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**VILLAGE OF ESTERO, FLORIDA**

**RESOLUTION NO. 2015 - 50**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR SERVICES BETWEEN THE VILLAGE OF ESTERO AND LEE COUNTY; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE,** be it resolved by the Village Council of the Village of Estero, Florida:

**Section 1.** The Interlocal Agreement for Services between the Village of Estero and Lee County, attached and incorporated herein as Exhibit A, is hereby approved; and

**Section 2.** The Village Council authorizes the Village Mayor to execute the Interlocal Agreement for Services between the Village of Estero and Lee County.

**Section 3.** This Resolution shall take effect immediately upon adoption.

**ADOPTED BY THE VILLAGE COUNCIL** of the Village of Estero, Florida this 10<sup>th</sup> day of August, 2015.

Attest:

**VILLAGE OF ESTERO, FLORIDA**

By: Kathy Hall  
Kathy Hall, MMC, Village Clerk

By: Nicholas Batos  
Nicholas Batos, Mayor

Reviewed for legal sufficiency:

By: Burt Saunders  
Burt Saunders, Village Attorney

EXHIBIT A

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

THIS INTERLOCAL AGREEMENT made on this \_\_\_ day of \_\_\_\_\_, 2015, 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, 2015 through September 30, 2016\_ 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 as set forth herein in Exhibit "A" and entitled "SCOPE OF SERVICES", 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.

**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. Community Development.**

Permitting, plan review (and floodplain review), and building inspections, only through December 31, 2015. The Village has indicated it intends to provide its own Code Enforcement, Development Review, Environmental Review, Zoning, Planning, and Administration as of October 1, 2015. These services can be provided to the Village past this date at the monthly cost of \$59,440. Any permits for which fees have been received by the County will be handled by the County until complete.

**D. Animal Services.**

The cost for Animal Control and Services for Fiscal Year 15/16 is contained in Exhibit "A", thereafter, the cost will be based on utilization history.

**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". Said sum shall be paid in ~~two~~<sup>four</sup> 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") 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 60 days prior to effective date of discontinuance.

**SECTION VI. DURATION OF INTERLOCAL AGREEMENT**

This Interlocal Agreement shall become effective October 1, 2015 and will remain in effect until September 30, 2016, unless terminated at the convenience of either party by giving 60 days written notice prior to October 1, 2016 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: \_\_\_\_\_  
Brian Hamman, Chairman

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

By: \_\_\_\_\_  
Office of the County Attorney