

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

Blue Sheet No. 20021234

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve an Interlocal Agreement between San Carlos Park Fire Protection and Rescue Service District and Lee County. Approve transfer from EMS Impact Fees Reserves in the amount of \$100,000.00.

**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 emergency vehicles in the event of a storm, civil emergency or forced lock-down.

**2. DEPARTMENTAL CATEGORY:**

COMMISSION DISTRICT # County-wide **C12A**

**3. MEETING DATE:**

**11-12-2002**

**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:**

San Carlos Park Fire Protection and Rescue Service District is in the process of constructing a Fire Station, Training Facility, Operations Center and Administrative Center on Ben Hill Griffin Parkway. Lee County is in need of shelters to house their emergency vehicles in the event of an emergency. This facility will allow Lee County to house four (4) emergency vehicles on a temporary basis in the event of an emergency. Account string: GC5260118900.508150.

Attachments: Three (3) executed Original Interlocal Agreements

**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>Andrea Fraser</i>	OA <i>10/31/02</i>	OM <i>11/11</i>	RISK <i>10/31/02</i>	GC <i>10/31/02</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY  
COUNTY ADMIN. *RY*  
*10/31/02*  
COUNTY ADMIN.  
FORWARDED TO: *PL*  
*10/31/02*  
*2:30 pm.*

CO. ATTY. IS  
FORWARDED  
TO CO. ADMIN.  
*[Signature]*

CO. ATTY. IS  
FORWARDED  
TO CO. ADMIN.  
*[Signature]*

*AK*

# REQUEST FOR TRANSFER OF FUNDS

FUND NAME: EMS Impact Fees DATE: \_\_\_\_\_ BATCH NO. \_\_\_\_\_

FISCAL YEAR: FY 02-03 FUND #: 18900 DOC TYPE: YB LEDGER TYPE: BA

TO: Non-Dept. EMS Impact Fees  
 (DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:  
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.  
 (EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
GC5260118900.508150	Grants & Aids to Local Govt.	\$ 100,000
TOTAL TO:		\$ 100,000

FROM: Non-Dept. Reserves  
 (DIVISION NAME) (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890118900.509918	Reserve for Fund Balances	\$ 100,000
TOTAL FROM:		100,000

EXPLANATION: Transfer from reserves as per Bluesheet #20021234 dated 11/12/02.

DIVISION DIRECTOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DBS: APPROVAL  DENIAL \_\_\_\_\_

APPROVAL \_\_\_\_\_ DENIAL \_\_\_\_\_

CO. ADMIN.: APPROVAL \_\_\_\_\_ DENIAL \_\_\_\_\_

DEPARTMENT DIRECTOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

*Patricia Muller* 10/31/02

OPERATIONS ANALYST SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

*C. Williams* 10/31/02

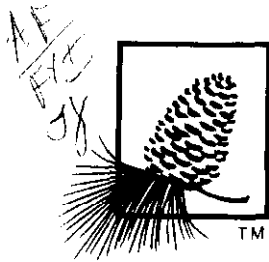
BUDGET OPERATIONS MANAGER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CO. ADMIN. SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BCC APPROVAL DATE \_\_\_\_\_

\_\_\_\_\_  
 BCC CHAIRMAN SIGNATURE

BA NO: \_\_\_\_\_ AUTH CODE: \_\_\_\_\_ TRANS DATE: \_\_\_\_\_



LEWIS, LONGMAN & WALKER, P.A.  
ATTORNEYS AT LAW

HELPING SHAPE  
FLORIDA'S FUTURE®

Reply To: West Palm Beach

- ERIC ASH
- KRISTIN K. BENNETT
- W. O. BIRCHFIELD
- JODY LANE BROOKS
- WILLIAM G. CAPKO
- BETH ANN CARLSON
- MICHELLE DIFENDERFER
- ROBERT P. DIFENDERFER
- KENNETH W. DODGE
- AMY M. DUKES
- BRENNA MALOUF DURDEN
- LAURA JACOBS FEAGIN
- ROSIYNN M. FERGUSON
- WAYNE E. FLOWERS
- JOHN W. FOREHAND
- WALTER E. FOREHAND
- MELISSA GROSS-ARNOLD
- KEVIN S. HENNESSY
- R. STEVEN LEWIS
- TERRY E. LEWIS
- JAMES W. LINN
- ANNE LONGMAN
- G. STEPHEN MANNING
- DAVID E. RAMBA
- KENNETH G. SPILLAS
- EDWIN A. STEINMEYER
- GLENN E. THOMAS
- STEPHEN A. WALKER

October 21, 2002

James G. Yaeger, Esquire  
Lee County Attorney's Office  
P.O. Box 398  
Ft. Myers, FL 33902

02 OCT 23 AM 8:09  
LEE CO. ATTORNEY

RE: San Carlos Park Fire Protection & Rescue Service  
District/Lee County Interlocal Agreement

Dear Jim:

As requested, enclosed are three copies of the referenced interlocal agreement between our client, the San Carlos Fire Protection and Rescue Service District and Lee County. Once the County has executed the originals, I would appreciate it if you would return a copy to this office for our records.

Best wishes as always.

Sincerely yours,

Terry E. Lewis

TEL/sps  
Enclosures

c: Natale J. Ippolito, Fire Chief

I:\Client Documents\San Carlos Park FD\754-000\Corr\Yaeger Ltr.doc

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Suite 300  
Tallahassee, Florida 32301  
(850) 222-5702  
Fax: (850) 224-9242

West Palm Beach Office  
1700 Palm Beach Lakes  
Boulevard, Suite 1000  
West Palm Beach, Florida  
33401  
(561) 640-0820  
Fax: (561) 640-8202

**INTERLOCAL AGREEMENT BETWEEN  
SAN CARLOS PARK FIRE PROTECTION AND RESCUE SERVICE DISTRICT  
AND LEE COUNTY**

Pursuant to Section 163.01 and Chapter 191, Florida Statutes, this Agreement entered into this 10<sup>th</sup> day of October, 2002, by the San Carlos Park Fire Protection and Rescue Service District, an Independent Special Taxing District and political subdivision of the State of Florida, created and operating pursuant to Chapter 2000-397 Laws of Florida, 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 in the process of constructing a Fire Station, Training Facility, Operations Center and Administrative Center on the property described in Exhibit "A", a copy of which is attached hereto; and

**WHEREAS**, the District intends to construct sufficient space to house the emergency vehicles of the District, and to provide added 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 event of storm, civil emergency, or forced lock down, for secure, protected space to house emergency vehicles, 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 County to have a secure location to house emergency vehicles of the District and County in time of extreme circumstances, as in the event of a storm, civil emergency, or forced lock down; and

**WHEREAS**, the construction cost of the facility will be borne by the District, 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. The District will construct a Fire Station, Training Facility, Administration Center and Operations Center on the Property described in Exhibit "A". Said building will be approximately 23,000 square feet, which includes bay and apparatus storage and parking space.
2. During the term of this Agreement, the District will make available to the County approximately 2,600 square feet of enclosed, secure bay and apparatus space in the building, capable of housing three (3) advanced life support emergency vehicles and one (1) supervisory or command vehicle, in time of storm, emergency, lock down, or such other occasions as are deemed necessary by County Emergency Management and the District.

**INTERLOCAL AGREEMENT BETWEEN  
SAN CARLOS PARK FIRE PROTECTION AND RESCUE SERVICE DISTRICT  
AND LEE COUNTY**

3. It is agreed that the use of the space described above shall be as needed on a temporary basis only, and not on a routine, regular or scheduled basis.

4. It is agreed that the District shall assign the emergency vehicle parking space, which shall be non-exclusive, as the vehicles of the District will also be housed in the facility.

5. The County agrees to pay to the District the sum of Three Hundred Twenty Five Thousand and no/100 dollars (\$325,000) for the right to use the above described space with execution hereof. Said sum shall be paid as follows:

One Hundred Thousand and no/100 dollars (\$100,000) due at signing; Fifty Six Thousand Two Hundred Fifty and no/100 dollars (\$56,250) due one (1) year from signing, Fifty Six Thousand Two Hundred Fifty and no/100 dollars (\$56,250) due two (2) years from signing; Fifty Six Thousand Two Hundred Fifty and no/100 dollars (\$56,250) due three (3) years from signing; Fifty Six Thousand Two Hundred Fifty and no/100 dollars (\$56,250) due four (4) years from signing.

6. The Parties hereto agree that the right of use of the above described space shall be for a term of twenty-five (25) years commencing on date of certificate of occupancy of the building. Should the right to use terminate as described herein, the sums paid to the District 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 the District for each year, part thereof, of availability.)

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 5 above shall be refunded upon termination of the Agreement in accordance with the formula described in paragraph 6 hereof.

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 improvements at no less than full insurable value.

**INTERLOCAL AGREEMENT BETWEEN  
SAN CARLOS PARK FIRE PROTECTION AND RESCUE SERVICE DISTRICT  
AND LEE COUNTY**

10. During the term of this Agreement, in the event of a partial loss or destruction of the improvements, 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.

11. During the term of this Agreement, in the event of a total loss or destruction of the improvements, so as to render the space unusable, the District shall determine if the improvements are to be rebuilt.

Should rebuilding occur, the County shall be entitled to all benefits of paragraph 10 hereof. Should the improvements not be rebuilt, the County shall be entitled to all remedies contained in paragraph 6 hereof. Nothing contained herein shall limit the Parties' ability to terminate in accordance with paragraph 7 hereof.

12. This Agreement shall not be construed to grant any ownership or vesting of title in 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 is separate and apart from any agreement to house County emergency vehicles and personnel on a regular basis, as may be 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. This Agreement shall be binding on the Parties hereto, their successors in interest or assigns.

15. Upon execution by the Parties, this Agreement shall be recorded with the Clerk of the Circuit Court of Lee County as required by Section 163.01, Florida Statutes.

16. The County will be liable for money damages in tort for any injuries to or losses 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. In the event of any dispute between the Parties arising out of the terms of this Agreement which results in litigation in any court of competent jurisdiction, the prevailing Party, as evidenced by a final, unappealed order of court granting the relief requested, shall be entitled to its reasonable attorney's fees and costs.

**INTERLOCAL AGREEMENT BETWEEN  
SAN CARLOS PARK FIRE PROTECTION AND RESCUE SERVICE DISTRICT  
AND LEE COUNTY**

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.

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

**SAN CARLOS PARK FIRE PROTECTION  
AND RESCUE SERVICE DISTRICT**

By: Mary Lou Sarofalo  
Chairperson, Board of Fire Commissioners

Attest: Laurenna Sweeney  
Secretary, Board of Fire Commissioners

Approved as to form:

Terry E. Lewis  
Terry E. Lewis  
General Counsel  
San Carlos Park Fire Protection  
and Rescue Service District

**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"

LEGAL DESCRIPTION

ALL THAT PART OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST; LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF SAID SECTION 23, N89°44'39"W 501.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N00°49'43"W 603.03 FEET; THENCE CONTINUE NORTHWESTERLY, 1403.69 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1475.00 FEET, THROUGH A CENTRAL ANGLE OF 54°31'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS N28°05'29"W 1351.32 FEET; THENCE CONTINUE, N55°21'16"W 1684.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE NORTHWESTERLY, 376.43 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2725.00 FEET, THROUGH A CENTRAL ANGLE OF 07°54'54" AND BEING SUBTENDED BY A CHORD WHICH BEARS N51°23'49"W 376.13 FEET; THENCE N42°33'38"E 30.59 FEET; THENCE S59°16'15"E 92.63 FEET; THENCE N38°37'17"E 462.00 FEET; THENCE S55°21'16"E 246.58 FEET; THENCE S34°38'44"W 523.47 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

PARCEL CONTAINES 3.23 ACRES, MORE OR LESS; SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD; BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING N89°44'39"W.