

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20051439

- 1. ACTION REQUESTED/PURPOSE:** Authorize Chairman to execute an interlocal agreement with the City of Cape Coral to lease the following square footage for EMS personnel and vehicles (1,012 s.f. at 4816 Chester Street; 992 s.f. of space at 1029 Diplomat Parkway; and 992 s.f. space at 4540 Chiquita Blvd.).
- 2. WHAT ACTION ACCOMPLISHES:** Fulfills an operational need for secure, protected space to house its personnel and emergency vehicles.
- 3. MANAGEMENT RECOMMENDATION:** Staff recommends approval.

4. Departmental Category: 7 C7A		5. Meeting Date: 11-08-2005
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative Appeals <input type="checkbox"/> Public Walk-On	7. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input checked="" type="checkbox"/> Other	8. Request Initiated: Commissioner _____ Department <u>Public Safety</u> Division <u>Emergency Medical Services</u> By: <u>John D. Wilson, Director</u>

9. Background:
 The City of Cape Coral has constructed space to house emergency vehicles and personnel of the City and can provide space for the use and benefit of emergency vehicles owned by the County and County's personnel. The County has an operational need to secure protected space to house its personnel and emergency vehicles; and therefore, with current real estate and construction costs, the proposed interlocal agreement is beneficial for Lee County to pay a proportionate fee for the right to use space within the facilities.

Cost due quarterly is \$1,498.00 (\$5,992 annual)

Funds are available: KF5260100100.504410.733

Attachment 1 - Lease Agreement (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>Christina</i>	<i>[Signature]</i>	<i>N/A</i>		<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
					10/27/05	10/27/05	10/27/05	10/27/05	10/27/05

- 11. Commission Action:**
- Approved
 - Deferred
 - Denied
 - Other

RECEIVED BY
COUNTY ADMIN:
10-27-05
8:42
COUNTY ADMIN
FORWARDED TO: <i>[Signature]</i>
10/27
5PM

Rec. by CoAtty
Date: 10/26/05
Time: 2:50pm
Forwarded To: Co. Mgr.
10/27/05

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
CAPE CORAL AND LEE COUNTY**

This Interlocal Agreement made and entered into this _____ day of _____, 2005, by and between the CITY OF CAPE CORAL, FLORIDA, a municipal corporation, hereinafter "CITY", and LEE COUNTY, a Political Subdivision and Charter County of the State of Florida, hereinafter "COUNTY", collectively "PARTIES".

RECITALS

WHEREAS, the CITY constructed, and will construct in the future, Fire Stations at various locations within the city limits of Cape Coral; and

WHEREAS, the CITY has constructed space to house emergency vehicles and personnel of the CITY and can provide space for the use and benefit of emergency vehicles owned by the COUNTY and the COUNTY'S personnel; and

WHEREAS, the COUNTY presently has as operational need for secure, protected space to house its personnel and emergency vehicles, and is willing to pay CITY for such protected space on a regular basis; and

WHEREAS, the health, safety, and welfare of the residents and property owners of the CITY and the COUNTY will be enhanced by having a secure location for the COUNTY'S emergency personnel and vehicles; and

WHEREAS, the CITY bore the cost of constructing said facilities and will continue to expend costs on maintaining the facilities, the COUNTY agrees to pay a proportionate fee for the right to use space within the facilities.

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

SECTION I.
SCOPE OF SERVICES

The CITY constructed Fire Stations on the following described property. During the term of this agreement the CITY will make available to the COUNTY the following approximate square footage for enclosed apparatus bay parking space for COUNTY emergency advanced life support vehicles at each Fire Station and the housing of two (2) COUNTY emergency medical services personnel.

Fire Station #1 - 4816 Chester Street, Cape Coral, Florida, - 1,012 square feet
Fire Station #5 - 1029 Diplomat Parkway, Cape Coral, Florida, - 992 square feet
Fire Station #6 - 4540 Chiquita Blvd., Cape Coral, Florida - 992 square feet.

SECTION II.
COMPENSATION AND METHOD OF PAYMENT

The COUNTY agrees to pay the CITY two (2) dollars per square foot per year for the right to use the above described space. The following sums shall be paid on a quarterly basis by the COUNTY to the CITY:

Fire Station #1 - \$2,024.00 per year (\$506.00 per quarter)
Fire Station #5 - \$1,984.00 per year (\$496.00 per quarter)
Fire Station #6 - \$1,984.00 per year (\$496.00 per quarter)

TOTAL \$5,992.00 per year (\$1498.00 per quarter)

The CITY agrees to provide space for the COUNTY within any existing fire station, built prior to or within the year 2004, at the two (2) dollar per square foot rate.

SECTION III
NEWLY CONSTRUCTED STATIONS

For newly constructed fire stations, built by the CITY after 2004, the COUNTY agrees, should they require space within a newly constructed fire station, to pay to the CITY for the right to use the space an amount equal to the construction debt to the CITY, amortized over twenty-five

(25) years, divided by the percentage of space utilized within the fire station, then divided by twelve (12), equaling the monthly amount due. (example: The County requests utilizing 850 sq. ft. of a 10,000 sq. ft. fire station (8.5%). Total debt of construction is \$2.5 million, divided by 25 years, equals \$100,000.00 per year, divided by 8.5, resulting in an annual payment of \$8,500 by the County to the City.)

SECTION IV
TERM OF AGREEMENT FOR SERVICES

This Interlocal Agreement shall be for a term of five (5) years from the date of execution of this agreement. This Interlocal Agreement shall automatically renew on a yearly basis, including any increase in the CAM charges. Either Party may, upon written notice, terminate this Interlocal Agreement. Notice of termination must be given prior to ninety (90) days from the expiration of the Interlocal Agreement. If this Interlocal Agreement is terminated, the COUNTY'S financial obligations will cease from the date of termination.

SECTION V
INSURANCE

A. During the term of this agreement, the COUNTY agrees to maintain liability insurance on vehicles and workers compensation on personnel assigned to said fire stations in such amounts as shall be reasonably required by the CITY.

B. During the term of this agreement, the CITY agrees to maintain fire, windstorm and flood insurance on the fire stations as deemed appropriate by the CITY.

SECTION VI
LOSS

During the term of this agreement, in the event of a partial loss or destruction of a fire station, as to render the space unusable by the COUNTY, the sum due from the COUNTY to the

CITY shall be adjusted accordingly.

SECTION VII
TITLE

This agreement shall not be construed to grant ownership or vesting of title to the COUNTY, title to the property shall remain with the CITY.

SECTION VIII
HOUSING OF VEHICLE AND PERSONNEL

This agreement includes housing COUNTY emergency vehicles and emergency medical service personnel on a regular basis and may house COUNTY emergency vehicles (space permitting), as is deemed necessary for protection of the residents and businesses of the CITY. The Parties hereto reserve the right to enter into such additional interlocal agreements as may be in the best interests of the Parties and the health, safety, and welfare of the citizens of the COUNTY and the CITY.

SECTION IX
HOLD HARMLESS

The COUNTY agrees to indemnify, defend and hold the CITY harmless from any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the COUNTY'S errors, omissions, and/or negligence for services related to this agreement. The COUNTY shall not be liable to, nor be required to indemnify the CITY for any damages arising out of any error, omission, and/or negligence of the CITY, its employees, agents or representatives. This Section shall not be interpreted to be a waiver of sovereign immunity by the COUNTY or the CITY.

SECTION X
SEVERABILITY

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

SECTION XI
AMENDMENT

This Agreement shall not be amended or modified unless in writing and executed by the COUNTY and the CITY.

SECTION XII
FILING

This Agreement shall be filed with the Lee County Clerk of Court by the COUNTY.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement effective the day and year first written above.

ATTEST: Charlie Green,
Clerk of Court

By: _____
Deputy Clerk

Lee County Board of County
Commissioners, Florida

By: _____
Chairman

Approved as to form:

By: _____
Office of the County Attorney

ATTEST: City of Cape Coral

By: _____
Bonnie J. Vent, City Clerk

City Council for Cape Coral, Florida

By: _____
Eric P. Feichthaler, Mayor

Approved as to form:

By: _____
Brian R. Bartos
Assistant City Attorney

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