

ORIGINAL

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

This INTERLOCAL AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 20____, by and between City of Cape Coral, Florida, a municipal corporation, hereinafter, "CITY", and Lee County, Florida a Political Subdivision and Charter County of the State of Florida, hereinafter "COUNTY" (collectively the "Parties").

RECITALS

WHEREAS, the CITY constructed Fire Stations on various property described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the CITY has space to house emergency vehicles and personnel of the City and has the ability to provide space for the use and benefit of COUNTY emergency vehicles and support personnel; and

WHEREAS, the COUNTY presently has an 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 within 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 constructed the Fire Stations at its expense and will continue to be solely responsible for all costs associated with maintenance of the Fire Stations; and

WHEREAS, the COUNTY agrees to pay a proportionate fee for the right to use space within the Fire Stations.

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

SECTION I
SPACE TO BE PROVIDED

During the initial and any renewal term(s) of this Agreement as more fully described below, 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 and the housing of COUNTY emergency medical services personnel at each Fire Station as more particularly described in Exhibit "A" attached to this Agreement ("Rental Area"). The Fire Stations are located at:

Fire Station 1 (EMS 4)	4610 Coronado Pkwy., Cape Coral	1,442
Fire Station 3 (EMS 30)	1627 Everest Pkwy., Cape Coral	1,560
Fire Station 5 (EMS 24)	1029 Diplomat Pkwy., Cape Coral	1,131
Fire Station 6 (EMS 36)	4540 Chiquita Blvd., Cape Coral	1,126
Fire Station 8 (EMS 28)	707 SW 1 st Street, Cape Coral	1,625
Fire Station 9 (EMS 14)	4107 Pelican Blvd., Cape Coral	1,440

SECTION II
COMPENSATION

The COUNTY agrees to pay the CITY a rental rate as outlined below for the Rental Area described above in Section I ("Base Rent") and more particularly described in Exhibit "B". The County shall pay each rent payment due under this Agreement on a quarterly basis in advance; the initial payment will be made on February 1, 2109, prorated to \$18,000.00 (2/3 of quarter and \$27,000.00 thereafter), with each payment due at the beginning of each quarter as follows: January 1, April 1, July 1, and October 1 of each year.

Facility	Location	Annual Cost	Quarterly Cost
Fire Station 1 (EMS 4)	4610 Coronado Pkwy., Cape Coral	\$18,706.00	\$4,676.50
Fire Station 3 (EMS 30)	1627 Everest Pkwy., Cape Coral	\$20,250.00	\$5,062.50
Fire Station 5 (EMS 24)	1029 Diplomat Pkwy., Cape Coral	\$14,688.00	\$3,672.00
Fire Station 6 (EMS 36)	4540 Chiquita Blvd., Cape Coral	\$14,612.00	\$3,653.00
Fire Station 8 (EMS 28)	707 SW 1 st Street, Cape Coral	\$21,060.00	\$5,265.00
Fire Station 9 (EMS 14)	4107 Pelican Blvd., Cape Coral	\$18,684.00	\$4,671.00
TOTALS		\$108,000.00	\$27,000.00

SECTION III
TERM OF AGREEMENT AND RENT ADJUSTMENT

A. This Interlocal Agreement shall be for an initial term of five (5) years from the date of execution of this Agreement ("Initial Term"). At the expiration of the Initial Term, the Agreement shall automatically renew on a yearly basis. The County may renew this Agreement for up to five (5) one-year renewal periods, upon the terms and conditions set forth herein, as may be amended from time to time. If the County desires not to renew this Agreement, it shall give the CITY written notice no less than three (3) months prior to the expiration of the Initial Term or any applicable renewal period.

B. Beginning the second year of the Initial Term, and annually thereafter, the Base Rent shall be increased by Two Percent (2.0%) cumulatively

C. Either Party may, with or without cause, upon written notice, terminate this Agreement. Notice of termination must be given no less than one (1) year prior to the expiration of the Initial Term or any renewal term then in effect.

D. All obligations of the COUNTY to pay the Rental Rate under this Agreement are subject to and contingent upon the annual appropriation of the Rental Rate by the Board of County Commissioners. Notwithstanding anything else contained in this Agreement to the contrary, the COUNTY, upon sixty (60) days advance written notice to the CITY, may terminate this Agreement, as a whole, for the next fiscal year of the COUNTY, and for the duration of the Agreement's term, in the event the COUNTY Board of County Commissioners fails to approve the annual appropriation of the Rental Rate due from the COUNTY under this Agreement.

E. Upon termination of this Agreement as to any Rental Area, the CITY will not have any right to accelerate the Agreement payments for the remainder of the Agreement's duration for the subject terminated Rental Area and the COUNTY will be released from all obligations to pay the Rental Rate for the subject terminated Rental Area for the remainder of the Agreement duration after termination.

SECTION IV
INSURANCE

A. The COUNTY agrees to maintain or self-insure as allowable under Florida Statute §768.28, property and casualty insurance on all vehicles and workers compensation insurance on COUNTY personnel assigned to the fire station in such amounts as the COUNTY customarily carries on such vehicles and personnel. These coverages shall be subject to the review of the CITY, which shall not be unreasonably withheld. The COUNTY will be solely liable for and shall carry such insurance policies or self-insure as allowable under Florida Statute §768.28 necessary to cover, any damages or injuries to COUNTY vehicles and personnel, if such damages or injuries are caused by the negligence or other acts or omissions of the County.

B. The CITY agrees to maintain fire, windstorm, and flood insurance on the Fire Station in such amounts as deemed appropriate by the CITY.

SECTION V
LOSS

In the event of a partial or total loss or destruction of the Fire Station, so as to render unusable part or all of the Rental Area by the COUNTY, the Base Rent and any other applicable charges owed by the COUNTY to the CITY shall be reduced accordingly or eliminated, depending upon the extent of the loss to the Fire Station and the COUNTY's continued ability to use the Rental Area for the purposes contemplated by this Agreement.

SECTION VI
TITLE

This Agreement shall not be construed to grant ownership or vesting of fee title of the Fire Station property to the COUNTY, which shall remain at all times with the CITY.

SECTION VII
LIABILITY

To the extent allowed by law and subject to the limitations contained in § 768.28, Florida Statutes, each party assumes responsibility for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within an authorized capacity, arising from the use of the Rental Area under this Agreement. Any claims, lawsuits, judgments, damages, losses and expenses, including attorney's fees, arising from the use of the Rental Area under this Agreement shall be governed by Florida law. However, nothing in this provision shall require either party to indemnify the other for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents or representatives. The Parties agree that, by execution of this Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity or have increased its limits of liability under §768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights and defenses under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations of this Agreement.

SECTION VIII
MAINTENANCE AND REPAIRS

A. The CITY shall maintain the roof and structural portions of the Fire Station, except that any damage(s) caused by COUNTY personnel shall be repaired by the CITY and such costs shall be reimbursed to the CITY by the COUNTY within thirty (30) days of receipt of a detailed invoice(s) itemizing materials and labor.

B. The COUNTY shall maintain its designated sleeping quarters and garage within the Rental Area in a clean and safe condition and repair, subject only to reasonable wear and tear. The CITY shall have the right to inspect the sleeping quarters and garage to confirm that the proper cleanliness and maintenance is being observed. Should the COUNTY fail to make any

maintenance or repairs requested by the CITY within thirty (30) days of such written request, the CITY shall have the right to immediately terminate this Agreement and the COUNTY shall vacate the Rental Area within thirty (30) days of receipt of such written termination.

C. The COUNTY shall not improve or alter the Rental Area in any manner without the prior written consent of the CITY and shall, before making any improvements or alterations, submit plans and designs therefor to the CITY for its approval. The CITY shall not unreasonably deny any requested approval(s). All improvements or alterations made by the COUNTY with the CITY's approval to or upon the Rental Area shall not be removable at the expiration or earlier termination of this Agreement, or at the expiration of any renewal or extension thereof and shall become the property of the CITY.

SECTION IX UTILITIES

The CITY shall be responsible for general utility charges for the Fire Station, to include electricity, water, sewer, and cable.

SECTION X USE OF RENTAL AREA

The Rental Area shall be used by the COUNTY for the sole purposes of housing emergency vehicles and staff. The Rental Area may not be used for the purposes of carrying out any private business, profession, or trade of any kind.

SECTION XI SUBLETTING AND ASSIGNMENT

The COUNTY may not assign this Agreement or sublet or grant any concession or license to use the Rental Area of any part thereof during the term of this Agreement.

SECTION XII DEFAULT

This Agreement is subject to the Parties' performance of the payments, covenants and conditions set forth herein. If the COUNTY defaults in the performance of any such payment of rent installment or any other sum due hereunder (i.e., fails without legal justification to pay any such sum within fifteen (15) business days after such sum is due), or if either Party commits any waste or unnecessary damage upon the Rental Area or if there is any default or material breach of any covenant, condition or term to be performed by the either Party hereunder, then the non-defaulting Party may, at its option:

(1) Declare the Agreement in default and provide written notice of default to the other Party, who shall have a reasonable period of time (not to exceed fifteen (15) business days) to cure the default;

(2) Provide written notice of its intent to terminate the Agreement in accordance with Section III(C) of the Agreement; or

(3) Exercise any and all remedies provided by law or in equity.

In addition, the prevailing Party in any litigation arising under the Agreement shall be entitled to reimbursement of all reasonable legal fees and expenses incurred, and all other fees incurred, including any appeals.

SECTION XIII NOTICES

Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, Certified mail, Return Receipt Requested, directed to the other party at its address provided for below or such address as either party may designate by notice given from time to time in accordance with this section.

If to the COUNTY:	If to the CITY:
Lee County Department of County Lands ATTN: Director Robert Clemens PO Box 398 Fort Myers, FL 33902-0398 Phone – 239-533-8747 Email – clemenrg@leegov.com	Cape Coral Fire Department Attn: Fire Chief PO Box 150027 Cape Coral, FL 33915 Phone 239-574-0501

SECTION XIV VACATION OF RENTAL AREA

Upon the expiration of the term, or earlier termination as provided herein, the COUNTY shall deliver the Rental Area to the CITY in a clean and safe condition, subject only to reasonable wear and tear.

SECTION XV
SEVERABILITY

If any provision of this Agreement is deemed invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect.

SECTION XVI
AMENDMENT

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

SECTION XVII
FILING

The COUNTY shall file this Agreement with the Lee County Clerk of Court.

SECTION XVIII
SCOPE OF THE AGREEMENT

This Agreement, including any incorporated exhibits or amendments, constitutes the entire Agreement between the parties and will supersede and replace any or all prior interlocal agreements or understanding, either written or oral, relating to the same matters herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their proper officials, duly authorized to do so the date above first written.

ATTEST:

**CITY COUNCIL FOR CAPE CORAL,
FLORIDA**

By: _____
Printed Name: _____
Its: _____

By: _____
Printed Name: _____
Its: _____

City Attorney's Office

Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 2018.

ATTEST:
LINDA DOGGETT, CLERK

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Deputy Clerk

BY: _____

[Type or Print Name]
Deputy Clerk

[Type or Print Name]
Chair / Vice-Chair

Approved as to form for the
Reliance of Lee County only:

Lee County Attorney's Office

EXHIBIT "A"
The Property

Fire Station #1 (EMS #4) - The Fire Station improvements owned by the City of Cape Coral located at 4610 Coronado Parkway, Cape Coral, Florida Strap No. 12-45-23-C3-00319.0240, described as follows:

The East 8.27 feet of Lot 20, all of Lots 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30, Block 319, Unit 9, Cape Coral Subdivision according to the Plat thereof, Recorded in Plat Book 13, Pages 7 to 18, inclusive of the Public Records of Lee County, Florida.

Fire Station #3 (EMS #30) - The Fire Station improvements owned by the City of Cape Coral located at 1627 Everest Parkway, Cape Coral, Florida Strap No. 32-44-24-C1-01203.0130, described as follows:

All of Lots 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, Block 1203, Unit 19, Cape Coral Subdivision according to the Plat thereof, Recorded in Plat Book 13, Pages 121 to 135, inclusive of the Public Records of Lee County, Florida.

Fire Station #5 (EMS #24) - The Fire Station improvements owned by the City of Cape Coral located at 1029 Diplomat Parkway East, Cape Coral, Florida Strap No. 31-43-24-C4-02111.0010, described as follows:

All of Lots 1, 2, 71 and 72, Block 2111, Unit 32, Cape Coral Subdivision according to the Plat thereof, Recorded in Plat Book 16, Pages 1 to 3, inclusive of the Public Records of Lee County, Florida.

Fire Station #6 (EMS #36) - The Fire Station improvements owned by the City of Cape Coral located at 4540 Chiquita Boulevard, Cape Coral, Florida Strap No. 09-45-23-C3-04745.0010, described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 48, 49, 50, 51, 52, 53 and 54, Block 4745, Unit 70, Cape Coral Subdivision according to the Plat thereof, Recorded in Plat Book 22, Pages 58 to 87, inclusive of the Public Records of Lee County, Florida.

Fire Station #8 (EMS #28) - The Fire Station improvements owned by the City of Cape Coral located at 707 SW 1st Street, Cape Coral, Florida Strap No. 14-44-23-C1-02550.0110, described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64 and 65, Block 2550; all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 26, 27, 28, 29 and 30, Block 2572, of Cape Coral Unit 37, as recorded in Plat Book 17, Pages 15-29; and that portion of a twenty foot alley in Block 2550, located between NW 7th Place and Nelson Road, approved as Resolution 9-91 by the City Council of Cape Coral on January 28, 1991, recorded February 14, 1991 in Official Record Book 2203, Page 395; and that portion of a street right-of-way located in

Block 2572, approved as Resolution 34-03 by the City Council of Cape Coral on June 2, 2003, recorded June 12, 2003 in Official Record Book 3958, Page 2905, Public Records of Lee County, Florida.

Fire Station #9 (EMS #14) - The Fire Station improvements owned by the City of Cape Coral located at 4107 Pelican Boulevard, Cape Coral, Florida Strap No. 11-45-23-C2-01623.0010, described as follows:

A parcel of land hereby designated "Parcel A": for Fire Station No. 9 boundary purposes being a portion of Block 1623, CAPE CORAL SUBDIVISION, UNIT 30, according to Plat Book 16, Pages 26 through 34, of the Public Records of Lee County, Florida, and more particularly bounded and described as follows:

Commencing at the centerline intersection of Pelican Boulevard (100' right of way) and SW 41st Terrace (70' right of way); Thence N89°31'08"E a distance of 295.06 feet along the centerline of said SW 41st Terrace; Thence N00°28'11"W a distance of 45.00 feet to a point on the northerly right of way line of said SW 41st Terrace and Point of Beginning; Thence S89°31'08"W a distance of 220.06 feet along said north right of way line to a point of curvature of a curve concave to the northeast having a radius of 25.00 feet; Thence northwesterly along said curve to the right a distance of 39.27 feet through a central angle of 90°00'41", said curve is subtended by a chord which bears N45°28'31"W a distance of 35.36 feet to the point of tangency, and a point on the easterly right of way line of said Pelican Boulevard; Thence N00°28'11"W a distance of 302.63 feet along said easterly right of way line; Thence N89°31'08"E a distance of 245.06 feet; Thence S00°28'11"E a distance of 327.63 feet to the Point of Beginning, said parcel containing 80,155 square feet, or 1.8401 acres, more or less. Said parcel is subject to a 6-foot-wide Public Utilities and Drainage Easement coincident with the parcel perimeter.

EXHIBIT "B"
RENTAL AREA

Area To Be Used By The County

Fire Station #1 (EMS #4) - The Rental Area within the Fire Station includes full access to enter and exit, to and from the station and garage, together with full use of break room/TV room area, kitchen, restrooms, gym, and sleeping quarters consisting of three dedicated individual private bedrooms. The City also grants the County enclosed apparatus bay parking of 675 square feet (half bay) for County emergency advanced life support vehicle(s) within the enclosed garage, and on-site parking spaces for the County emergency personnel's personal vehicles that includes full access to enter and exit the parking area.

Fire Station #3 (EMS #30) - The Rental Area within the Fire Station includes full access to enter and exit, to and from the station and garage, together with full use of break room/TV room area, kitchen, restrooms, gym, and sleeping quarters consisting of two dedicated individual private bedrooms. The City also grants the County enclosed apparatus bay parking of 758 square feet (half bay) for County emergency advanced life support vehicle(s) within the enclosed garage, and on-site parking spaces for the County emergency personnel's personal vehicles that includes full access to enter and exit the parking area.

Fire Station #5 (EMS #24) - The Rental Area within the Fire Station includes full access to enter and exit, to and from the station and garage, together with full use of break room/TV room area, kitchen, restrooms, gym, and sleeping quarters consisting of two dedicated individual private bedrooms. The City also grants the County enclosed apparatus bay parking of 535 square feet (half bay) for County emergency advanced life support vehicle(s) within the enclosed garage, and on-site parking spaces for the County emergency personnel's personal vehicles that includes full access to enter and exit the parking area.

Fire Station #6 (EMS #36) - The Rental Area within the Fire Station includes full access to enter and exit, to and from the station and garage, together with full use of break room/TV room area, kitchen, restrooms, gym, and sleeping quarters consisting of two dedicated individual private bedrooms. The City also grants the County enclosed apparatus bay parking of 502 square feet (half bay) for County emergency advanced life support vehicle(s) within the enclosed garage, and on-site parking spaces for the County emergency personnel's personal vehicles that includes full access to enter and exit the parking area.

Fire Station #8 (EMS #28) - The Rental Area within the Fire Station includes full access to enter and exit, to and from the station and garage, together with full use of break room/TV room area, kitchen, restrooms, gym, and sleeping quarters consisting of three dedicated individual private bedrooms. The City also grants the County enclosed apparatus bay parking of 692 square feet (half bay) for County emergency advanced life support vehicle(s) within the enclosed garage, and on-site parking spaces for the County emergency personnel's personal vehicles that includes full access to enter and exit the parking area.

Fire Station #9 (EMS #14) - The Rental Area within the Fire Station includes full access to enter and exit, to and from the station and garage, together with full use of break room/TV room area, kitchen, restrooms, gym, and sleeping quarters consisting of three dedicated individual private bedrooms. The City also grants the County enclosed apparatus bay parking of 666 square feet (half bay) for County emergency advanced life support vehicle(s) within the enclosed garage, in addition 666 square feet (half bay) for one reserve apparatus will be granted at no cost. The City also grants the County on-site parking spaces for the County emergency personnel's personal vehicles that includes full access to enter and exit the parking area.