

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20041137**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve an Interlocal Agreement with the Town of Fort Myers Beach for permitting, development review and code enforcement services in the amount of \$183,352. (No budget resolution needed. Already budgeted in FY05.) The agreement is for October 1, 2004 - September 30, 2005, with an automatic two year renewal clause.

**WHY ACTION IS NECESSARY:** To provide continuing, consistent services to the Town of Fort Myers Beach.

**WHAT ACTION ACCOMPLISHES:** Provides the Town of Fort Myers Beach with certain land use related services until October 2005 with a two year renewal clause.

**2. DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT # CW

*C4A*

**3. MEETING DATE:**

*10-12-2004*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Community Development
- C. DIVISION Administration
- BY: Mary Gibbs, Director *M. Gibbs*

**7. BACKGROUND:**

As of January 1, 1996, the Town of Fort Myers Beach was created and incorporated pursuant to Chapter 95-494, Laws of Florida.

An Interlocal Agreement was approved by the Board of County Commissioners March 27, 1996, providing land use related services to the Town for the period of March 31, 1996 thru October 1, 1996 and renewed annually through October 1, 2004. This agreement will expire unless renewed. Under this Agreement, the County will provide the following services:

Scope of Services

Cost

- |   |   |
|---|---|
| 1. Permit Application Review for:<br>a. Building Permits<br>b. Plan Review                  | No Cost to Town - Fees to be collected by County from Applicants and will be retained by County as compensation for services hereunder                          |
| 2. Review for : rezonings, variances, special exceptions, special permits, etc.             | Permit fees to be collected by County from Applicants and will be retained by County as compensation for services hereunder, along with fees in item 4 f. below |
| 3. Code Compliance/Enforcement<br>(including 300 hours sea turtle compliance & inspections) | \$ 110,517  |

(Continued on next page)

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
<i>Mary Gibbs</i>	N/A	N/A	N/A	<i>Andria Payer</i>	<i>OM 10/11/04</i>	<i>Risk 10/11/04</i>	<i>REC 10/11/04</i>	<i>10-11-04</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *10/11/04*  
Time: *9:18*  
Forwarded To: *10-11-04*

RECEIVED BY COUNTY ADMIN:  
*10/11/04*  
*9:30 am*  
COUNTY ADMIN FORWARDED TO:  
*10/11/04*  
*9:45 am*

4. Other Activities

a. Provision of general Zoning and Development information to public (not covered by fees)	\$ 5,072
b. Coordination meeting with County and Town Staff (at Fort Myers Beach office) (6 per year)	\$ 15,729
c. Attendance at land use hearings (Local Planning Agency and Town Council) for zoning cases	\$ 8,150
d. Attendance at "informal" pre-application meetings at County (10 per year)	\$ 1,736
e. Historic Preservation Assistance (50 hours)	\$ 3,405
f. Zoning Case & Development Order Review not covered by fees	\$ 34,195
g. Other Miscellaneous Assistance	\$ <u>4,548</u>
	TOTAL \$ 183,352

Revenues are budgeted, and will be deposited, into account LC5150015500.369900.9032 (Community Development/Development Services/DCD Revenues/Unincorporated MSTU/DCD-Town of FMB Reimbursement)

ATTACHMENT: Draft Interlocal Agreement

**2004-2005 COMMUNITY DEVELOPMENT  
INTERLOCAL AGREEMENT BETWEEN LEE COUNTY  
AND TOWN OF FORT MYERS BEACH**

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the TOWN OF FORT MYERS BEACH, a municipal corporation of the State of Florida, acting by and through its Town Council, the governing body thereof, "Town", 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.

**WITNESSETH:**

WHEREAS, the Town Council is the governing body in and for the Town of Fort Myers Beach; and the Board of County Commissioners is the governing body in and for Lee County; and,

WHEREAS, both the County and town are duly empowered pursuant to Florida Statutes, in particular Section 163.01, F.S., to enter into Interlocal Agreements for the delegation of certain, shared municipal powers; and,

WHEREAS, pursuant to Chapter 95-494, Laws of Florida, the Town of Fort Myers Beach, Florida has assumed all governmental, corporate and proprietary powers provided by law to Florida municipalities as of December 31, 1995; and,

WHEREAS, in order to continue with an orderly transition of governmental powers, duties, and services from Lee County to the Town of Fort Myers Beach for the protection of the public health, safety and welfare of the citizens of Fort Myers Beach, the Fort Myers Beach Town Council has determined it appropriate to delegate certain powers, duties and authority to Lee County on an interim basis as provided for by the charter of the Town of Fort Myers Beach;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the Town and the County, intending to be legally bound, hereby agree as follows:

**SECTION I            PURPOSE**

It is the purpose and intent of this Agreement to define the terms and conditions for the Town's delegation of certain development review, permitting and enforcement authority to the County, and the terms and conditions under which the County shall provide such services. This Agreement is intended to provide to the Town, through a delegation of certain municipal authority and powers to the County, certain services relating to the implementation of the Fort Myers Beach Land Development Code, to the extent said Code is effective within the Town pursuant to State law, and enforcement of regulations.

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            AUTHORITY FOR AGREEMENT**

The Town represents to the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the Town, has been executed and delivered by an authorized officer of the Town, and constitutes a legal, valid and binding obligation of the Town. The County represents to the Town that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the County, has been executed and delivered by an authorized officer of the County, and constitutes a legal, valid and binding obligation of the County.

### SECTION III SCOPE OF SERVICES

WHEREAS, the Town desires to obtain certain services from the County, from October 1, 2004 through September 30, 2005 and

WHEREAS, the County agrees to provide said services as described below.

NOW THEREFORE, the parties agree that a contract shall exist between them consisting of the following:

<u>Scope of Services</u>	<u>Cost</u>
1. Permit Application Review for: a. Building Permits b. Plan Review c. Environmental Permits and Review d. Building Inspections e. Development Order, Petitions to Vacate f. Contractor Licensing	No cost to Town - Permit fees to be collected by County from applicants and will be retained by County as compensation for services hereunder
2. Review for: rezonings, variances, special exceptions, special permits, etc.	Permit fees to be collected by County from applicants and will be retained by County as compensation for services hereunder, along with fees in item 4 f. below
3. Code Compliance/Enforcement (includes 300 hours sea turtle compliance & inspections)	\$ 110,517
4. Other Activities	
a. Provision of general Zoning and Development information to public (not covered by fees)	\$ 5,072
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g. Other Miscellaneous Assistance	<u>\$ 4,548</u>
Total	\$ 183,352

5. County will retain all original files and records.
6. County will provide Town with records of any administrative actions, as well as staff reports for public hearing cases. County to attend public hearings for zoning cases, excluding petitions to vacate.
7. Town will provide County with copies of all ordinance changes or resolutions adopted by Town pertaining to matters covered herein.
8. Payment of permit application fees by applicants will cover costs for Item #1 listed above.
9. Costs noted in item 3 are for the levels of service of one full time equivalent position for Code Enforcement. Any future enhanced level of service will result in modification to this agreement, to be mutually agreed upon by Town and County.
10. Cost for Town to receive services from County, in addition to the fees and charges collected by County noted above, (and excluding road impact fees), totals \$183,352. Payment in full for all services is due to County in quarterly payments as listed below. Such payment shall be made by Town warrant by the due date. Nonpayment by the due date shall be grounds for the County's immediate suspension of services.

November 15	\$ 45,838.00
January 1	\$ 45,838.00
April 1	\$ 45,838.00
July 1	\$ 45,838.00

**SECTION IV                    RESERVATION OF CERTAIN POWERS & DUTIES TO THE TOWN**

Notwithstanding the provisions of Section III above, the Town hereby specifically reserves unto itself all of the final, determinative powers exercised by the Lee County Board of County Commissioners and Lee County Hearing Examiner, with respect to final decisions concerning the implementation of the Comprehensive Plan and the Land Development Regulations as they may be amended or revised by the Town of Fort Myers Beach from time to time.

**SECTION V                    DURATION OF INTERLOCAL AGREEMENT**

This Interlocal Agreement shall begin on October 1, 2004 and end on September 30, 2005. This Agreement may be automatically renewed for an additional two (2) years at the amount designated below, unless either party objects to the automatic renewal within one hundred twenty (120) days prior to the annual renewal date.

The Town agrees to pay the County the sum of \$183,352 in quarterly payments for the services described in Section III between October 1, 2004 and September 30, 2005. The Town agrees to pay the County \$196,187 for fiscal year 2005/2006, and \$209,920 for fiscal year 2006/2007. Any services provided by the County exceeding those delineated in the scope of services in Section III will result in additional costs to the Town which shall be negotiated by the parties and incorporated into the payment structure of this agreement by addendum or amendment.

**SECTION VI            TERMINATION OF INTERLOCAL AGREEMENT**

This Interlocal Agreement may be terminated by either party at any time, with or without cause, upon one hundred twenty (120) days written notice to the non-terminating party.

**SECTION VII            LIABILITY**

The parties agree that by execution of this Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes.

**SECTION VIII            PRIOR AGREEMENTS**

This Agreement shall supersede any other Agreements between the Town and the County relating to the delegation of certain municipal powers to the extent that the terms and provisions of any such other Agreement conflict with the terms and provisions of this Agreement.

**SECTION IX            ASSIGNMENT**

No assignment, delegation, transfer, or novation of this Agreement or part hereof, shall be made, unless approved by the Town and the County.

**SECTION X           NOTICES**

Any notices or other documents permitted or required to be delivered pursuant to this Agreement, shall be delivered to the County, at the Office of the County Manager and to the Town, at the Office of the Mayor or Town Manager.

**SECTION XI           AMENDMENT**

This Agreement may only be amended by writing duly executed by the Town and the County.

IN WITNESS WHEREOF, the Town and the County have executed this Agreement on the day, month, and year first written above.

ATTEST:

CHARLIE GREEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

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

ATTEST:

By: \_\_\_\_\_  
Town Clerk

TOWN OF FORT MYERS BEACH

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Town Attorney