

**INTERLOCAL AGREEMENT BETWEEN
VILLAGE OF ESTERO AND LEE COUNTY FOR
COLLECTION OF COUNTY EMS IMPACT FEES**

THIS AGREEMENT is hereby entered into on this ____ day of _____, 2026 (the “**Effective Date**”) by and between the Village of Estero, a Florida municipal corporation (hereinafter “the Village”), and Lee County, a political subdivision of the State of Florida corporation (hereinafter “the County”), 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, the County maintains an Emergency Medical Services response capability within the jurisdictional boundaries of Lee County; and

WHEREAS, from time to time, and pursuant to Lee County Land Development Code § 2-381, the County Commission establishes impact fees to offset the impact of growth within the County on the EMS system; and

WHEREAS, § 2-382 of the Lee County Land Development Code provides that the County’s EMS impact fees apply to the unincorporated area of Lee County, “and in those municipalities entering into interlocal agreements to collect EMS impact fees for the County”; and

WHEREAS, § 2-385(a) provides that “no fire or EMS impact fee will be imposed in regard to the development of land located within a municipality that has not entered into an interlocal agreement with the County to collect impact fees”; and

WHEREAS, while on September 1st 2015, the County and Village entered into a transitional agreement related to the collection of various fees subsequent to the Village’s incorporation, that agreement terminated automatically upon the Village’s assumption of responsibility for issuing its own permits for development within the Village; and

WHEREAS, it does not appear the Parties executed any subsequent agreement for the collection of EMS fees; and

WHEREAS, the Parties agree that to ensure compliance with the County's Land Development Code, this Agreement is necessary and in the best interests of County and Village residents.

NOW THEREFORE, the Parties agree as follows:

- 1) Collection of EMS Impact Fees. For all development occurring within the Village, the Village shall assess and collect the EMS Impact Fee as is currently adopted by the Lee County Commission.
- 2) Remittance; Service Fee: Pursuant to Lee County Land Development Code § 2-387(c), the Village shall remit all EMS Impact Fees collected on the County's behalf at least once per month. Pursuant to Lee County Land Development Code § 2-390(e), the Village may assess from the applicant and retain an administrative charge of 3% of the total amount of the impact fee paid to offset the Village's cost of administering the collection of the fee.
- 3) Refunding Fee: In the event an applicant qualifies for a refund of an EMS Impact Fee pursuant to the provisions of Lee County Land Development Code § 2-391, the applicant may make application to Lee County for the refund.
- 4) Administration of Procedures; Appeals: While the Village will assess, collect and remit the EMS Impact Fees established by the County, to ensure consistent application and interpretation of the County Land Development Code, Lee County will be the sole authority as to the applicability and interpretation of the deferrals, exemptions, and credits provisions set forth in Lee County Land Development Code § 2-393 - § 2-395. In addition, any appeals made by an applicant pursuant to Lee County Land Development Code § 2-396 shall be solely processed by the County using such procedures as the County has developed for such appeals.
- 5) Term and Termination: Notwithstanding the actual date(s) of approval or execution by the Parties, this Agreement shall begin on the Effective Date, and shall continue in effect until terminated by either Party. This Agreement may be terminated by either Party for any or no reason upon the terminating Party's providing the non-terminating Party 60-days written notice, which notice period is designed to allow for an orderly transition away from the arrangement established by this Agreement.
- 6) Notices: Notices required or provided under this Agreement regarding change, or revisions, amendments, deletions shall be addressed as follows:

If to the County:

Lee County Government
Attn: County Manager
2115 Second Street
Ft. Myers, FL 33901

If to Village:

Village of Estero
Attention: Village Manager
9401 Corkscrew Palms Cir.
Estero, FL 33928

Either Party may change the name and address for such notices by providing written notice to the other Party.

- 7) No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting on any breach of any provision of this Agreement shall be construed to be a waiver of the breach. Every right and remedy of each Party shall be cumulative and either Party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.
- 8) This Agreement contains the entire understanding of the Parties and supersedes all prior understandings or agreements, whether oral or written, implied or explicit, between the Parties relating to the subject matter herein.
- 9) This Agreement shall be governed by Florida law. In the event any litigation is instituted between the Parties to construe or enforce this Agreement, the Parties shall bear their own costs and attorney fees.
- 10) This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.
- 11) Should any portion of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this Agreement shall continue in full force and effect to the extent permitted by law.
- 12) This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.
- 13) 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 County, Florida. The Parties agree that the County shall file the Agreement and shall provide a copy of the filed Agreement to the Village.

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

VILLAGE OF ESTERO

By: _____
Steve Sarkozy
Village Manager

DULY PASSED AND ADOPTED this ____ day of _____ 2026.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Cecil L. Pendergrass, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
County Attorney's Office