

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE  
VILLAGE OF ESTERO AND THE SAN CARLOS PARK FIRE PROTECTION  
AND RESCUE SERVICES DISTRICT**

**THIS AGREEMENT** is hereby entered into on this 6<sup>th</sup> day of May, 2026 (the “**Effective Date**”) by and between the Village of Estero, a Florida municipal corporation (hereinafter “the Village”), and the San Carlos Park Fire Protection and Rescue Services District, a Florida independent special district (hereinafter “the District”), collectively referred to as “the Parties.”

**WHEREAS**, Florida Statutes § 163.01, the Florida Interlocal Cooperation Act of 1969 (the Act), was enacted to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Act provides that a Florida public agency “may exercise jointly with any other public agency of the state, of any other state, or of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately”, and that such joint exercises of power “shall be made by contract in the form of an interlocal agreement”; and

**WHEREAS**, pursuant to § 2-385 of the Lee County Code, Lee County imposes a fire protection impact fee on new development; and

**WHEREAS**, § 2-382 of the Lee County Code provides, in relevant part, that fire protection impact fees established by the County apply “in the area of those municipalities within the County that enter into interlocal agreements with the County for the collection of the fire impact fees”; and

**WHEREAS**, since the Village became incorporated in 2014, the County has historically deferred to the Village to collect and remit County fire impact fees directly to the fire districts serving the Village; and

**WHEREAS**, pursuant to that deference, on October 12<sup>th</sup> 2017, the District executed an Interlocal Agreement (the “Agreement”) with the Village of Estero for the District to provide fire protection services within the District’s service area; and

**WHEREAS**, among other things, the Agreement called for the Village to collect County fire impact fees but referencing only a now-outdated fee schedule; and

**WHEREAS**, the Lee County Commission has adopted a new fire protection impact fee schedule which became effective May 4<sup>th</sup> 2026; and

**WHEREAS**, having recently learned of the new fee schedule, the Parties have determined that the Agreement must be updated to incorporate the new schedule and reference current Village collection procedures; and

**WHEREAS**, the Village and District have collaboratively discussed the terms of this First Amendment to the Agreement which both Parties deem to be in their respective best interests.

**NOW THEREFORE**, the Agreement is amended as follows:

- 1) Subsection 1 of Section Three of the Agreement is hereby amended as follows:

The schedule of fire impact fees within the DISTRICT'S jurisdictional boundary that are ~~established currently collected~~ by Lee County ~~and revised from time to time and disbursed to the DISTRICT as a provision of the current building permit fee collection procedure~~ shall be collected by the VILLAGE and disbursed to the DISTRICT pursuant to this Agreement on and after January 1, 2016 in accordance with the VILLAGE'S most current permit fee collection procedures Land Development Code, and the VILLAGE Ordinances 2015-12 (Establishment of the Estero Community Development Department) and 2015-13 (Establishment of Cost Recover and Fixt Fees), and Resolution 2015-68 (Fee Schedule under the Land Development Code), collectively the "Ordinances."

- 2) Remainder Preserved: Other than the amendments expressly set forth herein, the remainder of the Agreement between the Parties shall remain in force and effect.
- 3) Severability: Should any section, sentence or clause of this First Amendment be deemed unlawful by a court of competent jurisdiction, no other provision thereof shall be affected and all other provisions of this First Amendment shall continue in full force and effect to the extent permitted by law.
- 4) Effective Date: Notwithstanding the actual date(s) of execution by the Parties, this First Amendment shall be effective as of the Effective Date set forth in the introductory paragraph.
- 5) Recording Requirement: Pursuant to Florida Statutes § 163.01(11), Florida Statutes, this Agreement shall be effective upon the filing of a fully executed copy of the Agreement with the Clerk of the Circuit Court of Lee District, Florida. The Parties agree that the District shall file the Agreement and provide a copy thereof to the Village.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed.

**VILLAGE OF ESTERO**

**SAN CARLOS PARK FIRE  
PROTECTION AND RESCUE  
SERVICES DISTRICT**

By: \_\_\_\_\_  
Steve Sarkozy, Village Manager

By:  \_\_\_\_\_  
David Cambareri, Chief