

2. Transportation Trust: Roadway maintenance, maintain pavement condition, patching potholes, sweep curbed roads, bike paths, sidewalks, landscape maintenance, including irrigation systems, roadside median mowing, maintain bridges, handrails and guardrails, maintain roadway signage and striping. Maintain traffic signals, flashers, ITS devices and streetlights' traffic operations center administration. Long range transportation planning, zoning and development review and road maintenance acceptance/vacation activities, right-of-way inventory. Engineering and general traffic analysis and right-of-way permitting (mostly driveways).

B. Natural Resources.

1. Surface Water Management: Provide project management services for surface water projects. Respond to requests for action regarding flooding and water quality complaints. Review plans for development that effect surface water management. Participate in and review regional water management studies. Monitor and report hydrologic data (rainfall, river stage and groundwater levels). Manage mandated MPDES MS4 permit. Track TMDL compliance for impaired waters.
2. Major Maintenance: Estero River, Halfway Creek, Spring Creek, Surface Water Management Plan, Neighborhood Improvement Plan, Filter Marsh and BMP Maintenance, Clean and Snag Program.
3. Appeal 2015 Preliminary Flood Insurance Rate Maps FIRM.

C. Animal Services.

The cost for Animal Control and Services for Fiscal Year 16/17 is contained in Exhibit "A".

SECTION IV. COMPENSATION AND METHOD OF PAYMENT

A. Fee Schedule for Services.

The Village agrees to pay the County for and in consideration of the described in Exhibit "A", or Exhibit "B" at the time the Village assumes the services it has indicated it desires to take responsibility for at some time during this agreement. Said sum shall be paid in four installments as listed below.

December 31 – 25% of the amount

March 31 – 25% of the amount

June 30 - 25% of the amount

September 30 - 25% of the amount

The Village agrees and acknowledges that any services provided by the County exceeding those delineated in the Scope of Services (Exhibit "A" or "B") will result in additional costs to the Village which shall be negotiated by the Parties and incorporated into the payment structure of this Agreement by addendum or amendment. The County agrees and acknowledges that if 60 days notice is given by the Village to remove or add a service, the cost of the service will be reduced from or added to the next quarterly billing on a pro-rata basis.

SECTION V. **ASSUMPTION OF SERVICES BY THE VILLAGE/REQUIREMENT FOR RENEWAL OF AGREEMENT**

A. Transfer Notice.

In the event that the Village wishes to commence providing any of the Municipal Services being provided by the County pursuant to this Agreement, the Village shall provide written notice to the County of its intent to begin providing such Municipal Service or Municipal Services. The Notice shall specify the Municipal Service or Municipal Services the Village wants the County to discontinue providing and the date upon which the Village wants to begin providing those Municipal Services. The Notice shall be given not less than 120 days prior to effective date.

SECTION VI. **DURATION OF INTERLOCAL AGREEMENT**

This Interlocal Agreement shall become effective October 1, 2016 and will remain in effect until September 30, 2017, unless terminated at the convenience of either party by giving 60 days written notice prior to October 1, 2017 to the non-terminating party.

SECTION VII. **AMENDMENTS**

This Interlocal Agreement may only be amended as provided for herein, with the expressed consent of both Parties and executed with the same formality and dignities as this original Agreement.

SECTION VIII. **APPLICABLE LAW**

This Agreement shall be construed and interpreted according to the laws, rules and regulations of the City, the County and the State of Florida.

SECTION IX. **SCOPE OF THE AGREEMENT**

This Agreement, including any incorporated exhibits or amendments, constitutes the entire Agreement between the Parties and shall supersede and control over any or

all prior Agreements or understandings, either written or oral, relating to the matters herein.

SECTION X. NOTICES

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:

Lee County: Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902-0398
Attention: County Manager

Village of Estero: Village of Estero Council
21500 Three Oaks Parkway
Estero, Florida 33928
Attention: Village Manager

The address to which any notice or demand may be given to either party may be changed in writing.

SECTION XI. MISCELLANEOUS

- A. The Parties represent each to the other that they have full authority to enter into and execute this Agreement.
- B. This Agreement contains all agreements, promises and understandings between the County and the Village. Any exhibits are attached hereto and incorporated herein.
- C. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the County and the Village.
- D. 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.
- E. The invalidity of any provision hereof as may be found by a court of competent jurisdiction shall in no way affect or invalidate the remaining provisions of the Agreement.
- F. In no case shall either Party be liable to the other for either consequential or special damages of any kind whatsoever, including, but not limited to, lost revenues, or any other damages of any kind.

G. Any disputes between the Parties arising under this Agreement shall be governed by Florida law.

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

ATTEST:

VILLAGE OF ESTERO

By: _____
Clerk, Village of Estero

By: _____
Nick Batos, Mayor

APPROVED AS TO FORM:

By: _____
Village Attorney

ATTEST: LINDA DOGGETT
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Frank Mann, Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: _____
Office of the County Attorney

Exhibit A

| Lee County Proposal to Provide Services to Village of Estero FY16-17 | FY16-17 Services Cost |
|---|--------------------------------------|
| <p>Natural Resources</p> <p>Surface Water Mgmt Provide project management services for surface water projects Respond to requests for action regarding flooding and water quality complaints Review plans for development that effect surface water management Participate in and review regional water management studies Monitor and report hydrologic data (rainfall, river stage and groundwater levels) Manage mandated NPDES MS4 permit Track TMDL compliance for impaired waters</p> <p>Major Maintenance (Estero River, Halfway Creek, Surface Water Mgt Plan, Neighborhood Imp Plan, Filter Marsh & BMP Maintenance, Clean & Snag Program)</p> | |
| Total Natural Resources | \$ 245,848 |
| <p>Transportation</p> <p>Canal Maintenance Ditch/Canal cleaning to maintain hydraulic flow, including cleaning/repairing drainage pipes, catch basins and weirs</p> <p>Transportation Trust Roadway maintenance: Maintain pavement condition, patching potholes, sweep curbed roads, bike paths, sidewalks Landscape maintenance, including irrigation systems, roadside median mowing Maintain bridges, handrails and guardrails Maintain roadway signage and striping Maintain traffic signals, flashers, ITS devices and streetlights; Traffic Operations Center Administration Long range transportation planning, zoning & development review & road maintenance acceptance/vacation activities, right-of-way inventory (moved to Community Development) Engineering and general traffic analysis & Right-of-way permitting (mostly driveways)</p> | |
| Total Transportation | \$ 2,608,594 |
| <p>Animal Services</p> <p>Animal Control and Shelter</p> | |
| Total Animal Services | \$ 48,429 |
| Total Estero Proposal for FY16-17 | \$ 2,902,870 |

Exhibit B

| Lee County Proposal to Provide Services to Village of Estero FY16-17 | FY16-17 Services Cost |
|---|-----------------------------|
| <p>Natural Resources</p> <p>Surface Water Mgmt</p> <ul style="list-style-type: none"> Provide project management services for surface water projects Respond to requests for action regarding flooding and water quality complaints Review plans for development that effect surface water management Participate in and review regional water management studies Monitor and report hydrologic data (rainfall, river stage and groundwater levels) Manage mandated NPDES MS4 permit Track TMDL compliance for impaired waters <p>Major Maintenance</p> <p>(Estero River, Halfway Creek, Surface Water Mgt Plan, Neighborhood Imp Plan, Filter Marsh & BMP Maintenance, Clean & Snag Program)</p> | |
| Total Natural Resources | \$ 245,848 |
| <p>Transportation</p> <p>Canal Maintenance</p> <ul style="list-style-type: none"> Ditch/Canal cleaning to maintain hydraulic flow, including cleaning/repairing drainage pipes, catch basins and weirs (1.42 miles) <p>Transportation Trust</p> <ul style="list-style-type: none"> Roadway maintenance: <ul style="list-style-type: none"> Maintain roadside ditches (11.35 miles) Maintain roadway signage and striping Maintain traffic signals, flashers, ITS devices and streetlights; Traffic Operations Center Administration Long range transportation planning, zoning & development review & road maintenance acceptance/vacation activities, right-of-way inventory (moved to Community Development) Engineering and general traffic analysis & Right-of-way permitting (mostly driveways) | |
| Total Transportation | \$ 1,202,161 |
| <p>Animal Services</p> <ul style="list-style-type: none"> Animal Control and Shelter | |
| Total Animal Services | \$ 48,429 |
| Total Estero Proposal for FY16-17 | \$ 1,496,438 |