

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

Blue Sheet No. 20051131

1. ACTION REQUESTED/PURPOSE:

Approve an Interlocal Agreement with the City of Bonita Springs for zoning, development review, permitting and enforcement services in the amount of \$692,051. The agreement is for October 1, 2005-September 30, 2006. Authorize the establishment of one (1) Permit Representative position for the Department of Community Development to provide customer service at City of Bonita Springs permit counter. *JRN*

2. WHAT ACTION ACCOMPLISHES: Provides the City of Bonita Springs with certain land use related services until October, 2006.

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: *4*

CYA

5. Meeting Date:

09-20-2005

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Community Development
 Division 116/2133
 By: Mary Gibbs, Director

9. Background:

Attached is an Interlocal Agreement for services to be provided by Lee County Community Development for the City of Bonita Springs. This Agreement is similar to initial one approved; it is for one year and does not have an automatic renewal provision. The main change in this new interlocal is the transition of the Code Enforcement function to the City, effective January 1, 2006. Personnel costs incurred due to establishment of position will be reimbursed by the City of Bonita Springs per agreement. *JRN*

FUNDS ARE AVAILABLE IN LC5240815501. *JRN*

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>				<i>[Signature]</i>	<i>[Signature]</i> 9/8/05	<i>[Signature]</i>	<i>[Signature]</i> 9/8/05	<i>[Signature]</i> 9/8/05	

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN:
[Signature]
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*

Rec. by COUNTY
 Date: *9-1-05*
 Time:
 For:

**2005-2006
INTERLOCAL AGREEMENT BETWEEN LEE COUNTY
AND CITY OF BONITA SPRINGS REGARDING
ZONING, DEVELOPMENT REVIEW, PERMITTING, INSPECTIONS AND
ENFORCEMENT SERVICES**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2005, by and between the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida, acting by and through its City Council, the governing body thereof, "CITY", 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, the City Council is the governing body in and for the City of Bonita Springs; and the Board of County Commissioners is the governing body in and for Lee County; and,

WHEREAS, both the County and the City are duly empowered pursuant to Florida Statutes, in particular Florida Statutes § 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 City of Bonita Springs, the City Council has determined it appropriate to utilize services of Lee County; and

WHEREAS, the City desires to have Community Development Services provided for the public health, safety and welfare of the citizens of Bonita Springs and the City Council has determined it appropriate to compensate the County for providing such services on behalf of the City; 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 City 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 under which the County will provide to the City, certain Community Development Services (zoning, development review, environmental, permitting, inspections and enforcement) relating to implementation of the Land Development Code and other Ordinances.

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 City 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 City, has been executed and delivered by an authorized officer of the City, and constitutes a legal, valid and binding obligation of the City. The County represents to the City 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**

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.

SECTION IV **TIME OF PERFORMANCE**

This Agreement shall begin on October 1, 2005 and end on September 30, 2006. Code Enforcement services will be transitioned to the City effective January 1, 2006 as noted in Exhibit A.

SECTION V **COMPENSATION AND METHOD OF PAYMENT**

The City agrees to pay the County the sum of \$ 692,051 for and in consideration of the services described in Exhibit "A", as provided by the County between October 1, 2005 and September 30, 2006. Said sum shall be paid in four quarterly installments as listed below. In addition, County will retain all permit and application fees as compensation for services provided, excluding impact fees and code enforcement fines.

October 1	-	\$ 263,456
January 1	-	\$ 142,865
April 1	-	\$ 142,865
July 1	-	\$ 142,865

The City 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 City 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 any services provided by the County that are removed or decreased from those delineated in the Scope of Services (Exhibit "A") will result in reduced prorated costs to the City which shall be negotiated by the Parties and incorporated into the payment structure of this Agreement by addendum or amendment.

SECTION VI **RESERVATION OF CERTAIN POWERS & DUTIES TO THE CITY**

Notwithstanding the provisions of Section III above, the City hereby specifically

reserves the right to make decisions concerning the implementation of the Comprehensive Plan and the Land Development Regulations, as they may be amended or revised by the City from time to time.

SECTION VII ASSIGNMENT

No assignment, delegation, transfer, or novation of this Interlocal Agreement or any part thereof shall be made, unless approved by the City and the County by addendum or amendment to this Interlocal Agreement.

SECTION VIII NOTICES

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

SECTION IX AMENDMENT

This Interlocal Agreement may only be amended in writing and duly executed by the City and the County with the same formalities as this Agreement.

SECTION X CONSTRUCTION

This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION XI DEFAULT

If the City or the County shall fail to perform or observe any of the material terms or conditions of this Interlocal Agreement applicable to it for a period of sixty (60) days after receipt of written notice of such default from the other Party, the Party giving the notice of default may be entitled to terminate this Interlocal Agreement. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another

Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the terms specifically contained therein.

SECTION XII 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 by Florida Statutes.

SECTION XIII FILING

This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City.

SECTION XIV DURATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement shall become effective upon execution by both parties and will remain in effect until September 30, 2006, unless terminated at the convenience of either party by giving ninety (90) days written notice to the non-terminating party.

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

ATTEST:

CITY OF BONITA SPRINGS

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

EXHIBIT "A"
SCOPE OF SERVICES

1. Permitting:
 - 1 person to staff City permit counter
 - Building Permits
 - Building Inspections
 - Plan Review

2. Zoning Review
 - Rezoning & Developments of Regional Impact
 - Special Exceptions/Permits
 - Variances
 - Preparation of staff reports, agendas, advertisements, etc. in conjunction with zoning cases for Zoning Board of Adjustments and Appeals (excluding clerical assistance, preparation of minutes and resolution)
 - Presentation of zoning staff reports at City Council zoning hearings (including packet preparation, staff presentation, advertisement and notices, but excluding clerical assistance, minutes and resolution)
 - Minimum Use Determinations
 - Zoning Verification Letters
 - Administrative Reviews
 - Travel and mileage to Zoning Board and City Council meetings

3. Site Plan Review (Development Orders)
 - Development Orders
 - Limited Review DO's
 - Plats
 - Informal/Pre-Application meetings
 - Petitions to Vacate (Vacations)
 - Administrative Deviations

4. Code Enforcement
 - Lot Mowing Violations
 - Contractor Licensing
 - Contractor Licensing/Enforcement
 - Sign Permitting
 - Sign Enforcement
 - Blasting Permits
 - Blasting Enforcement
 - Miscellaneous Zoning violations (nuisance, permitted uses, etc.)
 - Unsafe Buildings/Minimum Housing

Building without permits

* Note: Code Enforcement current level of service to continue through December 31, 2005. After that date, City will take over Code Enforcement functions. County to provide service for the following only at a quarterly cost of \$ 7,788. Quarterly payments are listed in this Interlocal Agreement Section V.

- Sign Permits
- Sign Inspections
- Blasting Permits & Enforcement
- Contracting Licensing (excluding enforcement)

5. Environmental

- Docks
- Seawalls
- Environmental Enforcement
- Environmental Zoning Review
- Environmental Dev. Order Review
- Environmental Site Inspections
- Environmental Certificates of Compliance
- Eagle Technical Advisory Committee

6. Administrative Support for above

7. Other Activities/Miscellaneous

- Provision of General zoning and development information to public
- Appeals of Administrative Decisions
- Informal pre-application zoning meetings
- Coordination meeting with County and City staff (at City office), including preparation of agenda and status reports - 8 per year
- Data Resources and Affordable Housing
- Historic Preservation Assistance

8. Building Facility

9. County will retain all original files and records.

10. County will provide City 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 and plats, unless circumstances warrant specific employees to create a record objecting to certain petitions to vacate and plats.

11. City will provide County with copies of all ordinance changes, proposed ordinance changes, proposed comprehensive plan amendments or resolutions adopted by City pertaining to matters covered herein. County will provide City with copies of County ordinance changes to enable City to revise its Land Development Code if desired.

CITY OF BONITA SPRINGS
EXHIBIT "A" - SCOPE OF SERVICES

12. Costs for permit counter service exclude vacation or sick coverage.
13. Costs noted in Item 4 (Code Enforcement) are for the existing level of service through December 31, 2005. After that time, City will take over all functions except sign permitting/inspections and blasting permitting/enforcement.
14. Items not covered in this Interlocal Agreement include Comprehensive Planning, attendance at Local Planning Agency meetings, attendance at Construction Board of Adjustments and Appeals, processing of Comprehensive Plan amendments, amendments to the Land Development Code, preparation of City Land Development Code, preparation of or amendments to administrative codes, special studies (such as corridor/sector plans, etc.), mediation cases under Florida Statutes and appeals under the Bert Harris Act. County can provide service for these items at additional costs to be mutually agreed upon by City Manager and County. Costs exclude new forms, applications, checklists, computer modifications, training, etc.
15. Costs are based on current regulations and level of service. Implementation of new regulations or additional services may result in additional charges.
16. City to provide legal representation in lieu of County Attorneys. Litigation to be handled by City. Appeals of administrative decisions include County preparation of staff report and appearance at hearing.
17. Impact Fee collections will be through a separate Interlocal Agreement.



*City of
Bonita Springs*

9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135
TEL: (239) 949-6262
FAX: (239) 949-6239
www.cityofbonitasprings.org

Jay Arend
Mayor

Wayne P. Edsall
Councilman
District One

Alex Grantt
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John Joyce
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

Gary A. Price
City Manager
Tel. (239) 949-6238

Audrey E. Vance
City Attorney
Tel. (239) 949-6254

City Clerk/Treasurer
Tel: (239) 949-6250

Public Works
Tel: (239) 949-6246

Code Enforcement
Tel: (239) 949-6257

Parks & Recreation
Tel: (239) 992-2556

August 24, 2005

2005 AUG 26 AM 9: 58

RECEIVED BY
LEE CO. ATTORNEY

Mary Gibbs, AICP, Director
Lee County Community Development
P.O. Box 398
Fort Myers, FL 33902

RE: Interlocal Agreement with City of Bonita Springs for
Community Development Services

Dear Mary:

Enclosed is the Green Sheet for the Interlocal Agreement for Zoning, Development Review, Permitting, Inspections and Enforcement Services by Lee County Community Development. I scheduled this matter for City Council at their September 7, 2005 meeting beginning at 5:00 P.M. Please note that staff recommendation of approval of the Interlocal Agreement is subject to the following language being added and/or revised in the agreement:

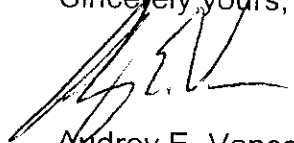
1. The City of Bonita Springs is utilizing County services, i.e., it should not be a delegation of authority.
2. Section 1 includes planning. I presume that should be deleted.
3. Section V is the compensation portion, which it is my understanding that it will soon be revised. I have added that there may be a provision for prorated costs if there is a decrease in services. Finally, the compensation section should include that Community Development is retaining building permit and application fees, but not monies collect from impact fees or code enforcement fines.
4. Assignment in Section VII should be by addendum or amendment to this Agreement.
5. The Agreement is the same as the first year of the City, but not the one approved August 1, 2001, which permitted for automatic renewals at an agreed to compensation amount.

Mary Gibbs, AICP, Director
Lee County Community Development
August 24, 2005
Page 2

RE: Interlocal Agreement with City of Bonita Springs for Community
Development Services

I look forward to receiving the revised calculations and
advisement that these changes are acceptable to the County.

Sincerely yours,



Audrey E. Vance
City Attorney

AEV/

Enclosure

cc: Gary A. Price, City Manager
Dianne Lynn, City Clerk
Lisa Roberson, Deputy Treasurer
Ken Hoffman, Special Projects Coordinator
David M. Owen, Lee County Attorney
Andrea R. Fraser, Chief Assistant County Attorney - GS
Above with enclosure

AGENDA ITEM SUMMARY

REQUESTED MOTION:

Approve the Interlocal Agreement between Lee County and the City of Bonita Springs for Zoning, Development Review, Permitting, Inspections and Enforcement Services.

MEETING DATE: September 7, 2005

AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
<input type="checkbox"/>	PRESENTATIONS	<input type="checkbox"/>	Audrey E. Vance City Attorney
<input type="checkbox"/>	CONSENT	<input type="checkbox"/>	
<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>	
<input type="checkbox"/>	APPEALS	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER'S REPORTS	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	CITY ATTORNEY	<input type="checkbox"/>	
<input type="checkbox"/>	CITY MANAGER	<input type="checkbox"/>	

BACKGROUND:

Attached is an Interlocal Agreement for services performed by Lee County Community Development, acting as the City staff. The Agreement is similar to the initial one approved, i.e., it is for one year and does not have the automatic renewal provision. At the time of preparing the greensheet, the calculations were still being evaluated and City Council will be given any revised document under separate cover if necessary.

Attachment: Interlocal Agreement

STAFF RECOMMENDATIONS:

Approve the Interlocal Agreement.

REVIEWED BY:

City Manager: _____

City Attorney: _____

City Clerk: _____

COUNCIL ACTION:

___ **APPROVED**

___ **DENIED**

___ **DEFERRED**

___ **OTHER**

INTERLOCAL AGREEMENT BETWEEN LEE COUNTY
AND CITY OF BONITA SPRINGS REGARDING
ZONING, DEVELOPMENT REVIEW, PERMITTING, INSPECTIONS AND
ENFORCEMENT SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2005, by and between the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida, acting by and through its City Council, the governing body thereof, "CITY", 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, the City Council is the governing body in and for the City of Bonita Springs; and the Board of County Commissioners is the governing body in and for Lee County; and,

WHEREAS, both the County and the City are duly empowered pursuant to Florida Statutes, in particular Florida Statutes §163.01, 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 City of Bonita Springs, the City Council has determined it appropriate to utilize services of Lee County ~~delegate certain powers, duties and authority to Lee County;~~ and

WHEREAS, the City desires to have Community Development Services provided for the public health, safety and welfare of the citizens of Bonita Springs and the City Council has determined it appropriate to compensate the County for providing such services on behalf of the City; and

WHEREAS, the parties hereto find that entering into this Interlocal Agreement

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SECTION III **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.

SECTION IV **TIME OF PERFORMANCE**

This Agreement shall begin on October 1, 2005 and end on September 30, 2006. Code Enforcement services will be transitioned to the City effective January 1, 2006 as noted in Exhibit A.

SECTION V **COMPENSATION AND METHOD OF PAYMENT**

The City agrees to pay the County the sum of \$ 676,617 for and in consideration of the services described in Exhibit "A", as provided by the County between October 1, 2005 and September 30, 2006. Said sum shall be paid in four quarterly installments as listed below.

October 1	-	\$ 258,362
January 1	-	\$ 139,418
April 1	-	\$ 139,418
July 1	-	\$ 139,418

The City 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 City 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 any services provided by the County that are removed or decreased from those delineated in the Scope of Services (Exhibit "A") will result in reduced prorated costs to the City which shall be negotiated by the Parties and incorporated into the payment structure of this Agreement by addendum or amendment.

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SECTION VIII NOTICES

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

SECTION IX AMENDMENT

This Interlocal Agreement may only be amended in writing and duly executed by the City and the County with the same formalities as this Agreement.

SECTION X CONSTRUCTION

This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION XI DEFAULT

If the City or the County shall fail to perform or observe any of the material terms or conditions of this Interlocal Agreement applicable to it for a period of sixty (60) days after receipt of written notice of such default from the other Party, the Party giving the notice of default may be entitled to terminate this Interlocal Agreement. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver

of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the terms specifically contained therein.

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

ATTEST:

CITY OF BONITA SPRINGS

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

By: _____:
City Attorney

ATTEST:

CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

EXHIBIT "A"
SCOPE OF SERVICES

1. Permitting:
 - 1 person to staff City permit counter
 - Building Permits
 - Building Inspections
 - Plan Review

2. Zoning Review
 - Rezoning & Developments of Regional Impact
 - Special Exceptions/Permits
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 - Lot Mowing Violations
 - Contractor Licensing
 - Contractor Licensing/Enforcement
 - Sign Permitting
 - Sign Enforcement
 - Blasting Permits

Blasting Enforcement
Miscellaneous Zoning violations (nuisance, permitted uses, etc.)
Unsafe Buildings/Minimum Housing
Building without permits

* Note: Code Enforcement current level of service to continue through December 31, 2005. After that date, City will take over Code Enforcement functions. County to provide service for the following only at a quarterly cost of \$ 7,788. Quarterly payments are listed in this Interlocal Agreement Section V.

Sign Permits
Sign Inspections
Blasting Permits & Enforcement
Contracting Licensing (excluding enforcement)

5. Environmental

Docks
Seawalls
Environmental Enforcement
Environmental Zoning Review
Environmental Dev. Order Review
Environmental Site Inspections
Environmental Certificates of Compliance
Eagle Technical Advisory Committee

6. Administrative Support for above

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Provision of General zoning and
development information to public
Appeals of Administrative Decisions
Informal pre-application zoning meetings
Coordination meeting with County and
City staff (at City office), including
preparation of agenda and status
reports - 8 per year
Data Resources and Affordable Housing
Historic Preservation Assistance

8. Building Facility

9. County will retain all original files and records.

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CITY OF BONITA SPRINGS
EXHIBIT "A" - SCOPE OF SERVICES

ordinance changes to enable City to revise its Land Development Code if desired.

12. Costs for permit counter service exclude vacation or sick coverage.
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16. City to provide legal representation in lieu of County Attorneys. Litigation to be handled by City. Appeals of administrative decisions include County preparation of staff report and appearance at hearing.
17. Impact Fee collections will be through a separate Interlocal Agreement.