

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

Blue Sheet No. 20040470

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Interlocal Agreement between Lee County and the Tice Fire Protection & Rescue Service District, providing secure, protected space to Lee County by the District for housing emergency vehicles and personnel for daily EMS business, as well as in the event of a storm, civil emergency or forced lockdown.

**WHY ACTION IS NECESSARY:** The Board of County Commissioners must approve all Interlocal Agreements.

**WHAT ACTION ACCOMPLISHES:** Provides Lee County with much needed space for the use and benefit of emergency vehicles for daily EMS operations as well as in the event of a storm, civil emergency for forced lockdown.

**2. DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT # CW

*C12A*

**3. MEETING DATE:**

*04-27-2004*

**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:**

Tice Fire Protection & Rescue Service District is in the process of constructing a fire station in the Lexington Commerce Center. Lee County has operational space needs for daily EMS operations, as well as in the event of a storm, civil emergency or forced lockdown. This facility will allow Lee County to house apparatus and crew in approximately 3,153 square feet of space. The total amount paid over three years will be \$353,136 plus annual Common Area Maintenance of \$6,306. Paid From: EMS Impact Fees *q.m.*

**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	<i>Fraser</i>	<i>OA</i>	<i>OM</i>	<i>RISK</i>	<i>GC</i>	<i>1504</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

CO. ATTY  
FORWARDED  
TO CO. ADMIN.  
*11/15/04*

RECEIVED BY COUNTY ADMIN:
<i>4-15-04</i>
COUNTY ADMIN FORWARDED TO:
<i>4-16-04</i>

*RK*

**Strayhorn & Strayhorn, P.L.**  
A Professional Limited Liability Company  
2125 First Street, Suite 200, Fort Myers, Florida 33901

Guy M. Strayhorn (1889-1981)  
Norwood R. Strayhorn (1911-1982)  
Guy R. Strayhorn  
E. Bruce Strayhorn, P.L.  
Richard W. Pringle, P.A.

Reply to:  
Richard W. Pringle  
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Telephone: 239/332-4717  
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E-Mail: Richard@strayhornlaw.com

April 13, 2004

VIA HAND DELIVERY

Andrea Fraser  
Lee County Attorney's Office  
P.O. Box 398  
Fort Myers, FL 33902

RE: Interlocal Agreement

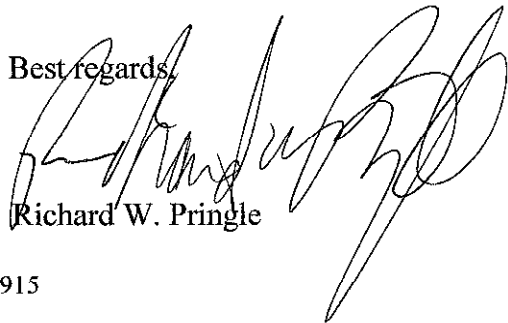
2004 APR 14 PM 4:19  
RECEIVED BY  
LEE CO. ATTORNEY

Dear Andrea:

Pursuant to your office's request, enclosed please find an original copy of the Interlocal Agreement between Tice Fire District and the City of Fort Myers that has been executed by Commissioner Pickering. Another original document is enclosed that has not been executed. Please have Chairman Albion of the Board of Commissioners execute both copies as soon as the Agreement has been approved by the County Commissioners. After the originals have been signed, please return the one that has not been signed by Chairman Pickering to my office.

If you will send me the blue sheet agenda item for the Board of Commissioners meeting in which the Agreement will be addressed, I will make an effort to attend the meeting to answer any questions the Commissioners may have about the Agreement. Please contact me if you require any additional information.

Best regards,

  
Richard W. Pringle

RWP/at

Established 1915

**INTERLOCAL AGREEMENT BETWEEN  
TICE FIRE PROTECTION & RESCUE SERVICE DISTRICT  
AND LEE COUNTY**

This agreement entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the Tice Fire Protection & Rescue Service District, 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 constructing a Fire Station on the property described in Exhibit "A", a copy of which is attached hereto; and

**WHEREAS**, the District has constructed space to house the emergency vehicles of the District, and can provide space for the use and benefit of personnel and emergency vehicles owned by the County for daily EMS operations and in the event of storm, civil emergency, or forced lock down; and

**WHEREAS**, the County presently has operational needs for daily EMS business, in event of storm, civil emergency, or forced lock down, for secure, protected space to house emergency vehicles and personnel, 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 personnel and emergency vehicles of the District and the County for daily EMS operations and in time of extreme circumstances, as in the event of a storm, civil emergency, or forced lock down; and

**WHEREAS**, the District 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 fifty (50) year expected life of the building.

**NOW, THEREFORE**, the Parties agree as follows:

1. The District constructed a Fire Station on the Property described in Exhibit "A". Said building is approximately 13,592 square feet, which includes enclosed apparatus bay parking space.
2. During the term of this agreement, the District will make available to the County approximately 3,153 square feet of enclosed apparatus bay parking space and crew quarters in the building, capable of routinely housing an advanced life support emergency vehicle and three crewmembers. In time of storm, emergency, lock down, or such other occasions as are deemed necessary by County and the District, the

District will agree to house another two to three EMS vehicles.

3. The County agrees to pay to the District the sum of Three Hundred Fifty-Three Thousand, One Hundred Thirty-Six dollars (\$353,136) for the right to use the previously described space, with execution hereof. Said sum shall be paid in three (3) payments as follows: One Hundred Fifty-Three Thousand, One Hundred Thirty-Six and 00/100 (\$153,136.00) due at signing; One Hundred Thousand (\$100,000) due one (1) year from signing; and One Hundred Thousand (\$100,000) due two (2) years from signing.

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

5. The Parties hereto agree that the right of use of the previously 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 the District as described herein, the sums paid to the District by the County shall be repaid to the County minus a pro-rata amount for the years that the space was made available to the County over the term of this agreement (i.e., 1/25 shall be retained by the District for each year, part thereof, of availability).

6. The County agrees to pay to the District annual Common Area Maintenance (CAM) charges of Six Thousand Three Hundred and Six dollars (\$6,306) which includes all maintenance and utilities. This CAM charge may be, by mutual agreement, adjusted annually for inflation each February of the next year's budgetary cycle.

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 4 above shall be refunded upon termination of the agreement by the District.

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 fire station and/or business personal property as deemed appropriate by the District.

10. 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 be extended for the amount of 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 fire station, so as to render the space unusable, the District shall determine if the fire station is to be rebuilt.

12. This agreement shall not be construed to grant any ownership or vesting of title to 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 includes housing County emergency vehicles and personnel on a regular basis, as it is 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. The Assistant Chief of the District 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".

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

16. 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.

17. The County agrees to and shall indemnify, defend, and hold the District harmless with respect to any claims, causes of action, losses (including losses of personal property), damages (including damages for personal injury or death), cost, expenses (including attorneys' fees and other professional fees and expenses), and any and all liability incurred by the District as a result of any failure by the County (including any official or employee of the County when acting within the scope of their employment to perform or observe any of its obligations under this agreement, including but not limited to any liability arising under circumstances in which a private person would be held liable in accordance with the general laws of the State of Florida). The County's liability pursuant to its indemnification of the District as described above shall be subject to the limitations as set forth in Section 768.28, Florida Statutes.

18. 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.

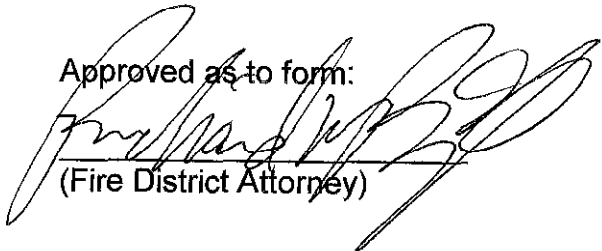
19. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect..

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

TICE FIRE AND RESCUE SERVICE DISTRICT

By:   
Ted Pickering, Chairman

Approved as to form:

  
(Fire District Attorney)

ATTEST:

CHARLIE GREEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY  
COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
John Albion, Chairman

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Office of the County Attorney

EXHIBIT "A"

Lots 7, 8, and 23 of Lexington Commerce Center.