

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

Blue Sheet No. 20031089

1. REQUESTED MOTION:

ACTION REQUESTED: Execute Interlocal Agreement between Lee County and the City of Bonita Springs regarding services provided by the Lee County Division of Natural Resources, Surface Water Program for \$100,332.00 for Fiscal Year 2003/2004.

WHY ACTION IS NECESSARY: Formalizes the continuation of Lee County Division of Natural Resources services to the City of Bonita Springs.

WHAT ACTION ACCOMPLISHES: Provides Surface Water Program services to the City of Bonita Springs.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #: 3 08 *C8A*

3. MEETING DATE:

09-30-2003

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

- (Specify)*
- STATUTE
 - ORDINANCE
 - ADMIN. CODE
 - OTHER
 - Interlocal Agreement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Public Works
- C. DIVISION Natural Resources
- BY: Roland E. Ottolini, P.E.



7. BACKGROUND:

On October 3, 2000, the Lee County Board of County Commissioners approved the first interlocal agreement between the City of Bonita Springs and the Lee County Division of Natural Resources for continuation of surface water program services for the City. This is the third renewal of the interlocal agreement. The Bonita Springs City Council approved this agreement at their meeting of September 3, 2003.

Funds will be deposited into the operating revenue account: OC5379014600.343700.9002
Expenses have been budgeted in the business unit for Fiscal Year 2003/2004.

Attachments: Three (3) original interlocal agreements.

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
					OA	OM	Risk	GC	
<i>Jannick</i> 9-18-03	<i>[Signature]</i> 9/11	N/A	N/A	<i>[Signature]</i> 9/15/03	<i>P.M.</i> 9/15/03	<i>[Signature]</i> 9/15/03	<i>08</i> 9/15/03	<i>[Signature]</i> 9/15/03	<i>Jannick</i> 9-18-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>9/12/03</i>
Time: <i>3:10 PM</i>
Forwarded To:

RECEIVED BY COUNTY ADMIN: <i>PM</i>
<i>9/15</i>
<i>11:40 AM</i>
COUNTY ADMIN FORWARDED TO:
<i>9/17 11:00</i>



SEP 11 2003
RE CEIVED

September 9, 2003

*City of
Bonita Springs*

9220 BONITA BEACH ROAD
SUITE 111
BONITA SPRINGS, FL 34135
TEL: (239) 390-1000
FAX: (239) 390-1004
www.cityofbonitasprings.org

Paul D. Pass
Mayor

Wayne P. Edsall
Councilman
District One

Jay Arend
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John C. Warfield
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

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Gary A. Price
City Manager

Audrey E. Vance
City Attorney

Roland E. Ottolini, P.E.
Lee County Division of Natural Resources
P.O. Box 398
Fort Myers, Florida 33902-0398

Re: Interlocal Agreement,
Division of Natural
Resources, Surface Water

Dear Mr. Ottolini:

Enclosed please find three originals of the above referenced Interlocal Agreement. After execution by Lee County, please return one original to me for our files.

If you need anything further, or if I can be of further assistance, please feel free to call.

Very truly yours,

Dianne J. Lynn
City Clerk

DJL:dam
Enclosures

cc: Gary A. Price, City Manager
Audrey E. Vance, City Attorney
Daryl Walk, Public Works Manager

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY
AND CITY OF BONITA SPRINGS
REGARDING SERVICES PROVIDED BY LEE COUNTY
DIVISION OF NATURAL RESOURCES
SURFACE WATER**

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of October, 2003, 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.

WITNESSETH:

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 Section 163.01, Florida Statutes, to enter into Interlocal Agreements for the sharing of certain, governmental powers and obligations; and,

WHEREAS, pursuant to Chapter 99-428, Laws of Florida, the City has assumed all governmental, corporate and proprietary powers provided by law to Florida municipalities as of December 31, 1999; and,

WHEREAS, in order to continue with an orderly transition of governmental powers, services and expenses from the County to the City for the protection of the public health, safety and welfare of the citizens of City of Bonita Springs, the City Council has

BSC-03-09-118

determined it appropriate to share certain powers, duties, obligations and expenses with the County on a year-to-year basis as provided for by the City charter; and,

WHEREAS, the City wishes to continue certain services provided by Lee County Division of Natural Resources.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the City of Bonita Springs 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 City's participation in the annual costs for certain services provided by the Division of Natural Resources within the corporate limits of the City of Bonita Springs, and utilized by the residents of the City.

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

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 **SERVICES PROVIDED BY LEE COUNTY DIVISION OF**
NATURAL RESOURCES, SURFACE WATER

The County agrees to provide and perform the services required and necessary to complete the services and work of the Surface Water programs to the City of Bonita Springs area pursuant to the Lee County budget for Fiscal Year 2003/2004. The County reserves the exclusive right to prioritize the scope of services to the City on an as needed basis. These services typically include but are not limited to the following:

- Respond to citizen requests for action (RFA) regarding flooding complaints and water quality problems. Includes initial assessment only. Provide stormwater related reviews, analyses, and reports as needed. Response to major floods will be based on staff availability and extent of flooding elsewhere in Lee County.
- Review plans for development that effect regional surface water.
- Provide project management services for South Florida Water Management District funded projects in Imperial River, Leitner Creek, Oak Creek and Spring Creek watersheds.
- Manage mandated NPDES MS4 permit in compliance with the Federal Clean Water Act except for preparation of the City's application, annual report, and permit fee.
- Participate and review regional stormwater studies.
- Monitor and report hydrologic data including rain, river stage, and groundwater levels in the Bonita Springs area.

- Provide surface water system inventory and priority list of recommended improvements for City's use for its capital improvement plan.
- Update flood zone maps in coordination with FEMA. Distribute information and assist development with compliance.
- Review requests for vacation of easements and rights of way to ensure important drainage access.

SECTION IV **PAYMENTS BY CITY**

The City agrees to pay to the County the principal sum not to exceed \$100,332.00 in two (2) equal installments for FY 2003/2004. The payments will be due and payable on April 1 and on September 30, 2004. The annual payment will provide to the City the services as described herein. Any additional staffing or programs may be further negotiated between the Parties through subsequent amendment(s) to this Interlocal Agreement.

SECTION V **TERM OF INTERLOCAL AGREEMENT**

This Interlocal Agreement shall be deemed effective as of October 1, 2003 with its execution by both Parties, and will remain in full force and effect until September 30, 2004, unless terminated for convenience by either party giving thirty (30) days written notice. This Agreement may be renewed for additional terms and conditions upon the mutual written consent of both the City and the County.

SECTION VI 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 VII PRIOR AGREEMENTS

This Agreement shall supersede any other Agreements between the City 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 VIII ASSIGNMENT

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

SECTION IX 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 City at the Office of the Mayor or City Manager.


SECTION X AMENDMENT

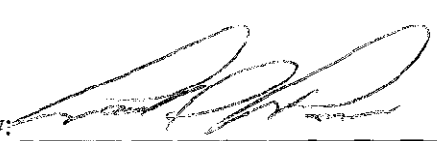
This Agreement may only be amended in writing duly executed by the City and the County.

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

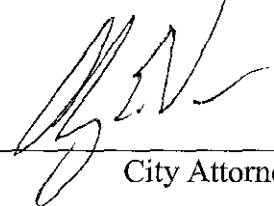
ATTEST:

CITY OF BONITA SPRINGS

By: 
City Clerk

By: 
Mayor

APPROVED AS TO FORM

By: 
City Attorney

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: _____
Office of County Attorney