

**1. Requested Motion:**

Approve Interlocal Agreement with Lee County for Building Services.

**Meeting Date: October 17, 2011**

**Why the action is necessary:**

The Town has operated on a month to month basis since 2009, will secure a 2 year service agreement.

**What the action accomplishes:**

**2. Agenda:**

Consent  
 Administrative

**3. Requirement/Purpose:**

Resolution  
 Ordinance  
 Other

**4. Submitter of Information:**

Council  
 Town Staff  
 Town Attorney

**5. Background:**

Over the past 6 months, Staff has been actively renegotiating the current building services rate structure with Lee County. This Interlocal Agreement will provide a continuation of the building services provided by Lee County, wherein the County provides plans reviews and inspections services to the Town for building permits and development orders. If approved, the agreement will reduce the Town's monthly cost from \$25,962 to \$3,720, for an annual savings of \$266,904.

**6. Alternative Action:**

Take no action.

**7. Management Recommendations:**

Approval

**8. Recommended Approval:**

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

**9. Council Action:**

Approved     Denied     Deferred     Other

**2011-2012**  
**COMMUNITY DEVELOPMENT**  
**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY**  
**AND TOWN OF FORT MYERS BEACH**

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 from the Town to the County; 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 thereafter; and,

WHEREAS, in order to continue services from the County to the Town for the protection of the public health, safety and welfare of the citizens of the Town, the Fort Myers Beach Town Council has determined it appropriate to delegate certain services to the County as provided for by the charter of the Town;

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 and certain building code 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 Development Review,

Building Plan Review and Building Inspections pursuant to enforcement of the Fort Myers Beach Land Development Code and the Florida Building Code.

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 duly elected and authorized Town Council, 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 TERM OF AGREEMENT**

The term of this Agreement shall commence as of October 1, 2011 and continue to September 30, 2013, subject to termination or reduction in the scope of services to be provided hereunder as set forth elsewhere in this Agreement.

## **SECTION IV SCOPE OF SERVICES**

1. The County shall provide the following services to the Town:

### Scope of Services

- A. Building Code Plan Review  
Building Code Inspections  
Building Official Oversight
  - B. Review of Development Orders, as needed, on the basis of standard adopted County Development Order fees
2. County will provide Town with records of any administrative actions.
  3. Town will provide County with copies of all ordinance changes or resolutions adopted by Town pertaining to matters covered herein.
  4. The parties acknowledge that the Town may reduce the scope of services to be provided by the County as set forth above, in the Town's sole discretion at any time during the term hereof upon thirty (30) days' prior written notice, without penalty to the Town. Upon such occurrence, if any, the cost of the services shall be reduced on a per-service basis, and pro-rated on a twelve-month basis. The appropriate adjustment shall be made as part of the next and subsequent monthly payments.

5. Subject to the provisions of paragraph 4 above, the cost for Town to receive services from County, in addition to the fees and charges normally collected by County for building permits and Development Orders (and excluding impact fees) totals \$44,636, and payment of \$3720.00 will be made monthly no later than the 15<sup>th</sup> of the month. Such payment shall be made by Town warrant by the due date or the County may suspend services hereunder.

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

Notwithstanding any provisions to the contrary set forth elsewhere in this Agreement, the Town hereby specifically reserves unto itself all of the final, determinative powers exercised by similarly situated municipalities in the State of Florida and/or as set forth in its charter and ordinances, whichever is broader, with respect to final decisions concerning the implementation of the Town's Comprehensive Plan, Town Land Development Code and other Town ordinances and Regulations as they may be amended or revised by the Town of Fort Myers Beach from time to time.

**SECTION VI TERMINATION OF INTERLOCAL AGREEMENT**

In addition to the Town's ability to reduce services by the County hereunder, this Interlocal Agreement may be terminated by either party at any time, with or without cause, upon thirty (30) days prior written notice to the non-terminating party.

**SECTION VII LIABILITY**

The parties agree that by execution of this Agreement, neither 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 Agreement between Town and 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 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

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

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

APPROVED AS TO FORM:

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

ATTEST:

TOWN OF FORT MYERS BEACH

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

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

APPROVED AS TO FORM:

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