

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

Blue Sheet No. 20030311

1. REQUESTED MOTION:

ACTION REQUESTED: Approve an Interlocal Agreement between Estero Fire Rescue and Lee County.

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 an ambulance station and for sheltering of emergency vehicles / crews in the event of a storm, civil emergency or forced lock down.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:

C7A

3. MEETING DATE:

04-08-2003

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 *Public* ~~County Attorney~~
- C. DIVISION *Safety* ~~General Services~~
- BY: *Andrea R. Frasel*
John Wilson
~~Assistant County Attorney~~

7. BACKGROUND:

Estero Fire Rescue constructed a Fire Station at 21510 Three Oaks Parkway. Lee County needs to provide quarters and shelter their ambulance that services Estero. This facility will allow Lee County to house one (1) emergency vehicle and medical crew.

Account String: GC5260118900.508150 + KF5260100100.504410 *OK*

Attachments: Four (4) executed Original Interlocal Agreement

8. MANAGEMENT RECOMMENDATIONS: Approval

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>Other 3/19/03</i>			G County Manager
					OA	OM	Risk	GC
<i>5-25-02 M... 3/17</i>	<i>3/17</i>			<i>3/13/03</i>	<i>P.M. 3/18/03</i>	<i>3/19</i>	<i>3/18/03</i>	<i>3/18/03</i>
								<i>3-19-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *3/17/03*
Time: *3:35*
Forwarded To:
*Ch. Adams
3-17-03*

RECEIVED BY
COUNTY ADMIN. *RK*
3-18-03
8:00
COUNTY ADMIN.
FORWARDED TO: *AS*
3/19/03

INTERLOCAL AGREEMENT BETWEEN ESTERO FIRE RESCUE AND LEE COUNTY

This agreement entered into this ___ day of _____, 2003, by Estero Fire Rescue, an Independent Special Taxing District of the State of Florida, hereinafter referred to as "EFR", and Lee County, a Political Subdivision and Charter County of the State of Florida, hereinafter referred to as "County", collectively the "Parties".

WHEREAS, EFR has constructed a Fire Station on the property described in Exhibit "A", a copy of which is attached hereto; and

WHEREAS, EFR has constructed space to house the emergency vehicles of the EFR, and can provide 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 the event of storm, civil emergency, or forced lock down, for secure, protected space to house emergency vehicles, and is willing to pay EFR 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 EFR and the County to have a secure location to house emergency vehicles of EFR and the County in time of extreme circumstances, as in the event of a storm, civil emergency, or forced lock down; and

WHEREAS, EFR bore the cost of constructing the facility, 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. EFR constructed a Fire Station on the Property described in Exhibit "A". Said building is approximately 5,647 square feet, which includes enclosed apparatus bay parking space.

2. During the term of this agreement, EFR will make available to the County approximately six hundred sixty-two (662) square feet of enclosed apparatus bay parking space in the building, capable of housing one (1) 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 EFR.

3. The County agrees to pay to EFR the sum of One Hundred Eighteen Thousand Eight Hundred Thirty-Five and 62/100 dollars (\$118,835.62) for the right to

use the above described space, with execution hereof. Said sum shall be paid in two (2) payments as follows: Fifty-Nine Thousand Four Hundred Seventeen and 81/100 dollars (\$59,417.81) due at signing; Fifty-Nine Thousand Four Hundred Seventeen and 81/100 dollars (\$59,417.81) due one (1) year from signing.

4. The Parties hereto agree that the right of use of the above described space shall be for a term of twenty-five (25) years upon execution of the agreement. Should the right to use be terminated by EFR as described herein, the sums paid to EFR 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 EFR for each year, part thereof, of availability).

5. The County agrees to pay to EFR Common Area Maintenance (CAM) charges of Eleven Thousand Two Hundred Ninety-Four and 00/100 dollars (\$11,294.00) annually which includes utilities. The CAM charges shall be adjusted annually for inflation by February of the next budgetary cycles.

6. 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 3 above shall be refunded upon termination of the agreement in accordance with the formula described in paragraph 4 hereof.

7. 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 EFR.

8. During the term of this agreement, EFR agrees to maintain fire, windstorm and flood insurance on the fire station as deemed appropriate by EFR.

9. During the term of this agreement, in the event of a partial loss or destruction of the fire station, 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.

10. During the term of this agreement, in the event of a total loss or destruction of the fire station, so as to render the space unusable, EFR shall determine if the fire station is to be rebuilt.

Should rebuilding occur, the County shall be entitled to all benefits of paragraph 9 hereof. Should the fire station not be rebuilt, the County shall be entitled to all remedies contained in paragraph 4 hereof. Nothing contained herein shall limit the Parties' ability to terminate in accordance with paragraph 6 hereof.

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

12. This agreement includes housing County emergency vehicles and EMS personnel on a regular basis and may house County emergency vehicles (space permitting), as it is deemed necessary for protection of the residents and businesses of EFR. 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 EFR.

13. The Fire Chief of EFR and County will agree, by a separate executed letter, to develop a list of duties and guidelines for County employees to follow while regularly housed on the property described in Exhibit "A".

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 loses 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.

ESTERO FIRE RESCUE

By: Richard G. Schweers
Richard G. Schweers, Chairman

Attest: Dennis J. Merrifield
Dennis J. Merrifield, Chief

Approved as to form:

Charles F. Schoech
Charles F. Schoech
General Counsel, EFR

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"

Parcel 7A:

The West 120.00 feet of the East 230.00 feet of that part of the North half of the Northeast quarter of the Northeast quarter of the Southeast quarter of Section 34, Township 46 South, Range 25 East, Lee County, Florida, lying South of the centerline of the Estero River, and

Parcel 7A-1:

The East 110.00 feet of that part of the North half of the Northeast quarter of the Northeast quarter of the Southeast quarter of Section 34, Township 46 South, Range 25 East, Lee County, Florida, lying South of the centerline of the Estero River.

Parcel 7B:

The West 120.00 feet of the East 230.00 feet of the South half of the Northeast quarter of the Northeast quarter of the Southeast quarter of Section 34, Township 46 South, Range 25 East, Lee County, Florida; and

Parcel 7B-1:

The East 110.00 feet of the South half of the Northeast quarter of the Northeast quarter of the Southeast quarter of Section 34, Township 46 South, Range 25 East, Lee County, Florida.

Parcel 8:

That part of Lot C-30 of Florida Gulf Coast Land Company's Subdivision according to the plat thereof recorded in Plat Book 1 at Page 59 of the Public Records of Lee County, Florida, lying East of a line running from the Southeast corner of said Lot C-30, Northwestwardly to a point on the North line of said Lot C-30, said point being 230.00 feet West of the Northeast corner of said Lot C-30 of Section 34, Township 46 South, Range 25 East, Lee County, Florida.

Physical Address: 21510 Three Oaks Parkway
Estero, Florida 33928

Strap # 34-46-25-00-00023.0010