

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize Chairman to approve an amendment and change order to an interlocal agreement with the City of Cape Coral pertaining to fire protection services within the Burnt Store Area Fire Service MSTU from \$350,000 annually to \$442,000, and furnish an additional \$105,000 annually for fire prevention services. Funds are available.

WHY ACTION IS NECESSARY: Changes to interlocal agreements require Board approval.

WHAT ACTION ACCOMPLISHES: Addresses the cost of increased fire protection services to residents of the Burnt Store MSTU District by the City of Cape Coral, and provides fire prevention services to the District.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 4

CTB

3. MEETING DATE:

02-15-2005

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 Independent
- C. DIVISION Public Safety
- BY: John D. Wilson, Director

7. BACKGROUND: The current fire protection service agreement for the Burnt Store MSTU District was executed in 1995 with the City of Cape Coral. Since then, changes to national protocols governing fire response (i.e., the "two in, two out" rule) combined with the increased growth experienced in this area has increased costs for these services. Additionally, fire prevention services for structures other than one or two family residences were not included in the executed agreement. Given the Burnt Store area's relative geographic isolation and mix of buildings of different ages, the County believes such services are needed for this area given its recent growth.

The attached agreement addresses these issues by increasing the funding amount furnished annually for fire protection, and providing an additional amount to cover fire prevention services provided by the City of Cape Coral. Fire prevention services would include fire plan review, construction inspection services, mandatory fire safety inspections, and informing the County building official of any fire safety matters requiring correction.

Funds are available in Account GC5220110204.503490 (Non-Department, Burnt Store Fire Protection, Other Contracted Services) in the amount of \$547,000.

Burnt Store Area Fire Service MSTU, Public Safety Division, Fire Protection Program, Other Contracted Services

Attachments: two copies of Amendment and Change Order to Interlocal Agreement.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 01/30/05	<i>[Signature]</i> 2/11	N/A		<i>[Signature]</i> 2/2/05		<i>[Signature]</i> 2/3/05	<i>[Signature]</i> 2/3/05	<i>[Signature]</i> 2/3/05	<i>[Signature]</i> 2-3-05

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *2/2/05*
Time: *10:00*
Forwarded To: *Subject*
2/10/05 10:30 AM

RECEIVED BY COUNTY ADMIN: *PM*
2/2/05
11:25 AM 2/3/05
COUNTY ADMIN FORWARDED TO: *PL*
2/3/05
4PM

AMENDMENT AND CHANGE ORDER TO INTERLOCAL AGREEMENT

This Amendment and Change Order to Interlocal Agreement made and entered into this ____ day of _____, 200____, by and between the CITY OF CAPE CORAL, FLORIDA, a municipal corporation, hereinafter "CITY," and LEE COUNTY, FLORIDA on behalf of the BURNT STORE AREA FIRE SERVICE MUNICIPAL SERVICE TAXING UNIT, an M. S. T. U. established by LEE COUNTY pursuant to the authority of Section 125.01, Florida Statutes, hereinafter "UNIT."

WHEREAS, the parties hereto have previously entered into an Interlocal Agreement dated September 27th, 1995 for the purpose of providing fire protection service to properties located within the UNIT; and

WHEREAS, said agreement provides that its term will expire on September 30, 2005; and

WHEREAS, due to population growth and increased construction activities in the area of the UNIT, CITY has experienced an increase in operating costs and has increased the number of personnel assigned to the station that provides service to the UNIT; and

WHEREAS, COUNTY desires to expand the responsibilities of CITY within the boundaries of the MSTU to include the provision of fire prevention services for other than one and two family residences; and

WHEREAS, Section 10 of the Interlocal Agreement provides that the terms and provisions contained in the Agreement may be amended or modified, in writing, by the agreement of both parties and executed in a manner similar to the Agreement; and

WHEREAS, Section 3 of the Interlocal Agreement provides that any “Additional Services” requested by the UNIT shall be administered and executed as a “Change Order” under the Interlocal Agreement; and

WHEREAS, the parties desire to amend certain terms of the Interlocal Agreement and authorize a “Change Order” for certain “Additional Services” as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The following Additional Services are hereby added to the “Scope of Services,” pursuant to a “Change Order” to the existing Interlocal Agreement:

CITY agrees to provide Fire Prevention services and fire plan review and construction inspection services for all occupancies within the boundaries of the Burnt Store MSTU that are not one- or two-family structures. Such services shall be performed by CITY in accordance with Florida Statutes Chapter 633 and the City of Cape Coral Code of Ordinances. COUNTY shall provide all building construction plans review and inspections with the exception of fire prevention and control as defined in Chapter 633 of the Florida Statutes. Pursuant to the CITY’s responsibility as contained in Section 633.025, Florida Statutes (minimum fire safety standards), CITY will conduct all necessary or mandatory fire safety inspections and shall inform the COUNTY Building Official of any fire safety matters that require correction. COUNTY shall be responsible for the enforcement of all applicable fire safety standards in a timely manner and shall report the abatement and disposition of reported violations to CITY. CITY agrees to

provide all necessary technical assistance to the COUNTY Building Official to facilitate this process.

2. Section 4.b. of the Interlocal Agreement is hereby amended to increase the compensation to be paid to CITY by UNIT for SERVICES from Three Hundred Fifty Thousand Dollars (\$350,000) annually, to Four Hundred Forty-Two Thousand Dollars (\$442,000) annually, commencing on October 1, 2003 and continuing for the remaining term of the Interlocal Agreement. The compensation to be paid to CITY by UNIT for ADDITIONAL SERVICES (fire prevention services) shall be One Hundred Five Thousand Four Hundred Dollars (\$105,400) annually, commencing on the date when CITY commences providing fire prevention services for UNIT pursuant to this Agreement. All costs or fees, such as those for the Property Appraiser, the Tax Collector, and the County, shall be paid by the UNIT in addition to the agreed upon amount. Payments of One Hundred Ten Thousand Five Hundred Dollars ((\$110,500) each shall be made on a quarterly basis. A copy of the Interlocal Agreement is attached hereto as Exhibit "A."

3. In all other respects, the Interlocal Agreement between the parties shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Interlocal Agreement the date and year written above.

ATTEST:

LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
County Attorney's Office

ATTEST:

CITY OF CAPE CORAL

BY: Bonnie J. Vent
Bonnie J. Vent, City Clerk

By: Arnold E. Kempe
Arnold E. Kempe, Mayor

APPROVED AS TO FORM:

By: Marilyn W. Miller
City Attorney's Office