

VILLAGE OF ESTERO, FLORIDA

VILLAGE COUNCIL MEETING MARCH 17, 2015

REQUEST FOR VILLAGE COUNCIL CONSIDERATION

Agenda Item: 9. (G)	Prepared By: Phil Douglas/ECCL
Agenda Section: Council Business	
Subject:	Resolution Regarding Rental of Office Space

BACKGROUND:

The Village needs a location to conduct business. The Estero Fire Rescue District has offered the inexpensive use of office space located in the Estero Fire Rescue Administrative Complex located at 21500 Three Oaks Parkway, Estero, FL.

FUNDING SOURCE / FISCAL IMPACT:

Rates as quoted and approved by Council

RECOMMENDATION:

Approve Resolution approving the Interlocal Agreement between the Estero Fire Rescue District for the rental of office space.

POTENTIAL MOTION:

I make a motion to approve the Resolution approving the Interlocal Agreement between the Village of Estero and the Estero Fire Rescue District for rental of office space; authorizing the Mayor to execute the Agreement, designating the same as administrative offices, the location where official notices will be posted and the official Village address.

**INTERLOCAL AGREEMENT
FOR USE OF ESTERO FIRE RESCUE DISTRICT FACILITIES**

THIS INTERLOCAL AGREEMENT made and entered into this _____ day of March, 2015, by and between the **VILLAGE OF ESTERO**, a municipal corporation of the State of Florida, the mailing address of which is 21500 Three Oaks Parkway, Suite 200, Estero, Florida 33928 by and through its Village Council (hereafter referred to as “Village”), and the **ESTERO FIRE RESCUE DISTRICT**, an independent special District of the State of Florida, the mailing address of which is 21500 Three Oaks Parkway, Estero, Florida 33928 (hereafter referred to as “District”).

WITNESSETH

WHEREAS, the District is an independent special district of the State of Florida, the powers and responsibilities of which are defined in Chapter 189, Florida Statutes and in Chapter 99-425, Laws of Florida, as amended, (collectively, the District’s “Authorizing Legislation”); and

WHEREAS, the Village is a municipal corporation of the State of Florida, the powers and responsibilities of which are defined in the Village Charter and in General State Law; and

WHEREAS, the Village was only recently incorporated and has a need for temporary meeting space, which may be provided by the District in the District’s administrative complex located at 21500 Three Oaks Parkway, Estero, Florida; and

WHEREAS, it is the goal of the Village and the District to cooperate and assist each other pursuant to this Agreement in order to provide the most effective and efficient delivery of services and public improvements to their respective residents; and

WHEREAS, the Village and District are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on a basis of mutual advantage.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, but specifically subject to the provisions of Section 163.01(9) and (11), Florida Statutes, the Village and District for and in consideration of the mutual benefits and promises as set forth herein do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION 1. RECITALS. The parties do hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. PURPOSE. The purpose of this Agreement is to set forth the Village and District's respective agreements, understandings, duties and obligations regarding the temporary use by the Village of meeting space within District Facilities.

SECTION 3. DEFINITIONS. For the purpose of this Agreement, "District Facilities" shall mean and be limited to the District's agreed upon office space, multi-purpose rooms, conference rooms, fitness room, common areas, related rest room facilities and surface parking lot within or adjacent to the District Administrative Complex, 21500 Three Oaks Parkway, Estero, Florida.

SECTION 4. EXCLUSIVE RIGHT. The right to use District Facilities conferred by this Agreement shall be exclusive and limited to the Village Council and Village staff.

SECTION 5. VILLAGE DUTIES AND OBLIGATIONS.

A. Unless expressly provided otherwise in this Agreement, the Village agrees to conform to and comply with the applicable terms of the District's "Policy and Procedures For Use of District Facilities" (Exhibit B). The terms of this Agreement shall supersede the terms of the Facilities Use Policy to the extent of express conflict.

B. The Village Council may occupy and use the dais located in the District Board Meeting Room.

C. For the benefit of all persons attending meetings within the District Board Meeting Room, the Village will discretely conceal the District Seal located on the dais during the time it is using the District Facilities and take other appropriate action to identify and distinguish itself and its activities from the District and the District Board of Fire Commissioners.

D. Rent and other charges associated with the use of the facility and services as agreed upon in Exhibit A.

E. The Village will designate in writing a Responsible Person as its contact for all matters involving use of the District Facilities.

F. The Village shall obtain and continuously maintain general liability insurance, management liability insurance and workers compensation insurance in the amounts and in the manner provided in the attached Exhibit A.

G. The village will strictly adhere to EFR's tobacco free policy.

SECTION 6. DISTRICT'S DUTIES AND OBLIGATIONS. District does hereby agree to the following duties and obligations:

A. The District will open the District Facilities for use by the Village as herein agreed upon a reasonable schedule to be determined by the Fire Chief.

B. The District will produce the maintenance, supervisory and other services identified in the Facilities Use Policy.

SECTION 7. TERMINATION. This Agreement may be terminated by either party without cause upon 60 (sixty) days written notice to the other party.

SECTION 8. TERM; RENEWAL. This Agreement shall continue in full force and effect for the period of one (1) year from its Effective Date, unless sooner terminated or extended in the manner provide herein.

SECTION 9. LIABILITY. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained herein shall be construed as a waiver by either party of the liability limits established in Section 768.28 Florida Statutes.

SECTION 10. VILLAGE INDEMNIFICATION. In the event a claim or lawsuit is brought against the District, its officers, employees, servants, or agents, related to an alleged act or omission by the Village for which the Village was solely responsible under this Agreement, the Village agrees, without waiver of limitation as provided for in Section 768.28, Florida Statutes and to the extent permitted by law, to indemnify and hold harmless the District, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that District, its officers, employees, servants or agents may or could sustain.

SECTION 11. DISTRICT INDEMNIFICATION. In the event a claim or lawsuit is brought against the Village, its officers, employees, servants or agents, related to an alleged act or omission by District for which District was solely responsible under this Agreement, District agrees, without waiver of limitation as provided for in Section 768.28, Florida Statutes and to the extent permitted by law, to indemnify and hold harmless the Village, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that the Village, its officers, employees, servants or agents may or could sustain.

SECTION 12. NOTICES. Any and all written notices required or permitted to be given hereunder shall be deemed received upon hand delivery or facsimile transmission or three (3) days if same are deposited in U.S. Mail and sent via certified mail, return receipt requested.

All notices to the **VILLAGE** shall be sent to:

All notices to the DISTRICT shall be sent to:

Estero Fire Rescue
21500 Three Oaks Parkway
Estero, Florida 33928
Designated Representative: Fire Chief, Scott A. Vanderbrook
Phone: (239) 390-8000
Fax: (239) 390-8020
Email: vanderbrook@esterofire.org

SECTION 13. AMENDMENTS. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

SECTION 14. VENUE AND ELECTION OF REMEDIES. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action arising out of or necessary to enforce this Agreement shall be held in the Judicial Circuit in and for Lee County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 15. WAIVER OF JURY TRIAL. The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

SECTION 16. DISCRIMINATION. District and the Village agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 17. CONSTRUCTION. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

SECTION 18. SEVERABILITY. In the event any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and

effect unless the invalid finding is as to payment or construction obligations of a party in which event the Agreement shall be thereupon terminated.

SECTION 19. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations or agreements, written or oral, relating to the matters which are the subject of this Agreement.

SECTION 20. HEADINGS. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

SECTION 21. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 22. EFFECTIVE DATE. This Agreement shall be effective as of the last date that it is signed by the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Executed by the **VILLAGE** this _____ day of _____, 2015.

VILLAGE OF ESTERO, FLORIDA,
a Florida Municipal Corporation

By: _____
Mayor

ATTEST:

[TOWN SEAL]

VILLAGE CLERK

Executed by the **DISTRICT** this _____ day of _____, 2015.

ESTERO FIRE RESCUE DISTRICT,
an independent special district of the
State of Florida

By: _____
Chairman

ATTEST:

By: _____
Fire Chief

[DISTRICT SEAL]

EXHIBIT A

COST TO THE VILLAGE OF ESTERO

1. The Village of Estero will pay Estero Fire Rescue for the use of the facility to include but not limited to the following: office space, multi-purpose room, conference rooms, fitness facility, copy services, internet, and receptionist.
2. The Village will pay \$1,380.00 per month for 1,097 square feet of office space which includes common area maintenance and network internet.
3. The Village will pay actual copy and print costs of \$.04 B/W and .09 Color. This cost includes paper.
4. The Village will pay \$1000.00 per month for the use of a receptionist to answer Village phones and greet citizens Monday –Friday 9:00 AM to 5:00 PM.

REQUIREMENTS BY THE VILLAGE

1. The Village will be required to carry the following insurance:
 - a. General Liability – 1,000,000/2,000,000
 - b. Management Liability – 1,000,000/2,000,000
 - c. Workers compensation coverage is required, regardless of the number of individuals employed by the Village and must be in accordance with Florida statutory limits.

EXHIBIT B

ESTERO FIRE RESCUE POLICY AND PROCEDURES FOR USE OF DISTRICT FACILITIES

1. The District's Meeting Room shall be available for meetings only by the following types of entities:

- A. Governmental Agencies.
- B. Any organization of which the District is a member.

The Fire Chief must initially approve an entity to use the District's Meeting Room; after such approval scheduling will be through the District Administrator.

2. Use of the District's Meeting Room shall be for business meetings only. NO ENTITY SHALL BE PERMITTED TO HAVE ALCOHOLIC BEVERAGES OR ANY TOBACCO PRODUCTS ON DISTRICT PROPERTY. Any entity using the District's Meeting Room shall be responsible for complying with any applicable laws and regulations.

3. The hours for potential use of the District's Meeting Room shall be determined by the Fire Chief and all meetings shall be scheduled by the Administrative Assistant to the Fire Chief or his/her designee. THE DISTRICT MEETING ROOM IS NOT AVAILABLE ON THE SECOND TUESDAY OF EACH MONTH, FROM 3:00 PM TO 8:00 PM, WHICH IS RESERVED FOR THE DISTRICT'S BOARD MEETINGS. The District shall have the first right to use of the Meeting Room, and all other uses shall be secondary; any approved use may be canceled in the event that it inhibits normal or emergency operations by District staff.

4. For security reasons, keys to the District grounds and the building containing the District's Meeting Room are available only to District employees. All employees will have access to the meeting rooms and gym facility on the first floor. Only approved employees will have access to the offices and meeting spaces on the second floor.

5. Any entity using the District's Meeting Room shall be responsible for any clean up needed, so that the Meeting Room shall be returned to the District in the same condition it was when made available to the entity.

7. It shall be the responsibility of the entity using the District's Meeting Room to pay for any necessary clean up or any damage to the Meeting Room, including, but not limited to, furnishings, equipment and carpeting caused as a result of such meeting.

8. Requests for use of the District's Meeting Room by any entity meeting the criteria set forth above, shall be submitted by email to poli@esterofire.org and vanderbrook@esterofire.org.

9. The District shall not be responsible or liable for any damage or injury that may happen to property belonging to any entity using the District's Meeting Room or to property belonging to such entity's employees, members, guests or others in any way connected with said entity or for any other damages of any other kind or nature, for any cause whatever. THE ENTITY SPECIFICALLY RELEASES THE DISTRICT FROM AND AGREES TO DEFEND AND INDEMNIFY THE DISTRICT, ITS SUPERVISORS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL LIABILITY, COSTS, EXPENSES, CAUSES OF ACTION, AND CLAIMS FOR ANY LOSS, DAMAGE OR INJURY TO PERSON, PROPERTY OR OTHERWISE ARISING OUT OF OR RESULTING FROM SAID USE OF THE DISTRICT'S MEETING ROOM INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY'S FEES (AT THE TRIAL, APPELLATE AND POST-JUDGMENT LEVEL PROCEEDINGS).

10. In order to avoid any confusion for members of the public, the dais in the Meeting Room shall not be utilized by any entity other than the District. Additionally, any entity utilizing the District's Meeting Room shall provide a sign (or other form of identification acceptable to the District's Administrator) setting forth the name of the entity using the Meeting Room.

11. This policy is subject to amendment, at any time, by the Fire Chief of the District, and the District may, in its discretion, discontinue making the District's Meeting Room available at any time without cause and upon 24 hours notice.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 15- _____

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF ESTERO AND THE ESTERO FIRE RESCUE DISTRICT FOR RENTAL OF OFFICE SPACE LOCATED AT 21500 THREE OAKS PARKWAY, ESTERO, FLORID, 33928; AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT; DESIGNATING THE SAME AS ADMINISTRATIVE OFFICES, THE LOCATION WHERE OFFICIAL NOTICES OF THE VILLAGE WILL BE POSTED, AND THE OFFICIAL VILLAGE ADDRESS; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, be it resolved by the Village Council of the Village of Estero, Florida:

SECTION ONE. The Interlocal Agreement for Use of Estero Fire Rescue District Facilities between the Estero Fire Rescue District and the Village of Estero for the rental of office space located at 21500 Three Oaks Parkway, Estero, Florida, 33928, a copy of which is attached hereto and incorporated herein by this reference, is approved; and

SECTION TWO. The Mayor is hereby authorized to execute the Interlocal Agreement between the Estero Fire Rescue District on behalf of the Village.

SECTION THREE. The Administrative Offices for the Village of Estero, Florida, the official Village of Estero address, the location where public records shall be kept, and where all official notices of the Village will be posted is as follows:

21500 Three Oaks Parkway
Suite 200
Estero, Florida 33928

SECTION FOUR. This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

47 **ADOPTED BY THE VILLAGE COUNCIL** of the Village of Estero, Florida this _____ day
48 of March, 2015.

49
50 Attest:

VILLAGE OF ESTERO, FLORIDA

51
52 By: _____

By: _____

53
54 _____

55 Interim City Clerk

Mayor

56
57 Reviewed for legal sufficiency:

58
59 By: _____

60
61 _____

62 Interim City Attorney