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INTER

OFFICE

# MEMO

**To:** Hector Flores  
Fire/EMS

**From:** Anne Pfahler  
Deputy Clerk, Commission Minutes

**Subject:** Resolution #2007-045 and Agreement #2007-027

**Date:** March 28, 2007

Per your request the attached are being sent via inter-office mail. Attached is one (1) certified copy of Resolution #2007-045 and one (1) fully executed original of Agreement #2007-027, approved by the Board of County Commissioners on March 27, 2007. We have retained originals of both, for our files.

If you have any questions, please call me on extension 1539.

IMAGED  
4-2-07  
AP

RESOLUTION  
NUMBER 07-045

A RESOLUTION OF THE CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN CHARLOTTE COUNTY AND THE ENGLEWOOD FIRE DISTRICT TO LEASE SPACE AT COUNTY FIRE STATION NO. 14 TO THE ENGLEWOOD FIRE DISTRICT.

RECITALS

WHEREAS, the Englewood Fire District ("District") is an independent special fire control district organized under the laws of the State of Florida; and

WHEREAS, the Englewood Fire District has applied to Charlotte County to lease space at Charlotte County Fire Station No.14, located at 9495 Placida Road, to house a District fire engine in order to better serve the needs of the District; and

WHEREAS, Chapter 125.38, Florida Statutes, permits counties to enter into leases with federal, state or local governments, or departments or agencies thereof, to promote the community interest and welfare; and

WHEREAS, the Board of County Commissioners of Charlotte County ("Board") finds that the District is in need of the requested space at Fire Station No.14 and that said space is not needed for County purposes; and

WHEREAS, the Board, in accordance with the provisions of Chapter 125.38, Florida Statutes, desires to enter into an interlocal agreement with the Englewood Fire District to lease space at Charlotte County Fire Station No.14 to the District.

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

1. The Board of County Commissioners of Charlotte County hereby acknowledges the application of the Englewood Fire District to the Board to lease space at

IMAGED  
4-2-07  
AP


County Fire Station No.14 to house a District fire engine.

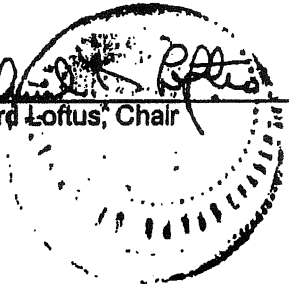
2. The Board hereby approves an interlocal agreement between Charlotte County and the Englewood Fire District wherein Charlotte County will lease space at Fire Station No.14 to the Englewood Fire District to house a District fire engine for a term beginning on April 1, 2007, and ending on September 30, 2010, for the sum of One Thousand Two Hundred Fifty Dollars (\$1250.00) per month.

3. The Board hereby authorizes the Chair of the Board to execute the Interlocal Agreement between Charlotte County and the Englewood Fire District to lease space at Fire Station No.14 to the Englewood Fire District.

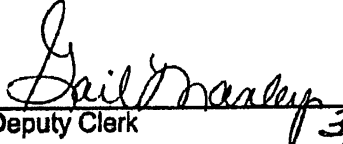
PASSED AND DULY ADOPTED this 27 day of March, 2007.

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

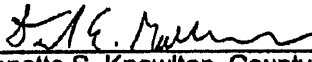
By:   
Richard Loftus, Chair



ATTEST:  
Barbara T. Scott, Clerk of Circuit  
Court and Ex-officio Clerk to the  
Board of County Commissioners

By:   
Deputy Clerk 3/27/07

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By:   
Janette S. Knowlton, County Attorney  
AK

AGR 2007-027  
(Xref Res. 2007-045)

**INTERLOCAL AGREEMENT BETWEEN THE ENGLEWOOD AREA  
FIRE CONTROL DISTRICT AND CHARLOTTE COUNTY**

**THIS AGREEMENT** is made and entered into by and between the ENGLEWOOD AREA FIRE CONTROL DISTRICT, an independent special taxing district of the State of Florida (hereinafter "DISTRICT"), whose mailing address is 599 South Indiana Avenue, Englewood, Florida 34223, and Charlotte County, a political subdivision of the State of Florida (hereinafter "COUNTY"), whose mailing address is 18500 Murdock Circle, Suite 536, Port Charlotte, Florida 33948.

**WITNESSETH:**

**WHEREAS**, both the DISTRICT and the COUNTY are authorized to enter into interlocal agreements, pursuant to Chapter 163, Florida Statutes; and

**WHEREAS**, COUNTY has a fire stations, Fire Station No. 14, within an area of the Fire Control District that is serviced by the Englewood Area Fire Control District; and

**WHEREAS**, DISTRICT and COUNTY have determined that it is in the best interest of the citizens of Charlotte County served by the DISTRICT and the COUNTY to provide for the sheltering and housing of a DISTRICT Fire Engine and crew in Fire Station No. 14; and

**WHEREAS**, COUNTY and DISTRICT have determined that it is in the best interests of the DISTRICT and COUNTY to enter into an Interlocal Agreement setting forth the terms and conditions for the sharing of facilities at Fire Station No. 14 (hereinafter the "Station"), located at 9495 Placida Road, Placida, Florida.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representation, and agreement contained herein, together with other good and valuable consideration exchanged among the parties, the parties to this Agreement undertake, promise and agree for themselves, their permitted successors and assigns, as follows:

1. With respect to the Station, COUNTY agrees as follows:
  - (a) To provide space for a DISTRICT Fire Engine and crew to share the existing crew quarters with COUNTY personnel; the shared facilities to include the kitchen, dining, sleeping bathroom/shower, laundry area, TV/dayroom, radio room, and station parking lot for personal vehicles.
  - (b) To provide shelter for the DISTRICT Fire Engine in an apparatus bay.
  - (c) To provide reasonable storage space for DISTRICT supplies needed for the Fire Engine and its crew, including, but not limited to

medical, cleaning, and office supplies. The amount and location of such storage space shall be determined by the COUNTY Fire Chief at his/her sole discretion;

- (d) To provide necessary "dry goods" for use by DISTRICT personnel, including, but not limited to, paper towels, toilet paper, dish soap, laundry detergent and kitchen utensils;
- (e) To allow DISTRICT to install cable and additional telephone line(s) at DISTRICT expense with all continuing cost of those additional lines to be borne by DISTRICT. Upon termination of this Agreement, DISTRICT, upon the request of COUNTY, shall remove said cable and telephone lines and pay all costs associated with said removal; and
- (f) To allow DISTRICT to install additional radios and station alerting devices, the cost of installation and maintenance to be paid by DISTRICT. DISTRICT shall consult with, and receive permission from, COUNTY, prior to locating and installing and of the aforementioned radios or devices. Any removal of such devices shall not cause any damage to the Station, and if Station is damaged, DISTRICT agrees to repair said damage to the satisfaction of COUNTY; and
- (g) To pay all Station utility costs (with the exception of DISTRICT cable and telephone lines), including, but not limited to, water sewer, electric and garbage service.

2. At the Station, the DISTRICT agrees as follows:

- (a) To provide one (1) Fire Engine and crew consisting of at least two (2) personnel, at a minimum during any one shift; said personnel to be dual qualified Firefighter/EMT when possible;
- (b) To respect and comply with all applicable federal, state and local laws, ordinances, policies and procedures;
- (c) To assist COUNTY in maintaining the cleanliness of the Station;
- (d) To permit training aids used by DISTRICT personnel assigned to the Station to be used for training purposes for COUNTY personnel as authorized by COUNTY training officer;
- (e) To arrange for and install additional telephone lines, radio and station alerting devices and to pay all costs for such installation;
- (f) To provide storage locker(s) needed for DISTRICT medical supplies;

- (g) To provide locker space for Fire Engine crew, the specifics of which are to be mutually agreed upon between DISTRICT and COUNTY fire Chief;
- (h) To follow daily Station routines as established by COUNTY;
- (i) That DISTRICT personnel will be under the command of the COUNTY Station Officer for all station-related duties and activities;
- (j) To pay any and all alteration or remodeling costs to the Station that are needed to add DISTRICT personnel. No remodeling or alterations to the Station shall be permitted without the express written consent of COUNTY;
- (k) To pay any and all alteration or remodeling costs that may be needed in order to house a DISTRICT fire engine in an apparatus bay at the Station;
- (l) To provide storage locker(s) for Fire engine supplies used to maintain the Engine (e.g., oil, was, transmission fluid); and
- (m) To pay the COUNTY the following:
  - (1) The annual sum of Fifteen Thousand Dollars (\$15,000.00) in equal monthly installments of One Thousand Two Hundred Fifty dollars (\$1,250.00), commencing on March 1, 2007, and continuing on the first day of each month for the duration of this Agreement for use of COUNTY facilities, utilities, supplies, and to offset other costs incurred by the COUNTY due to the addition of two (2) DISTRICT personnel and a Fire Engine housed an working in and out of Fire Station No. 14. Payment to COUNTY shall be due on the first day of each month and shall be considered late if paid after the fifth day of each month. DISTRICT shall remit its monthly lease payments to:

Mr. Hector Flores  
Charlotte County Fire/EMS  
22429 Edgewater Drive  
Port Charlotte, FL 33980-2016

3. The parties mutually agree as follows:

- (a) The term of this Agreement shall commence on April 1, 2007, and terminate on September 30, 2010.
  - (1) Subject to the provisions herein, upon the expiration of the initial term of this Agreement, this Agreement will be automatically renewed for an additional two (2) years if a notice of termination is not timely issued by either party. If either party wishes to terminate this

Agreement, written notification to the other party must be given no later than one hundred twenty (120) days prior to the expiration date of the current term.

(2) The DISTRICT and the COUNTY may mutually agree to terminate this Agreement at any time if, for some reason, the arrangement is no longer considered to be in the best interest of the parties. At such time, DISTRICT shall vacate the COUNTY premises prior to the agreed upon termination date with no further payments required from DISTRICT.

(3) By execution of this Agreement, DISTRICT acknowledges that adequate funds have been appropriated to fund the financial obligations of DISTRICT herein for FY 2007. In the event that funds are not appropriated by DISTRICT for any future fiscal year to fund this Agreement, then this Agreement shall be deemed to have automatically terminated at the end of the prior fiscal year for which funding was available, with no further obligations by either party. At such time, DISTRICT shall vacate the COUNTY premises with no further payments required from DISTRICT.

- (b) DISTRICT shall neither claim nor have any right, title or interest in the COUNTY property or facilities that are the subject of this Agreement and in the event any part or portion of the Station is lost or destroyed due to fire or other casualty, COUNTY shall have no duty to restore its facilities for the benefit of DISTRICT. In the event of such a casualty loss, COUNTY may terminate this Agreement, without penalty, as of the date of such loss by providing DISTRICT with written notice of said termination. DISTRICT's obligation to pay provided herein shall terminate as of the date of such notice and COUNTY shall reimburse DISTRICT a pro-rata share of funds paid.
- (c) Joint staff meetings between COUNTY and DISTRICT shall be conducted on a regular basis at such reasonable times as are determined by the COUNTY Fire Chief to address any problems and provide reasonable rules and procedures for the orderly use of the Station.
- (d) DISTRICT shall not repair, maintain, or perform improvements to Station and/or its equipment unless mutually agreed upon in writing by the COUNTY Fire Chief and the DISTRICT Fire Chief. COUNTY Fire Chief is authorized to approve such repairs, maintenance and improvements when funds are available in the CHARLOTTE COUNTY FIRE/EMS budget. DISTRICT personnel shall be responsible for keeping portions of the COUNTY's facilities used by DISTRICT in a neat, clean and orderly condition, and for the costs of any repairs necessitated by DISTRICT.

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- (e) Neither party shall indemnify the other party. Each party acknowledges that its legal remedy shall be limited to filing suit against the other party to this interlocal agreement in a court of competent jurisdiction.
- (f) Nothing herein shall be construed to alter the separate duties of the parties or constitute an obligation of either party to fulfill the duties and responsibilities of the other party.
- (g) All furniture, appliances, machinery, tools and equipment which have been installed by the DISTRICT in or on COUNTY property or premises and at the expense of DISTRICT shall remain the property of COUNTY and may be removed at any time during the term of this Agreement by DISTRICT, provided the same can be removed without causing damage to COUNTY property or premises.
- (h) All "permanent type" addition, alterations, equipment or remodeling don the COUNTY property or premises (walls, partitions, built-in shelving, built-in lighting, etc.) by DISTRICT shall become and remain a part of COUNTY property and/or premises.
4. Each party shall be solely responsible for the compensation of its own employees at all times during this Agreement, including any amounts paid or due for compensation for personal injury or death which occurs while said employees are performing the tasks contemplated by this Agreement.
5. COUNTY's designated representative for the administration of this Agreement is the COUNTY Fire Chief. DISTRICT's designated representative for the administration of this Agreement is the Englewood District Fire Chief.
6. All written notices provided for herein shall be in writing and delivered by courier, US Mail or by facsimile transmission. Notices shall be addressed as follows:

**TO DISTRICT:**

Englewood Area Fire Control District  
Attention: Mike Bonakoske, Fire Chief  
599 South Indiana Avenue  
Englewood, Florida 34223

**TO COUNTY:**

Chief Dennis R. DiDio  
Charlotte County Fire/EMS  
22429 Edgewater Drive  
Port Charlotte, FL 33980-2016

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With a copy to  
Janette S. Knowlton, County Attorney  
Office of the Charlotte County Attorney  
18500 Murdock Circle, 5<sup>th</sup> Floor  
Port Charlotte, Florida 33948

7. **AMENDMENT TO THIS AGREEMENT:** This agreement may be amended only by written consent of both parties.
8. **EXECUTION:** This interlocal agreement shall be executed in duplicate. Each duplicate of this agreement shall be considered an original.
9. **DISCLAIMER OF THIRD PARTY BENEFICIARIES:** This agreement is solely for the benefit of the parties to this interlocal agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.
10. **ASSIGNMENT:** This agreement shall be binding on the parties, their representatives, successors and assigns. Neither party shall assign this agreement or the rights or obligation hereof to any other person or entity without the prior written consent of the other party.
11. **SEVERABILITY:** If any part of this agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties continue to be effected.
12. **APPLICABLE LAW:** This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any court action regarding this Agreement or its terms shall lie exclusively in Charlotte County, Florida.
13. **EFFECTIVE DATE:** This agreement shall take effect upon filing a fully executed copy with the Clerk of the Circuit Court of Charlotte County.

(The remainder of this page has been intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this agreement for the purpose herein expressed this 27 day of March, 2007.

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By: Richard Loftus  
Richard Loftus, Chair

ATTEST:  
Barbara T. Scott, Clerk of Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

By: Barbara T. Scott  
Deputy Clerk 03/27/07

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney  
JK

ENGLEWOOD AREA FIRE CONTROL  
DISTRICT  
BOARD OF FIRE COMMISSIONERS

By: Jeff Kern  
Vice Chair Jeff Kern

ATTEST:

By: Pauline J. ...  
Secretary to Board

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: Mike ...  
Board Attorney