

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND
THE CITIES OF BONITA SPRINGS, CAPE CORAL, FORT MYERS AND SANIBEL,
THE TOWN OF FORT MYERS BEACH, EAST COUNTY WATER CONTROL
DISTRICT, THE EAST MULLOCH DRAINAGE DISTRICT, GATEWAY SERVICES
DISTRICT, BAYSIDE IMPROVEMENT COMMUNITY DEVELOPMENT DISTRICT,
BAY CREEK COMMUNITY DEVELOPMENT DISTRICT, THE BROOKS COMMUNITY
DEVELOPMENT DISTRICT, RIVER RIDGE COMMUNITY DEVELOPMENT
DISTRICT, SAN CARLOS ESTATES WATER CONTROL DISTRICT, AND THE
FLORIDA DEPARTMENT OF TRANSPORTATION FOR NPDES PERMIT FEE
ALLOCATIONS**

THIS INTERLOCAL AGREEMENT, by and between the Cities of Bonita Springs, Fort Myers, Cape Coral, Sanibel and the Town of Fort Myers Beach, municipal corporations of the State of Florida, hereinafter referred to collectively as the "MUNICIPALITIES", the East County Water Control District, East Mulloch Drainage District, Gateway Services District, Bayside Improvement Community Development District, Bay Creek Community Development District, The Brooks Community Development District, River Ridge Community Development District, and San Carlos Estates Water Control District, special districts of the State of Florida, hereinafter referred to collectively as the "DISTRICTS"; the Florida Department of Transportation, an agency of the State of Florida, hereinafter referred to as "FDOT"; and Lee County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and collectively referred to as the "Parties" is entered into this 20th day of September, 2005.

WITNESSETH:

WHEREAS, the MUNICIPALITIES, DISTRICTS, FDOT and COUNTY ("Parties") desire to protect and promote the public health, safety and general welfare through the management of stormwater runoff; and

WHEREAS, the Parties desire to maintain and assist in the improvement of water quality and to preserve and enhance the environmental quality of streams and receiving waters; and

WHEREAS, pursuant to Florida Administrative Code Chapter 62-4 certain political entities are required to obtain a National Pollutant Discharge Elimination System (NPDES) Permit (hereinafter the Permit) to operate their Municipal Separate Sewer System; and

WHEREAS, the Parties are co-permittees under the Municipal Separate Storm Sewer NPDES permit; and

WHEREAS, pursuant to Chapter 62-4 of the Florida Administrative Code, permit fees associated with the Permit may be assessed according to a methodology either 1) based on a combination of census population fraction and a fixed base fee or 2) directly to the

individual co-permittees with DISTRICTS and FDOT paying fixed fees in addition to the MUNICIPALITIES and COUNTY assessments determined by a combination of a census population fraction plus a fixed base fee; and

WHEREAS, pursuant to F.A.C. Chapter 62-4 permit fees associated with the Permit may be paid by the lead co-permittee and subsequently distributed to each co-permittee; and

WHEREAS, the Parties desire to minimize and distribute the costs of permit fees equitably; and

WHEREAS, the COUNTY as lead co-permittee, may receive the permit invoice for permit fees and distribute the costs according to the consensus methodology developed by the COUNTY and accepted by the co-permittees; and

WHEREAS, the co-permittees, having approved the methodology for a permit fee distribution, agree to pay upon receipt of COUNTY invoice their annual NPDES MS4 permit fee; and

WHEREAS, the COUNTY agrees to pay the entire annual permit fee assessed by the Florida Department of Environmental Protection; and

WHEREAS, the EPA, Region IV, has determined that the MUNICIPALITIES within the COUNTY are designated as part of the COUNTY municipal separate storm sewer system for the purposes of NPDES permitting; and

WHEREAS, the Parties are accountable for their separate storm sewer systems which may outfall to another municipal separate storm sewer system or to Waters of the United States; and

WHEREAS, the Parties have approved the concept of intergovernmental cooperation to effectively manage and control discharge into separate storm sewer systems; and

WHEREAS, it is the mutual desire of the Parties to establish relationships and responsibilities for control of discharges to separate storm sewer systems.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto mutually agree as follows:

SECTION ONE: PURPOSE

The purpose of this Agreement is to set forth the relationships and responsibilities of the MUNICIPALITIES, DISTRICTS, FDOT, and COUNTY with respect to the annual NPDES MS4 Permit fees, as assessed by the Florida Department of Environmental Protection.

The parties anticipate that the above named MUNICIPALITIES, DISTRICTS, FDOT, and COUNTY will enter into this Interlocal Agreement. This Interlocal Agreement shall be binding only upon parties that execute this Interlocal Agreement. No party that executes this Agreement shall be bound to its terms to a named party who has not entered into this Interlocal Agreement.

SECTION TWO: GENERAL RESPONSIBILITIES

The Parties, as co-applicants, recognize that unless otherwise established through a separate agreement, each co-permittee is responsible for the permit fees agreed upon for their jurisdiction or DISTRICT, in the agreed upon methodology.

SECTION THREE: METHODOLOGY

- A. The COUNTY shall develop a reasonable, responsible methodology and submit it to the representatives of the MUNICIPALITIES, DISTRICTS and FDOT for their review and approval at a regularly scheduled monthly coordination meeting prior to June 1 of each calendar year. [See Attachment "A"].
- B. Acceptance by the Parties of the methodology in accordance with the paragraph above shall be construed as an agreement to pay upon invoice by COUNTY the annually assessed fee to the COUNTY.
- C. The Methodology shall include provisions for additional (new) co-permittees in subsequent permits or permit years as well as the provision for a co-permittee to withdraw from the permit.

SECTION FOUR: INVOICING

The COUNTY shall invoice the MUNICIPALITIES, DISTRICTS and FDOT using the approved methodology during the month of October of each year of the permit.

SECTION FIVE: PAYMENT

The MUNICIPALITIES, DISTRICTS and FDOT shall pay the COUNTY the invoiced amount as determined using the agreed upon methodology within forty (40) days of receipt of invoice from the COUNTY. If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable in addition to the invoice amount. Interest penalties of less than one (1) dollar will not be enforced unless requested by the COUNTY. Invoices that must be returned to the COUNTY because of COUNTY preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Parties.

SECTION SIX: DEFAULT

Should any one of the MUNICIPALITIES, DISTRICTS and FDOT fail to make payment of the assessment, the COUNTY has the sole and unilateral option to cease acting as the central collection and invoicing agency under this agreement in the following year, and the invoicing shall revert to direct invoicing to all parties hereto by the FDEP.

SECTION SEVEN: COPIES

Upon final execution of this Agreement by all Parties, two (2) copies will be provided to each of the Parties.

SECTION EIGHT: LEGAL AUTHORITY

- A. The Parties agree that they will adopt, modify or amend any ordinances, resolutions, rules, regulations or policies which will assure the enforcement of the terms, conditions and responsibilities under this Agreement.
- B. This Agreement shall be construed according to the laws of the State of Florida and any action regarding this Agreement shall be filed in the Twentieth Judicial Circuit (Lee County).
- C. If any part of this Agreement or any application thereof to any person or circumstance is declared invalid for any reason, then such part, section, subsection, or other portion, or the prescribed application thereof, shall be severable and the remaining provisions of this Agreement, and all applications thereof not having been declared invalid, shall remain in effect.

SECTION NINE: DISCLAIMER OF THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue to, by reason hereof, or for the benefit of any third party not a signatory to this agreement

SECTION TEN: NOTICES

All written notices to the MUNICIPALITIES, DISTRICTS, FDOT and COUNTY under this agreement shall be directed to the following addresses:

LEE COUNTY

Mr. Tony Pellicer
Division of Natural Resources
1500 Monroe Street
P. O. Box 398
Fort Myers, FL 33902-0398
(239)479-8129 - 479-8108 Fax

TOWN OF FORT MYERS BEACH

Ms. Marsha Segal-George
Town Manager
Town of Fort Myers Beach
P. O. Box 3077
Fort Myers Beach, FL 33932

GATEWAY SERVICES DISTRICT

Mr. Chuck Adams
Reg. Dir. Of Operations
13240 Commerce Lakes Drive
Fort Myers, FL 33912
(239)561-1313 - 561-1350 Fax
and
Mr. Anthony P. Pires
Woodward, Pires & Lombardo, P.A.
3200 Tamiami Trail North
Naples, FL 34103

FLORIDA DEPARTMENT OF TRANSPORTATION

Maintenance
Environmental Manager
P. O. Box 1249
Bartow, FL 33831
(863)519-2560 - (863)-534-7045 Fax

CITY OF BONITA SPRINGS

Mr. Gary A. Price
City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
(239)949-6262 - 949-6238 Fax

CITY OF FORT MYERS

Mr. Albert Abdo, Jr.
Public Works Director
City of Fort Myers
P. O. Drawer 2217
Fort Myers, FL 33902-2217
(239)332-6854 - 332-6604 Fax

EAST COUNTY WATER CONTROL DISTRICT

Mr. David Lindsay
District Manager
101 Construction Lane
Lehigh Acres, FL 33936
(239)368-0044 - 368-3412 Fax

RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT

Mr. James P. Ward, Assistant District
Manager
10300 Northwest Eleventh Manor
Coral Springs, FL 33071
(954)753-0380 - 954-755-6701 Fax
and
Mr. Anthony P. Pires
Woodward, Pires & Lombardo, P.A.
3200 Tamiami Trail North
Naples, FL 34103

BAYSIDE COMMUNITY DISTRICT

Mr. James P. Ward, Assistant District
Manager
10300 Northwest Eleventh Manor
Coral Springs, FL 33071
(954)753-0380 - 954-755-6701 Fax
and
Mr. Daniel H. Cox, Esq.
Attorney
P. O. Drawer CC
206 West 6th Street
Carrabelle, FL 32322
(850)697-5555
(850)697-2171 Fax

CITY OF CAPE CORAL

Ms. Connie Jarvis, Biologist
Environmental Resources Manager
City of Cape Coral Public Works
Department
P. O. Box 150027
Cape Coral, FL 33915-0027
(239)574-0745 - 574-0861 Fax

EAST MULLOCH DRAINAGE DISTRICT

Mr. Alan Freeman
19091 Tamiami Trail, S.E.
Fort Myers, FL 33908
(239)267-7472 - 267-7622 Fax

SAN CARLOS ESTATES WATER CONTROL DISTRICT

Mr. Bud Lawson
Secretary/Treasurer
P.O. Box 367807
Bonita Springs, FL 34136

BAY CREEK COMMUNITY DEVELOPMENT DISTRICT

Mr. James P. Ward, Assistant
District Manager
10300 Northwest Eleventh Manor
Coral Springs, FL 33071
(954)753-0380 - 954-755-6701
Fax
and
Mr. Daniel H. Cox, Esq.
Attorney
P. O. Drawer CC
206 West 6th Street
Carrabelle, FL 32322
(850)697-5555
(850)697-2171 Fax

CITY OF SANIBEL

800 Dunlop Road
Sanibel, Florida 33957

BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT

Mr. Chuck Adams
Reg. Dir. Of Operations
15730 Red Fox Run
Fort Myers, FL 33912
(239)437-5551 - 239-437-5552 Fax
Mr. Daniel H. Cox, Esq.
Attorney
P. O. Drawer CC
206 West 6th Street
Carrabelle, FL 32322
(850)697-5555
(850)697-2171 Fax

SECTION ELEVEN: EFFECTIVE DATE - TERM

This Agreement shall become effective on the date a fully executed copy is filed with the Clerk of the Circuit Court for Lee County, unless otherwise terminated by the COUNTY.

This Agreement shall remain in effect for so long as each party remains a co-permittee on the NPDES permit, and shall automatically be extended with NPDES permit renewals, as long as the parties continue as Co-Permittees.

SECTION TWELVE: AMENDMENTS

Modifications or amendments to the provisions herein shall be made only in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the lawful representatives of the co-permittees hereto have executed and affixed their official seals to this Agreement this 20th day of September, 2005.

ATTEST:
CHARLIE GREEN, CLERK

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: *Opal Pierce*
Deputy Clerk

By: *[Signature]*
Chairman

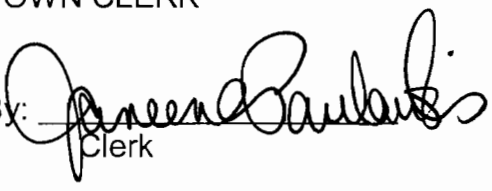


APPROVED AS TO LEGAL FORM:

By: *[Signature]*
Lee County Attorney's Office

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 9th day of August, 2005.

ATTEST:
TOWN CLERK

By: 
Clerk

TOWN OF FORT MYERS BEACH

By: 
Ms. Marsha Segal-George
Town Manager

APPROVED AS TO LEGAL FORM:

By: 
Town Attorney's Office

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 30th day of August, 2005.

GATEWAY SERVICES DISTRICT

Mary Carol Stanley
Witness - Signature

By: [Signature]
Chairman

MARY CAROL STANLEY
Witness Printed Name

[Signature]
Witness - Signature

Steven K Morrison
Witness Printed Name

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 8th day of June, 2005.

Dawn M. Gallon
Witness - Signature

Dawn M. Gallon
Witness Printed Name

Jennifer L. Parfitt
Witness Signature

Jennifer L. Parfitt
Witness Printed Name

FLORIDA DEPT. OF TRANSPORTATION

By: [Signature] 6/8/05
District Secretary

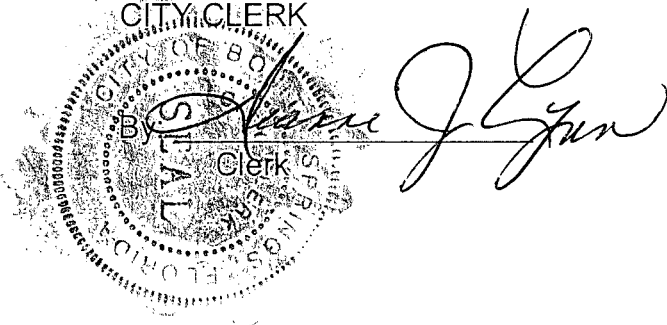
APPROVED AS TO LEGAL FORM:

By: [Signature]
GENERAL COUNSEL'S OFFICE

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 16 day of June, 2005.

ATTEST:
CITY CLERK

CITY OF BONITA SPRINGS



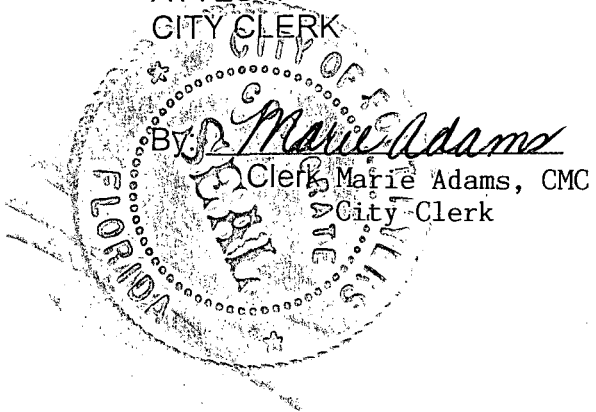
By: Jay Arund
Mayor

APPROVED AS TO LEGAL FORM:

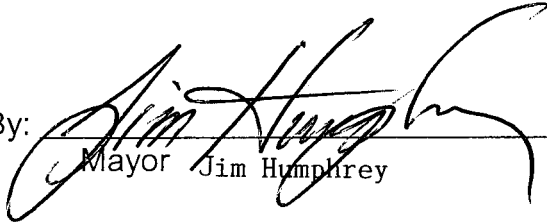
By: [Signature]
City Attorney's Office

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 7th day of July, 2005.

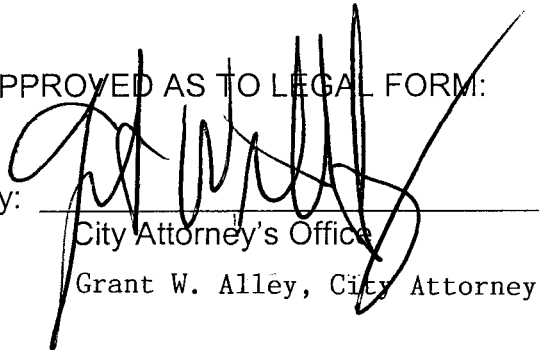
ATTEST:
CITY CLERK



CITY OF FORT MYERS

By: 
Mayor Jim Humphrey

APPROVED AS TO LEGAL FORM:

By: 
City Attorney's Office
Grant W. Alley, City Attorney

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 27th day of June, 2005.



Witness - Signature

Brenda Fallon

Witness Printed Name



Witness - Signature

PAULA CAMBERATO

Witness Printed Name

EAST COUNTY WATER CONTROL DISTRICT

By: 

Chairman

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 13TH day of JUNE, 2005.

RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT

C. E. Adams Jr.
Witness - Signature

By: Steve Schuler
VICE Chairman

CAESLEY E. ADAMS JR.
Witness Printed Name

Witness - Signature

Witness Printed Name

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 27th day of June, 2005.

BAYSIDE IMPROVEMENT COMMUNITY DEVELOPMENT DISTRICT

COE. Adams
Witness - Signature

By: George Drake
Chairman

[Signature]
Witness Printed Name

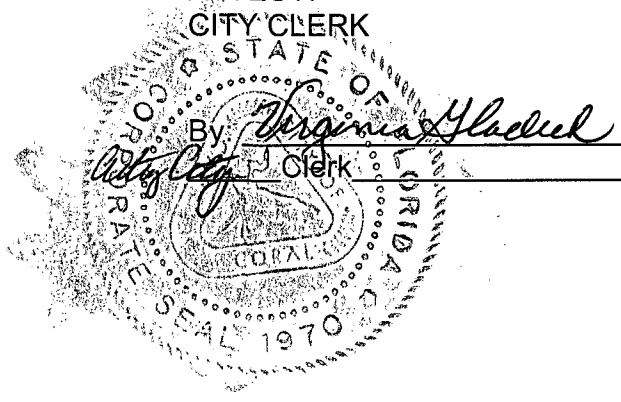
[Signature]
Witness - Signature

Daniel H. Cox
Witness Printed Name

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 16th day of May, 2005.

ATTEST:
CITY CLERK

CITY OF CAPE CORAL



By: Virginia Gladue
City Clerk

By: Eric Trubshaw
Mayor

APPROVED AS TO LEGAL FORM:

By: Maile W. Mela
City Attorney's Office

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 14th day of JUNE, 2005.

EAST MULLOCH DRAINAGE DISTRICT

Brooke S. Allen
Witness - Signature

By: Alan C. O'Brien
~~Chairman~~ SUPERVISOR

Brooke S. Allen
Witness Printed Name

[Signature]
Witness - Signature

MARIE FERRER
Witness Printed Name

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 14th day of June, 2005.

SAN CARLOS ESTATES WATER CONTROL DISTRICT

Angela M. Hill
Witness - Signature

By: Carolyn Williamson
Chairman

Angela M. Hill, Esq.
Witness Printed Name


[Signature]
Witness - Signature

Kenneth W. Kellum
Witness Printed Name

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 27TH day of June, 2005.

BAY CREEK COMMUNITY DEVELOPMENT DISTRICT


Witness - Signature

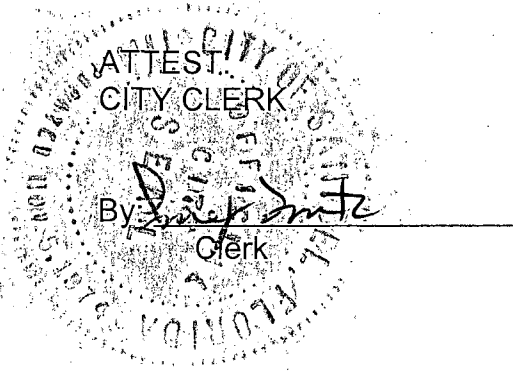
By: 
Chairman


Witness Printed Name


Witness - Signature


Witness Printed Name

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 15th day of June, 2005.



CITY OF SANIBEL

By: Carla B. Johnston
Mayor Carla Brooks Johnston

APPROVED AS TO LEGAL FORM:

By: Kenneth B. Byrd
City Attorney's Office

IN WITNESS WHEREOF, the lawful representatives of the co-applicants hereto have executed and affixed their official seals to this Agreement this 27th day of July, 2005.



Witness - Signature

Daniel H. Cox


Witness Printed Name

C.A. Barrow

Witness - Signature

CARL A. BARRAO


Witness Printed Name



Witness Signature

Daniel H. Cox

printed name

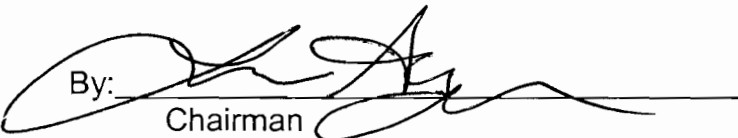


Witness Signature

Laura Agnew

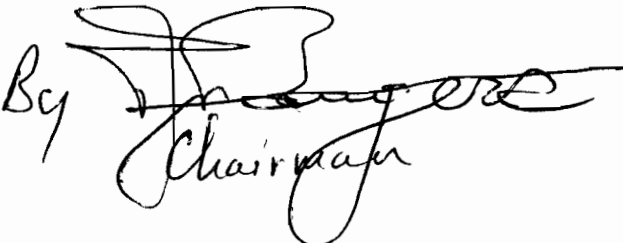
Printed Name

of Bonita Springs
THE BROOKS COMMUNITY DEVELOPMENT DISTRICT

By: 

Chairman

*Brooks of Bonita Springs II
Community Development District*

By: 

Chairman

**Attachment A
NPDES Fees and Charges
Current versus Single Invoice**

Municipal Population Percentages	Bonita Springs	Cape Coral	Fort Myers Beach	Fort Myers	Sanibel	City Sub-Total	Unincorp Lee County	Total Lee County
Population	28,262	115,148	6,460	48,596	6,064	204,530	236,358	440,888
%Population	6%	26%	1%	11%	1%	46%	54%	100%
% Base Fee	\$ 667	\$ 2,716	\$ 152	\$ 1,146	\$ 143	\$ 4,825	\$ 5,575	\$ 10,400
Adjusted Base Fee	\$ 378	\$ 1,541	\$ 86	\$ 650	\$ 81	\$ 2,737	\$ 3,163	\$ 5,900
Distributed Pop Fee	\$ 622	\$ 2,533	\$ 142	\$ 1,069	\$ 133	\$ 4,500	\$ 5,200	\$ 9,700
Adjusted Totals	\$ 1,000	\$ 4,074	\$ 229	\$ 1,719	\$ 215	\$ 7,237	\$ 8,363	\$ 15,600

Annual Base Fee	\$ 10,400
Pop Fee	\$ 0.022
Adjusted Base Fee*	\$ 5,900

Municipal Fees

Municipal Co-permittees	Current	Proposed	Difference
Bonita Springs	\$ -	\$ 1,000	\$ 1,000
Cape Coral	\$ 4,504	\$ 4,074	\$ (430)
Fort Myers	\$ 2,233	\$ 1,719	\$ (514)
Fort Myers Beach	\$ 100	\$ 229	\$ 129
Sanibel	\$ 287	\$ 215	\$ (72)
Lee County	\$ 12,167	\$ 8,363	\$ (3,804)
Municipal Total	\$ 19,291	\$ 15,600	\$ (3,691)

*Base less \$ paid by districts

District Fees

Districts	Current**	Proposed	Difference
San Carlos Estates	\$ 2,500	\$ 500	\$ (2,000)
Bay Creek	\$ 1,500	\$ 500	\$ (1,000)
Bayside Estates	\$ 1,500	\$ 500	\$ (1,000)
Brooks	\$ 1,500	\$ 500	\$ (1,000)
Gateway	\$ 1,500	\$ 500	\$ (1,000)
East Mulloch	\$ 1,500	\$ 500	\$ (1,000)
East County	\$ 1,500	\$ 500	\$ (1,000)
FDOT	\$ 1,500	\$ 500	\$ (1,000)
River Ridge	\$ 1,500	\$ 500	\$ (1,000)
Districts Total	\$ 14,500	\$ 4,500	\$ (10,000)
Permit Total	\$ 33,791	\$ 20,100	\$ (13,691)

**Based on the 2003 permit year
Population based on 2000 Census

Future Permit fee adjustments may be made as equity/population dictates

Annual Savings	\$ 13,691
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