

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

Blue Sheet No. 20020554

1. REQUESTED MOTION:

ACTION REQUESTED: Approve an Interlocal Agreement between Iona-McGregor Fire Protection and Rescue Service District and Lee County. This will be a cost to Lee County of \$225,000 over a period of three years using EMS Impact Fees.

WHY ACTION IS NECESSARY: The Board of County Commissioners approves Interlocal Agreements.

WHAT ACTION ACCOMPLISHES: Provides Lee County with much needed space for the use and benefit of emergency vehicles in the event of a storm, civil emergency or forced lock down.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT: Countywide **C12B**

3. MEETING DATE:

08-27-2002

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER

B. DEPARTMENT County Attorney

C. DIVISION General Services

BY: Andrea R. Fraser
Assistant County Attorney

7. BACKGROUND:

Iona-McGregor Fire Protection and Rescue Service District is in the process of constructing a Fire Station, Training Facility, Operations Center and Administrative Center at South Pointe Boulevard and College Parkway which will replace their existing Station No. 1. Lee County is in need of shelters to house their emergency vehicles in an event of an emergency. This facility will allow Lee County to house four (4) emergency vehicles on a temporary basis in the event of an emergency.

Attachments: Three (3) executed Original Interlocal Agreements

Account String: GC5260118900.508150

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
N/A	N/A	N/A	N/A	Andrea Fraser	OA	OM	RISK	GC	
					8/15/02	8/15/02	8/15/02	8/15/02	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECVD.
by CO. ATTY.
8/15/02

RECEIVED BY
COUNTY ADMIN. **PMC**
5/23/02
11:5am CA

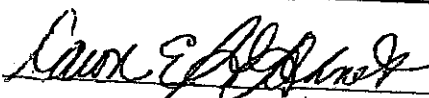
RECEIVED BY
COUNTY ADMIN.
8-15 9:13
COUNTY ADMIN.
FORWARDED TO: **DS**
8/15 2:00

MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

DATE: July 13, 1999

To: Chris Hansen
Public Safety

FROM:



Dawn E. Perry-Lehnert
Assistant County Attorney

RE: Use of EMS Impact Fee Funds for Construction of an Ambulance Bay
at the Iona-McGregor Fire Station
LU 638F(5)

This memorandum will serve to amend my July 7, 1999 response to your June 28, 1999 request regarding expenditure of EMS impact fees for the construction of an additional ambulance bay within the proposed Iona-McGregor Fire Station (South Pointe and College Parkway). The information provided indicates that the shelter will be built like a hurricane shelter with an employee bunker, emergency power and other equipment necessary to handle prolonged utility disruptions. Independent construction of stand-alone facilities with these amenities is not cost efficient for Lee County EMS. Consequently, a partnership such as the one proposed here is the best means for EMS to obtain facilities of this caliber at strategic locations throughout the County.

According to our conversations and the information provided, the apparatus bay will be used to house 1-2 ambulances on a regular basis, and up to 4 ambulances during storm events. This will allow EMS to respond more quickly to calls within the growing Iona-McGregor area. It will also allow Public Safety/EMS to preserve personnel and equipment during a hurricane event; and provide an additional base for post-storm response activities. All of these activities will serve to increase EMS's capacity to serve citizens in the County.

Based upon the above, the use of EMS impact fees to pay the incremental cost of constructing an additional bay at the Iona-McGregor Fire Station falls within the definition of "capital expenditure" as set forth in LDC §2-384. Therefore, it constitutes an appropriate expenditure of impact fees under LDC §2-390.

Please note, our office recommends that Lee County EMS pursue adoption of an interlocal agreement with the Iona-McGregor Fire Protection and Rescue Service District concerning the use and cost of the additional bay, prior to transfer of any funds. It is my understanding that Assistant County Attorney Audrey E. Vance will be the contact person with respect to this interlocal agreement.

Should you have any questions concerning the above, please do not hesitate to contact me.

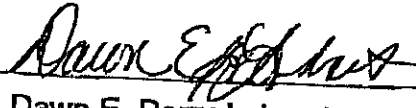
DPL:pr

cc: Audrey E. Vance, Assistant County Attorney

MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

DATE: July 7, 1999

To: Chris Hansen
Public Safety

FROM: 
Dawn E. Perry-Lehnert
Assistant County Attorney

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at the Iona-McGregor Fire Station
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According to our conversations and the information provided, the apparatus bay will be used to house 3-4 ambulances on a regular basis. This will allow EMS to respond more quickly to calls within the growing Iona-McGregor area. It will also allow Public Safety/EMS to preserve personnel and equipment during a hurricane event; and provide an additional base for post-storm response activities. All of these activities will serve to increase EMS's capacity to serve citizens in the County.

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Should you have any questions concerning the above, please do not hesitate to contact me.

DPL:pr

cc: Audrey E. Vance, Assistant County Attorney

**INTERLOCAL AGREEMENT BETWEEN
IONA-MCGREGOR FIRE PROTECTION AND
RESCUE SERVICE DISTRICT AND LEE COUNTY**

This Agreement entered into this ____ day of _____, 2002, by the Iona-McGregor Fire Protection and Rescue Service District, an Independent Special Purpose Taxing District as described in 97-340 Laws of Florida, hereinafter referred to as "District", and Lee County, a Political Subdivision and Charter County of the State of Florida, hereinafter referred to as "County", collective the "Parties".

WHEREAS, District is in the process of constructing a Fire Station, Training Facility, Operations Center and Administrative Center on the property described in Exhibit "A", a copy of which is attached hereto; and

WHEREAS, the District intends to construct sufficient space to house the emergency vehicles of the District, and to provide added space for the use and benefit of emergency vehicles owned by the County in the event of storm, civil emergency, or forced lock down; and

WHEREAS, the County presently has an operational need, in event of storm, civil emergency, or forced lock down, for secure, protected space to house emergency vehicles, and is willing to pay the District for such protection as may be needed on a temporary basis; and

WHEREAS, it is in the best interests of the residents and property owners of the District and the County to have a secure location to house emergency vehicles of the District and the County in time of extreme circumstances, as in the event of a storm, civil emergency, or forced lock down; and

WHEREAS, the construction cost of the facility will be borne by the District, however, the County agrees to pay a proportionate fee for the right of use of space as needed over the twenty-five (25) year expected life of the building.

NOW, THEREFORE, the Parties agree as follows:

1. The District will construct a Fire Station, Training Facility, Administration Center and Emergency Operations Center on the Property described in Exhibit "A". Said building will be approximately 23,000 square feet, which includes bay and apparatus storage and parking space.

2. During the term of this agreement, the District will make available to the County approximately 2,050 square feet of enclosed, secure bay and apparatus space in

the building, capable of housing four (4) advanced life support emergency vehicles, in time of storm, emergency, lock down, or such other occasions as are deemed necessary by County Emergency Management and the District.

3. It is agreed that the use of the space described above shall be as needed on a temporary basis only, and not on a routine, regular or scheduled basis.

4. It is agreed that the District shall assign the emergency vehicle parking space, which shall be non-exclusive, as the vehicles of the District will also be housed in the facility.

5. The County agrees to pay to the District the sum of Two Hundred Twenty-Five Thousand and no/100 dollars (\$225,000.00) for the right to use the above described space, with execution hereof. Said sum shall be paid in three (3) installments as follows: One Hundred Thousand and no/100 dollars (\$100,000.00) due at signing; One Hundred Thousand and no/100 dollars (\$100,000.00) due one (1) year from signing; balance of Twenty-Five Thousand and no/100 (\$25,000.00) due two (2) years from signing.

6. The Parties hereto agree that the right of use of the above described space shall be for a term of twenty-five (25) years commencing on date of certificate of occupancy of the building. Should the right to use terminate as described herein, the sums paid to the District by the County shall be repaid to the County on a pro-rata basis for the years that the space was made available over the term of this agreement (i.e., 1/25 shall be retained by the District for each year, part thereof, of availability.)

7. It is hereby agreed that either party may terminate this agreement upon giving the other party written three hundred sixty-five (365) day notice, and the sums described in paragraph 5 above shall be refunded upon termination of the agreement in accordance with the formula described in paragraph 6 hereof.

8. During the term of this agreement, the County agrees to maintain liability insurance on vehicles and worker's compensation on personnel assigned to said vehicles in such amounts as shall be reasonably required by the District.

9. During the term of this agreement, the District agrees to maintain fire, windstorm and flood insurance on the improvements at no less than full insurable value.

10. During the term of this agreement, in the event of a partial loss or destruction of the improvements, so as to render the space unusable by the County, the term of this agreement shall automatically extend for the time that the space is not usable.

11. During the term of this agreement, in the event of a total loss or destruction of the improvements, so as to render the space unusable, the District shall determine if the improvements are to be rebuilt.

Should rebuilding occur, the County shall be entitled to all benefits of paragraph 10 hereof. Should the improvements not be rebuilt, the County shall be entitled to all remedies contained in paragraph 6 hereof. Nothing contained herein shall limit the Parties' ability to terminate in accordance with paragraph 7 hereof.

12. This agreement shall not be construed to grant any ownership or vesting of title in the County, title to the property described in Exhibit "A" shall remain in the District, its successors and assigns, at all times during this agreement.

13. This agreement is separate and apart from any agreement to house County emergency vehicles and personnel on a regular basis, as may be deemed necessary for protection of the residents and businesses of the District. The Parties hereto reserve the right to enter into such additional interlocal agreements as may be in the best interests of the Parties hereto and the citizens of the County and the District.

14. This agreement shall be binding on the Parties hereto, their successors in interest or assigns.

15. This agreement shall be not recorded in the Public Land Records of Lee County, Florida. This agreement shall, however, be made a part of the public records of the Parties hereto.

16. The County will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

17. 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 by Florida Statutes.

18. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hands and seals on the day, month and year first written above.

IONA-McGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT

By: *Proba L. Kavan*
Chairman

Attest: *Cathy Cornecher*
Secretary

Approved as to form:

William E. Shenko, Jr.
William E. Shenko, Jr.
General Counsel
Iona-McGregor Fire Protection
and Rescue Service District

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM BY:

Office of the County Attorney

EXHIBIT A

DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 24 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF COLLEGE PARKWAY (100.00 FEET WIDE) AND THE EAST LINE OF SAID SECTION 16; THENCE N89°53'48"W ALONG SAID RIGHT-OF-WAY LINE FOR 150.00 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH POINTE BOULEVARD (100.00 FEET WIDE); THENCE S00°06'12"W ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH POINTE BOULEVARD FOR 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 3450.00 FEET; THENCE SOUTHWEST ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 05°28'36" (CHORD BEARING S02°50'30"W) (CHORD 329.85 FEET) FOR 329.78 FEET TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1595 AT PAGE 507, PUBLIC RECORDS OF SAID LEE COUNTY, AND TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 04°52'28" (CHORD BEARING S08°01'02"W) (CHORD 293.42 FEET) FOR 293.51 FEET TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2217 AT PAGE 1863; THENCE N89°53'48"W ALONG THE SOUTH LINE OF SAID PARCEL FOR 403.61 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE N00°06'12"E ALONG THE WEST LINE OF SAID PARCEL FOR 274.90 FEET TO THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1589 AT PAGE 1135; THENCE S89°53'48"E ALONG THE SOUTH LINE OF SAID PARCEL FOR 100.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE N00°06'12"E ALONG THE EAST LINE OF SAID PARCEL FOR 24.40 FEET TO THE SOUTHWEST CORNER OF PARCEL NUMBER 2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1595 AT PAGE 507; THENCE S88°27'07"E ALONG THE SOUTH LINE OF SAID PARCEL FOR 344.12 FEET TO THE POINT OF BEGINNING.