

SHARED FACILITY AGREEMENT – NORTH PORT FIRE STATION NO. 86

THIS SHARED FACILITY AGREEMENT (“Agreement”) is made and entered into by and between the City of North Port, Florida, a political subdivision of the State of Florida (“City”), and Sarasota County, a political subdivision of the State of Florida (“County”). City and County may be referred to individually as “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, City owns and operates a fire station, commonly known as Fire Station No. 86, located at 19955 Preto Boulevard, Venice, Florida 34293 (the “Station”); and

WHEREAS, this Station serves the City of North Port in the Wellen Park area and lies adjacent to unincorporated Sarasota County Fire and EMS service areas; and

WHEREAS, the Parties have determined that it is in the best interest of City/County citizens served by the Parties to provide for the sheltering and housing of a County Advanced Life Support (“ALS”) transport ambulance, a County ALS engine, and their crews at the Station; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement setting forth the terms and conditions to provide for sheltering and housing of one County ALS transport ambulance and one County ALS engine at the Station.

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

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Term, Renewal, and Termination.
 - (a) Term. The term of this Agreement begins on the date the last Party executes it (“Effective Date”) and will remain in effect for a period of four (4) years (“Initial Term”). At the end of the Initial Term, and unless otherwise terminated as provided herein, this Agreement will automatically renew for up to two (2) additional one-year terms (“Subsequent Term[s]”). Written notice of non-renewal must be provided at least 18 months prior to a term’s expiration date.
 - (b) Authority to Renew. The County Administrator is authorized to execute renewals of this Agreement for the County, subject to the annual fee increase set forth herein. The City Commission hereby authorizes the City Manager to approve and execute all renewals of this Agreement when the financial obligations of the City under this Agreement do not change.
 - (c) Termination. This Agreement may be terminated without cause by either party by providing the non-terminating party with at least 18 months’ prior written notice of termination. The County must vacate the Station no later than the date of termination identified in the notice. The County’s final payment shall be pro-rated if the date of termination does not fall at the end of a billing period.

3. City Responsibilities. In furtherance of this Agreement, the City shall:

- (a) Provide facilities at the Station for a County ALS ambulance crew and a County ALS Engine crew. The facilities provided must include but are not limited to the assignment and/or use of six (6) individual crew quarters, as well as access to and use of shared facilities, including a kitchen and dining area, bathrooms/showers, laundry area, TV/dayroom, station gym, report room, PPE gear room, and parking lot for personal vehicles.
- (b) Provide sheltering for one County ALS transport ambulance and one ALS engine in an assigned apparatus bay.
- (c) Provide reasonable storage space for supplies needed for County's personnel assigned to the Station, including but not limited to medical, cleaning, and office supplies. The amount and location of storage space shall be determined in the sole discretion of the City's Fire Chief or designee.
- (d) Provide necessary dry goods for use by County personnel assigned to the Station, including but not limited to paper towels, toilet paper, dish soap, and kitchen utensils.
- (e) Pay all Station utility costs (with the exception of County telephone lines), including water, sewer, electric, and garbage service.

4. County Responsibilities. In furtherance of this Agreement, the County shall:

- (a) Assign one (1) ALS transport ambulance and crew to the Station. The County ambulance crew shall consist of no fewer than two (2) personnel during any shift. All County ambulance crew must be dual certified Firefighter/EMT/Paramedic.
- (b) Assign one (1) ALS engine and crew to the Station. The County engine crew shall consist of no fewer than three (3) personnel during any shift. All County engine crew must be dual certified Firefighter/EMT/Paramedic.
- (c) Assign a maximum of six (6) personnel to the Station during any shift.
- (d) Ensure all County personnel assigned to the Station have knowledge of and agree to comply with City policies and procedures related to use of the Station.
- (e) Ensure all County personnel assigned to the Station follow daily Station routines as established by the City.
- (f) Ensure all County personnel assigned to the Station assist in maintaining the cleanliness of all Station areas used by County personnel pursuant to the cleaning schedule provided by the City.
- (g) Permit training aids used by County personnel assigned to the Station to also be used for City training purposes when authorized by the City's training officer(s).

- (h) Provide locker space in the bunk rooms assigned to County personnel. The County and the City's Fire Chief or designee shall mutually agree on the specifics and location of the lockers provided.
4. County Personnel. County personnel assigned to the Station are under the command of the City's Station Officer or City's District Chief for Station related routines, duties, and activities.
5. Fee. The County shall pay the City as follows:
- (a) The annual sum of Forty-Five Thousand Dollars (\$45,000.00), paid annually to the City of North Port Fire and Rescue District.
- (b) The County must make its initial payment no later than October 1, 2022, or within fifteen (15) days of the Effective Date of this Agreement, whichever is sooner. Following the initial payment, the County must make its annual payment in advance for the upcoming year by the anniversary of the effective date throughout the duration of this Agreement.
- (c) The annual sum paid by the County shall increase by three percent (3%) annually, to take effect on the Effective Date.
6. Non-Appropriation. The Parties acknowledge and agree that the obligations of either Party to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which they are a party, are subject to the provisions of Florida law, including for the City, Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the County and City Commissions on a fiscal year basis, the Parties' legal liabilities for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the County and City Commissions (nor will such liability arise if, a request for such appropriations is excluded from the budget approved by the County and City Commissions). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of either Party will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the City or County under this Section. This Agreement does not constitute an indebtedness of either Party nor an obligation for which either Party is obligated to levy or pledge any form of taxation or for which either Party has levied or pledged any form of taxation. In the event that funds are not appropriated for any 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.
7. Force Majeure.
- (a) Should performance of any obligation (other than payment obligations) created under this Agreement become illegal or impossible by reason of:
- (1) A strike or work stoppage, unless caused by a negligent act or omission of any Party;

- (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other cause not enumerated that is beyond the reasonable control of the non-performing party;

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to eliminate the cause of force majeure.

- (b) The County has no right, title, or interest in City-owned property or facility. In the event any part or portion of the Station is lost, destroyed, or otherwise unusable, the City shall have no duty to restore the Station for the County's benefit and may terminate this Agreement as of the date of such loss by providing the County with written notice of termination.
8. Staff Meetings. Joint staff meetings shall be conducted on a regular basis at such reasonable times as are determined by the City's Fire Chief or designee to address any problems and provide reasonable rules and procedures of the orderly use of the Station.
 9. Maintenance and Property.
 - (a) Upon request from the City, County shall pay all costs associated with damage and/or repairs caused by or contributed to by County personnel and/or apparatus.
 - (b) County shall pay all alteration and remodeling costs needed to accommodate County personnel and/or apparatus assigned to the Station. No alteration or remodel shall occur without the express written permission of the City's Fire Chief.
 - (c) The County has no duty to repair, maintain, or improve the Station and City-owned equipment unless mutually agreed upon in writing by the Parties. The Sarasota County Fire Chief is authorized to approve payment for any repairs, maintenance, and improvements when County funds are available.
 - (d) All furniture, appliances, machinery, tools, and equipment installed by the County at the Station and at the expense of County shall remain County property and may be removed by the County at any time during the term of this Agreement, provided removal does not cause damage to the Station. Any permanent addition, alteration, equipment, or remodel performed by the County to the Station (walls, partitions, built-in shelving, built-in lighting, etc.) shall become City-owned property upon the termination of this Agreement.

10. LIABILITY. County shall be solely responsible to the limits set forth in Section 768.28, F.S. for its own negligent acts or omissions. Nothing contained herein shall be construed to be a waiver by County of any protections under sovereign immunity, Section 768.28 F.S., or any other similar provisions of law. Nothing contained herein shall be construed to be a consent by County to be sued by third parties in any matter arising out this or any other agreement.

City agrees to be fully responsible to the limits set forth in Section 768.28, F.S. for its own negligent acts or omissions. Nothing contained herein shall be construed to be a waiver by the City of any protections under sovereign immunity, Section 768.28 F.S., or any other similar provisions of law. Nothing contained herein shall be construed to be a consent by the City to be sued by third parties in any matter arising out of this or any other agreement.

11. Notice. Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following addresses. A Party may update its notice information by providing written notice to the other Party.

For City of North Port, Florida:
City of North Port, Florida
Fire Rescue District
Attn: Fire Chief
4980 City Center Blvd.
North Port, FL 34286

With a copy to:
City of North Port, Florida
Attn: City Attorney
4970 City Hall Blvd.
North Port, FL 34286

For Sarasota County:
Sarasota County
Attn: Fire Chief
1660 Ringling Blvd.
6th Floor
Sarasota, FL 34236

With a copy to:
Office of County Attorney
1660 Ringling Blvd.
2nd Floor
Sarasota, FL 34236

12. Dispute Resolution. In the event of a dispute between City and County regarding the delivery of services under this Agreement, the Fire Rescue District Fire Chief and the County Emergency Services Director shall negotiate a mutually acceptable resolution. The decision of the Fire Rescue District Fire Chief and County Emergency Services Director shall be final. In the event the Fire Rescue District Fire Chief and County Emergency Services Director are unable to agree, the matter shall be referred to the County Administrator and City Manager. If they are unable to agree, either party may bring a civil action. The parties expressly waive the provisions of Chapter 164, Florida Statutes.

13. Miscellaneous.

(a) Authority to Execute Agreement. Each Party represents to the other Party that it has lawful authority to enter into this Agreement and that it has complied with all necessary formalities for entering into this Agreement.

(b) Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of

the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

- (c) Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- (d) No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- (e) Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other Party.
- (f) Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- (g) Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the Parties, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the Parties, whether oral or written, with respect to the subject matter.
- (h) Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change City's financial obligations under this Agreement.
- (i) Assignment. The County shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
- (j) Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The County shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- (k) Representative. City's designated representative for the administration of this Agreement is the Fire Rescue District Fire Chief. County's designated representative for the administration of this Agreement is the County Fire Chief.

(I) No Jury Trial. The Parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date last executed below.

Approved by the City Commission of the City of North Port, Florida on _____, 2022.

THE CITY COMMISSION OF THE CITY OF NORTH PORT,
FLORIDA

PETE EMRICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____
Chairman

Date: _____

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board
of County Commissioners

By: _____

Approved as to form and correctness:

By: _____
County Attorney