

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

Blue Sheet No. 20020943

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Nuisance Abatement Interlocal Agreement with the City of Bonita Springs to opt into the Lee County Nuisance Abatement Ordinance and Program.

WHY ACTION IS NECESSARY: The Board of County Commissioners must approve all Interlocal and Intergovernmental Agreements.

WHAT ACTION ACCOMPLISHES: County and Sheriff agree to make the Nuisance Abatement Board available to hear and decide cases that have occurred within the City of Bonita Springs.

2. DEPARTMENTAL CATEGORY: COMMISSION DISTRICT # C12C **3. MEETING DATE:** 08-27-2002

<p>4. AGENDA:</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> <p><input type="checkbox"/> APPEALS</p> <p><input type="checkbox"/> PUBLIC</p> <p><input type="checkbox"/> WALK ON</p> <p><input type="checkbox"/> TIME REQUIRED: _____</p>	<p>5. REQUIREMENT/PURPOSE: (Specify)</p> <p><input type="checkbox"/> STATUTE</p> <p><input checked="" type="checkbox"/> ORDINANCE <u>02-18</u></p> <p><input type="checkbox"/> ADMIN. CODE</p> <p><input type="checkbox"/> OTHER</p>	<p>6. REQUESTOR OF INFORMATION:</p> <p>A. COMMISSIONER _____</p> <p>B. DEPARTMENT <u>County Attorney</u></p> <p>C. DIVISION <u>General Services</u></p> <p>BY: <u>Scott S. Covert, Assistant County Attorney</u></p>
--	--	--

7. BACKGROUND: Section 3, Jurisdiction, of Lee County Ordinance 02-18, states "that the Nuisance Abatement Board shall have jurisdiction throughout unincorporated Lee County and in municipalities where law enforcement is provided by Lee County Sheriff's Office and have entered into a Lee County Nuisance Abatement Interlocal Agreement with the County." The City of Bonita Springs and the Lee County Sheriff have executed a Nuisance Abatement Interlocal Agreement.

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
N/A	N/A	N/A	N/A	<i>[Signature]</i>	OA	QM	RISK	GC	<i>[Signature]</i>
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	

<p>10. COMMISSION ACTION:</p> <p>_____ APPROVED</p> <p>_____ DENIED</p> <p>_____ DEFERRED</p> <p>_____ OTHER</p>	<table border="1" style="margin: auto;"> <tr> <td>RECEIVED BY COUNTY ADMIN. <i>CA</i></td> </tr> <tr> <td><i>8-15 3:20</i></td> </tr> <tr> <td>COUNTY ADMIN. FORWARDED TO: <i>OS</i></td> </tr> <tr> <td><i>8/15 5:00</i></td> </tr> </table>	RECEIVED BY COUNTY ADMIN. <i>CA</i>	<i>8-15 3:20</i>	COUNTY ADMIN. FORWARDED TO: <i>OS</i>	<i>8/15 5:00</i>
RECEIVED BY COUNTY ADMIN. <i>CA</i>					
<i>8-15 3:20</i>					
COUNTY ADMIN. FORWARDED TO: <i>OS</i>					
<i>8/15 5:00</i>					

NUISANCE ABATEMENT INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered this _____ day of _____, 2002, by and between LEE COUNTY, a political subdivision and charter county of the State of Florida, hereinafter referred to as the "County", the CITY OF BONITA SPRINGS, a Florida municipal corporation, hereinafter referred to as the "City", and the LEE COUNTY SHERIFF, a Lee County Constitutional Officer, hereinafter referred to as the "Sheriff" or "LCSO", collectively referred to as the "parties".

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969," and Lee County Ordinance No. 02-18; and

WHEREAS, County adopted Lee County Ordinance No. 02-18, to establish a Nuisance Abatement Board ("Board") as a method to declare certain premises as a nuisance adversely affecting the public health, safety, morals and welfare of the citizens of Lee County because the property is used for specified criminal activity; and

WHEREAS, County maintains a Nuisance Abatement Board that hears cases brought by complaints in accordance with Section 893.138, Florida Statutes; and

WHEREAS, City, pursuant to Ordinance No. 02-18, is authorized to use the Nuisance Abatement Board to hear and decide City cases where law enforcement is provided by the Lee County Sheriff's Office (LCSO); and

WHEREAS, County and Sheriff, through said Board is willing to perform such services on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the County and the City agree as follows:

SECTION ONE: RECITALS

The recitals contained above are incorporated into this Interlocal Agreement as if they were set forth in full below.

SECTION TWO: SCOPE OF SERVICES

- 2.1. County and Sheriff agrees to make the Board available to hear and decide cases that have occurred within the municipal boundaries of Bonita Springs.

2.2. Once the Nuisance Abatement Coordinator files a complaint for a matter within City, Sheriff shall be responsible for:

(a) filing a case with the Board consistent with Lee County Ordinance No. 02-18, as it may be amended; and

(b) noticing and conducting the hearings in accordance with laws, rules, and regulations governing hearings before the Board.

2.3. County and Sheriff shall perform the above-described functions through the Board or any successor entity as specified in Lee County Ordinance No. 02-18.

SECTION THREE: DESIGNATED PROSECUTOR AND LEGAL REPRESENTATION

The Sheriff shall assign a person(s) who shall be the City's designated prosecutor and LCSO Nuisance Abatement Coordinator, or other designee. The person(s) need not be an attorney, but should be competent to represent the City's interest in front of the Board, and may consult with the City Attorney on any cases located within the City's boundaries.

The Lee County Attorney's Office shall represent the Board in all matters and at all proceedings.

SECTION FOUR: COMPENSATION

As compensation for services provided to the City by the Sheriff, the Sheriff shall be entitled to all fines and costs imposed by the Board pursuant to a final order of the Board.

SECTION FIVE: TERM OF AGREEMENT

This Agreement shall commence upon execution by County and shall continue in full force and effect for five (5) years commencing September 1, 2002.

This Agreement shall continue in full force and effect unless written notice of termination by the County, City or Sheriff is provided pursuant to Section 9, Notices. Unless terminated as provided in Section 8, Termination, this Agreement may be renewed for successive two (2) year periods upon request of City and upon acceptance by County.

SECTION SIX: INDEMNIFICATION

To the extent provided by law, the parties agree to indemnify and hold each other harmless from and against all claim, demands or causes of action of

whatsoever kind or nature arising out of an error, omission, negligent acts, conduct or misconduct of a party, its agents, servants or employees.

SECTION SEVEN: INSURANCE

For the term of this Agreement, City shall maintain in full force and effect insurance policy(ies) or self-insurance funds in the minimum amount stated in Section 768.28, Florida Statutes. Where such coverage is provided by purchased insurance, the insurer shall be authorized to transact business in the state of Florida.

City shall provide to the County, upon execution of this Agreement and each anniversary date thereof, certification of the insurance required herein.

SECTION EIGHT: TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party of such termination pursuant to Section 9, Notices, herein.

SECTION NINE: NOTICES

Any and all notice required or given under this Agreement shall be in writing and may be delivered in person or by placing in United States mail, postage prepared, and first class and certified, return receipt requested, addressed as follows;

If to COUNTY:

Donald S. Stilwell, County Manager
Lee County Government
P. O. Box 398
Fort Myers, Florida 33902
Telephone: (239) 335-2221 Fax: (239) 335-2262

With a copy to the County Attorney at the same address.

If to CITY:

Gary A. Price, City Manager
City of Bonita Springs
9220 Bonita Beach Road, Suite 111
Bonita Springs, Florida 34135
Telephone: (239) 390-1000 Fax: (239) 390-1004

With a copy to the City Attorney at the same address.

If to SHERIFF:

LCSO Nuisance Abatement Coordinator
14750 Six Mile Cypress
Fort Myers, Florida 339
Telephone: (239) 477-1111 Fax: (239) 278-7510

With a copy to the Sheriff's Legal Director at the same address.

SECTION TEN: MISCELLANEOUS PROVISIONS

1. Assignment: County shall perform the Nuisance Abatement Board services provided for in this Agreement exclusively and solely for City which is a party to this Agreement. City shall not have the right to assign this Agreement.
2. Waiver: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
3. Severability: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
4. Entire Agreement: It is understood and agreed that this Agreement incorporated and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
5. Modifications: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
6. Drafting: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

SECTION ELEVEN: FILING OF INTERLOCAL AGREEMENT

Pursuant to the provisions of Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court for Lee County, Florida.

IN WITNESS WHEREOF, the parties have caused these presence to be executed by their duly authorized officers and their official seals hereto affixed the day and year first above written.

ATTEST:

CITY OF BONITA SPRINGS

By: *Sharon J. Lynn*
City Clerk

By: *[Signature]*
Mayor

APPROVED AS TO FORM:

By: *[Signature]*
City Attorney

ATTEST
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: *Scott S. Powell*
Office of the County Attorney

LEE COUNTY SHERIFF'S OFFICE

Carmen Ayee
Witness

By: *[Signature]*
The Honorable Rod Shoap
Lee County Sheriff

Jessica McVeigh
Witness

APPROVED AS TO FORM:

By: *[Signature]*
Legal Adviser