

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

Blue Sheet No. 20051659

1. ACTION REQUESTED/PURPOSE: Approve amendment to Interlocal Agreement between the County and City of Fort Myers for the construction and occupancy of the City's Trailhead Five - EMS Station located at the northwest corner of Veronica S. Shoemaker and Shoemaker Lane.

2. WHAT ACTION ACCOMPLISHES: Permits the construction of the station to proceed forward in spite of the increased costs to the County and the City in the amount of \$1,463,219.81 which will be divided in half. Amendments to interlocal agreements must be approved by the Board.

3. MANAGEMENT RECOMMENDATION: Recommend approval of the Amendment to the Interlocal Agreement.

4. Departmental Category: 7 C7A		5. Meeting Date: 12-06-2005
6. Agenda:		7. Requirement/Purpose: (specify)
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	8. Request Initiated: Commissioner _____ Department <u>Public Safety</u> Division <u>EMS</u> By: <u>Chris [Signature]</u> Deputy Director Public Safety
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	
<input type="checkbox"/> Public	<input type="checkbox"/> Other	
<input type="checkbox"/> Walk-On		

9. Background:

On February 22, 2005 the Board approved the original Interlocal Agreement between the County and City of Fort Myers for the construction and occupancy of the City Trailhead Fire - EMS Station. In that agreement the construction cost was estimated at \$2 Million, but with the rising cost of construction, the agreement provided for the ability to amend the agreement, if the cost exceeded \$2 Million. The construction is projected to cost \$3,513,219.81 which is \$1,463,219.81 more than originally projected. Of the construction cost the County will pay \$2,231,609.91 and the City will contribute \$1,281,609.90 and the land on which to build the station.

Building this station allows for a more timely response for the community's health, safety, and welfare. This would also allow for co-location of services, which coincides with the Board's direction to Public Safety to enter into cooperative ventures with Fire Departments.

AMENDED

Attachment: Interlocal Agreement for City's Trailhead Fire - EMS Station (3)

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

Approved

Deferred

Denied

Other

RECEIVED BY
COUNTY ADMIN:
11-17-05
3:47
COUNTY ADMIN
FORWARDED TO: <i>[Signature]</i>
11-17-05
4:45 pm

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN LEE COUNTY AND THE CITY OF FORT MYERS
FOR THE CONSTRUCTION AND OCCUPANCY OF THE
CITY'S TRAILHEAD FIRE - EMS STATION**

THIS AMENDMENT to the Agreement for the Construction and Occupancy of the City of Fort Myers' Trailhead Fire - EMS Station dated February 22, 2005, is made and entered into this ____ day of _____, 2005, by and between LEE COUNTY, a political subdivision and charter county of the State of Florida, hereinafter referred to as "COUNTY", and the CITY OF FORT MYERS, an incorporated City within Lee County, hereafter referred to as "CITY", collectively, the "Parties".

RECITALS

WHEREAS, the CITY and the COUNTY entered into an Interlocal Agreement regarding their respective duties and responsibilities for the Trailhead Fire - EMS Station; and,

WHEREAS, the CITY and the COUNTY, pursuant to Florida Statutes, may enter into such Agreement; and,

WHEREAS, it is in the public interest of both the CITY and the COUNTY to amend the Interlocal Agreement dated February 22, 2005, attached hereto as Exhibit "A", to provide additional funding and a time extension for the project.

NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the CITY and the COUNTY hereby agree to amend the Interlocal Agreement as follows:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

2. The Agreement is hereby amended as follows, with underlined language being the amendment to previously adopted text and deleted language being shown by strike-through type.

The COUNTY will fund construction costs up to ~~One and One-half Million Dollars (\$1,500,000.00)~~ Two Million Two Hundred Thirty-One Thousand Six Hundred Nine Dollars and Ninety-One Cents (\$2,231,609.91) and the CITY will fund construction costs up to ~~Five Hundred-Fifty Thousand Dollars (\$550,000.00)~~ One Million Two Hundred Eighty-One Thousand Six Hundred Nine Dollars and Ninety Cents (\$1,281,609.90) for a station to be owned by the City and built on City-owned property. ~~If construction costs exceed \$2 Million, this agreement will be brought back to the City and the County to address the proportionate sharing of the overages.~~

3. Section III of the Interlocal Agreement is hereby amended as follows, with underlined being the amendment to previously adopted text and deleted language being shown by strike-through type.

C. The COUNTY agrees to fund the construction costs up to, but not exceeding, ~~One and One-Half Million Dollars (\$1,500,000.00)~~ Two Million Two Hundred Thirty-One Thousand Six Hundred Nine Dollars and Ninety-One Cents (\$2,231,609.91).

- D. The CITY agrees to fund the construction costs up to ~~Five Hundred Fifty Thousand Dollars (\$550,000.00)~~ One Million Two Hundred Eighty-one Thousand Six Hundred Nine Dollars and Ninety Cents (\$1,281,609.90).
- E. ~~If the total cost of design, permitting and construction exceed \$2 Million Dollars, the County and the City agree to proportionally share the overage. The CITY agrees to pay the COUNTY the sum of Five Hundred Fifty Thousand Dollars (\$550,000.00) 30-days after execution of the amended agreement, by both Parties. Thereafter, the CITY agrees to pay the COUNTY the sum of Five Hundred Thousand Dollars (\$500,000.00) 60 days after execution of the amended agreement by both Parties. Upon issuance of the Certificate of Occupancy, the CITY will pay to the COUNTY the balance owed.~~

5. All of the remaining terms in the Interlocal Agreement dated February 22, 2005, attached hereto, remain the same.

IN WITNESS WHEREOF, the Parties hereto have caused the execution hereby by their duly authorized officials on the date set forth above.

ATTEST:

CITY OF FORT MYERS

By: _____
City Clerk

By: _____
Mayor Jim Humphrey

APPROVED AS TO FORM:

By: _____
Grant W. Alley, City Attorney

ATTEST: CHARLIE GREEN
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

INTERLOCAL AGREEMENT

BETWEEN LEE COUNTY AND THE CITY OF FORT MYERS
FOR THE CONSTRUCTION AND OCCUPANCY OF THE
CITY'S TRAILHEAD FIRE - EMS STATION

THIS INTERLOCAL AGREEMENT is made this 22nd day of February, 2005, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, ("County"), and the **CITY OF FORT MYERS**, a Florida municipal corporation located within Lee County ("City"), collectively, the "Parties" hereto, for the development and the County's partial occupancy of the new Trailhead Fire - EMS Station located at Northwest corner of Veronica S. Shoemaker Avenue and Shoemaker Lane, Fort Myers ("Station").

The Station is being proposed by the Parties as a one-story structure, that includes offices, apparatus bays, living quarters, meeting rooms and storage with the total building foot print not to exceed 15,000 square feet. The County will fund construction costs up to One and One-Half Million Dollars (\$1,500,000.00), and the City will fund construction costs up to Five Hundred-Fifty Thousand Dollars (\$550,000.00) for a station to be owned by the City and built on City-owned property: If construction costs exceed \$2 Million, this Agreement will be brought back to the City and the County to address the proportionate sharing of the overages. Upon completion of construction, the County agrees to transfer all ownership and operation of the Station to the City. The City agrees to lease to the County for a term of fifty (50) years, sufficient space for up to two (2) ambulance crews, their vehicles and equipment.

CO #1
2-22-05

WITNESSETH:

WHEREAS, the County needs additional space for housing its ambulance crews and equipment to respond more timely to the public's health, welfare and safety demands; and,

WHEREAS, the City desires to build a fire station on City-owned land to respond more timely to the City's citizens for their health, welfare and safety; and,

WHEREAS, the County and the City agree to jointly fund construction costs for the new City Station to be located at the Northwest corner of Veronica S. Shoemaker Avenue and Shoemaker Lane; and,

WHEREAS, upon completion of the Fire Station and in consideration of the County's contribution to construction of said station, the City agrees to lease to the County for a term of fifty (50) years, sufficient space for up to two (2) ambulance crews, their vehicles and equipment.

WHEREAS, in order for the Parties to better coordinate and accommodate each other's needs with respect to the construction and configuring of the Station, the Parties desire to enter into an Interlocal Agreement prior to the construction of and the start of the execution of a lease for the County's occupancy of the building; and,

WHEREAS, pursuant to Florida law, both Parties possess the legal authority to enter into such an Interlocal Agreement, the concept and execution of which serves a public purpose and is to the benefit of the citizens of both Parties.

NOW THEREFORE, based upon the above premises and in consideration of the mutual terms, conditions and promises as set out further herein, the sufficiency of which are acknowledged, the Parties agree as follows:

I. RECITALS

The Recitals as set forth above are incorporated into the terms of this Interlocal Agreement as if set out herein at length.

II. DESIGN AND CONSTRUCTION OF THE STATION

- A. The County agrees to obtain all necessary permits and approvals to design and construct the Station at its sole cost and expense; to include clearing of the proposed site, along with the removal and site remediation of any underground appurtenances.
- B. The County will be responsible for the exterior design and landscaping of the Station, but will consult with, and obtain input from the City on such matters.
- C. The Parties certify that the Station will meet all state and federal requirements for access, to include ADA.
- D. The Parties estimate that the Station will be completed and ready for occupancy, as evidenced by a Certificate of Occupancy (C.O.), in January, 2006, upon which time the City and the County will enter into a fifty (50)-year lease for the County's portion of the Station which form is illustrated in Exhibit "A"

III. OBLIGATIONS RELATED TO DESIGN, CONSTRUCTION AND OCCUPANCY OF THE STATION

- A. The County and the City agree to cooperate on the design and construction of the Station.
- B. The County and the City agree to jointly select the County's Construction Manager to oversee the Project.

- C. The County agrees to fund the construction costs up to, but not exceeding, One and One-Half Million Dollars (\$1,500,000.00).
- D. The City agrees to fund the construction costs up to Five Hundred-Fifty Thousand Dollars (\$550,000.00).
- E. If the total cost of design, permitting and construction exceed \$2 Million Dollars, the County and the City agree to proportionally share the overage.
- F. The City agrees to assume all future maintenance and operation costs of the Station.
- G. The County recognizes the intrinsic value of the real property, impact fee credit, utilities, etc., brought to this deal by the City. Both the County and the City agree to a reimbursement mechanism taking into account these intrinsic values to offset indebtedness.
- H. The City agrees to provide to the County occupancy of the Station for its use for as long as the County desires to utilize the building for providing ambulance services.

The County shall enter into a Lease Agreement with the City regarding their occupancy of the building upon obtaining the certificate of occupancy at the completion of the project.
- I. The County will staff the Station with two (2) ambulance crews, their vehicles and equipment routinely. During a state of emergency and/or natural disaster, the County may house up to three (3) EMS ambulances, their crews and equipment.

IV. MISCELLANEOUS PROVISIONS

- A. The provisions of this Interlocal Agreement shall be construed so as to effect the purposes as stated herein. The obligations conferred by the provisions of this Interlocal Agreement shall be supplemental to the powers conferred upon the Parties by other general, special or local law.
- B. This Interlocal Agreement shall terminate upon issuance of the Certificate of Occupancy, execution of the Lease, and payment of all financial obligations of the project.

V. NOTICES

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the County, at the Office of the County Manager and County Attorney, and to the City, at the Office of the Mayor, City Clerk and City Attorney.

VI. AMENDMENT

This Interlocal Agreement may only be amended in writing and duly executed by the City and the County with the same formalities as this Agreement.

VII. CONSTRUCTION

This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. DEFAULT

If the City or the County shall fail to perform or observe any of the material terms or conditions of this Interlocal Agreement applicable to it for a period of thirty (30) days after receipt of written notice of such default from the other Party, the Party giving notice of default may be entitled to terminate this Interlocal Agreement. Nothing in this Interlocal Agreement shall be construed to create a cause of action for consequential damages for delay. Failure by any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the terms specifically contained in the written waiver and shall not affect any other rights as provided for herein.

IX. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid by a court of competent jurisdiction, the remainder of the Interlocal Agreement shall not be affected thereby, and all other parts of this Interlocal Agreement shall nevertheless remain in full force and effect.

X. LIABILITY

The Parties agree that by execution of this Interlocal Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Section 768.28, Florida Statutes.

XI. FILING

This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City of Fort Myers.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed

on the day and year first written above.

ATTEST:

By: Marie Adams
City Clerk Marie Adams, CMC

CITY OF FORT MYERS

By: Jim Humphrey
Mayor Jim Humphrey

APPROVED AS TO FORM:

By: Grant W. Alley
City Attorney Grant W. Alley

ATTEST: CHARLIE GREEN
CLERK OF THE COURTS

By: Isa Pierce
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Chairman
Chairman

APPROVED AS TO FORM:

By: Andrea L. Fisk
Office of the County Attorney

