

SHARED FACILITIES AGREEMENT
BETWEEN
EAST MANATEE FIRE RESCUE DISTRICT
AND
MANATEE COUNTY

THIS AGREEMENT (hereinafter “**Agreement**”) is made by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (hereinafter “**County**”), 1112 Manatee Avenue West, Suite 903, Bradenton, Florida, 34205, and the **EAST MANATEE FIRE RESCUE DISTRICT**, a Florida Independent Special District (hereinafter “**District**”), 3200 Lakewood Ranch Boulevard, Bradenton, Florida, 34211, which collectively are referred to herein as the Parties, as follows.

WHEREAS, County and District have determined that it is in the best interest of the citizens served by the Parties to provide for the combined sheltering and housing of County Emergency Medical Services (hereinafter “**EMS**”) and District personnel and equipment; and

WHEREAS, County and District have determined that a permanent EMS station at the **East Manatee Fire Rescue District Station #2 (EMS Station 12)**, located at 803 60th Street Court East, Bradenton, Florida 34208, in Manatee County, (hereinafter the “**Station**”), is needed to provide for the growth of the population residing and working in these immediate areas. The Station includes outside common areas and designated parking areas; and

WHEREAS, District and County Emergency Medical Services have successfully shared other stations so as to maximize the response readiness and inter-agency collegiality for the staff of both Parties while minimizing the use of taxpayer resources to construct redundant facilities; and

WHEREAS, the governing boards of both Parties find that it is in the best interests of the citizens, visitors and businesses of the County to enter into this Agreement.

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

Section 1. County Authorized to Use District Station.

District agrees to allow County to use the Station for stationing one EMS ambulance subject to the terms and conditions set forth herein.

Section 2. County and District Duties.

A. During the term of this Agreement, District shall:

1. Permit County to assign one ambulance and a crew consisting of no more than four persons during any one shift. Three of the four persons would be employees of the EMS Division. The fourth person would be either a new EMS employee in training, or a Manatee Technical Institute student shadowing an EMS crew. As to this obligation, the District shall provide adequate accommodations and facilities for the County's crew, as well as its related equipment and vehicles, in a manner consistent with the facilities and accommodations provided for District's crew and personnel.
2. Provide a parking location for the County's ambulance which is located within a vehicle bay of the Station so as to ensure the vehicle is secured when not in service. Temporary alternative location of the ambulance will be accommodated should the Station's parking bays require repair or maintenance.
3. Provide access and use of crew quarters for County's EMS crew. For purposes of this section, crew quarters shall include, at a minimum, sleeping locations and reasonable access to sanitary facilities, kitchen facilities and lounge/exercise areas.
4. Permit the EMS crew to wash and maintain their ambulance at a location reasonably near the area where the ambulance is designated to park.
5. Provide reasonable storage space (including locker space) for the crew's work supplies including medical equipment, cleaning products, office supplies and uniforms, as well as for the crew's personal property including books, personal electronics and cleaning/grooming supplies.
6. Permit installation and maintenance, at County's expense, of alerting devices, communication systems, telephone lines, and computer lines separate from the District's alerting devices, communication systems and telephone and computer lines.
7. Refrain from making repairs, renovations or other improvements to the Station which would adversely impact the facilities and accommodations for County's EMS crew without written notice to the County Administrator.
8. Take reasonable and necessary maintenance and repair actions at the Station, at District expense, such as carpet replacement, painting, and fixture repair/replacement. Notwithstanding the foregoing, the County shall be responsible for repair to any element of the Station damaged by the direct action of a County employee.

9. Allow installation, at County expense, of two (2) 30 amp electrical power cord reels for shoreline ambulance hook-up.
10. Permit persons to come onto the property of the District for the purpose of visiting EMS employees. Such visits will be subject to the same Station visitation rules established by the District to govern visits of District crews.
11. The District shall be solely responsible for maintaining the Station in good and safe condition, except that County shall be responsible for repairing or replacing any facilities and improvements placed in the Station by County for use by EMS crews or damaged or destroyed as a consequence of the negligent or intentional acts of County or County's agents, employees or invitees. County's personnel shall be responsible for keeping portions of District's facilities used by County, in a neat, clean and orderly condition in cooperation with District's on-duty Shift Commander and the rules and procedures adopted during joint staff meetings.

B. During the term of this Agreement, County shall:

1. Provide all supplies necessary for the County's EMS crews to perform their duties.
2. Require that its EMS crews know and respect the District's Station policies and procedures, and to assist District crews in maintaining the cleanliness of areas used by County personnel; and
3. Permit training aids used by County personnel assigned to the Station to be used for training purposes by District's personnel as authorized by District's training officer and EMS Chief; and
4. Equip and maintain County's ambulance assigned to the Station with the capabilities for communications between the District and County vehicles; and
5. To remit to District a station hosting payment in the amount of \$1,500.00 per month to include all charges for electrical, water, sewer, pest control, propane gas and solid waste removal services. The payment shall be due on the 15th of every month and begin upon the EMS crew's first day occupying the Station, notwithstanding the effective date of this Agreement.
6. Arrange for additional telephone lines and computer lines for use by County personnel and pay all costs for such services.

7. Make no renovations or other improvements to the Station without the approval of the District.
 8. If needed, install exterior 40 amp Shoreline service, at County's expense.
- C. During the term of this Agreement, the Parties mutually agree to participate in regular joint staff meetings at such reasonable times as may be established by District and County to address mutual challenges and provide reasonable rules and procedures as may be necessary for the orderly use of the Station.

Section 3. Agreement Management.

The Parties must designate at least one person to be the primary point of contact with the other with respect to this Agreement and the interpretation and application of its terms. This person, generally referred to as the contract manager, is authorized to administer the rights of his or her appointing agency under this Agreement, and is required to ensure his or her appointing agency is complying with its duties as set forth under this Agreement.

Section 4. Indemnification.

A. The Parties shall be responsible for adequately insuring their respective property, agents and equipment and for any losses which it may suffer as a result of performing under this Agreement.

1. Each Party hereby agrees, to the fullest extent allowed by law, to fully indemnify and hold harmless the other Party, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorneys fees at all levels and in all venues, arising out of or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any negligent or wrongful intentional act or omission of the indemnifying Party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement.
2. The Party claiming right to indemnification ("Claimant") must give the indemnifying Party ("Indemnitor") prompt notice of such claim and the Indemnitor will defend the claim with representatives of its own choosing.
3. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof.

4. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation.

B. Nothing herein shall be interpreted as a waiver by either Party of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Parties expressly reserve these rights to the full extent allowed by law.

Section 5. Miscellaneous Terms and Conditions.

A. EFFECTIVE DATE, FILING DUTIES. Notwithstanding the actual date(s) of execution, the Effective Date of this Agreement shall be the date on which a fully executed copy of the Agreement has been filed with the Clerk of the Circuit Court of Manatee County, as required by Florida Statutes § 163.01(11). As the last adopting agency, the County shall be responsible for filing the Agreement with the Clerk, and incurring any fees associated therewith. Upon filing, the County shall provide a copy of the Agreement with the filing stamp or digital imprint to the District for its records.

B. TERM AND RENEWAL. It shall have an initial term of one (1) year from that date, and unless either Party elects to terminate the Agreement as otherwise provided for herein, it shall automatically renew for successive one year terms without further action of the Parties.

C. ASSIGNMENT. This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that no consent shall be necessary in the event of: (i) an assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; or (ii) an assignment to an entity under common control with, controlled by or in control of either Party.

D. TERMINATION. Either Party may terminate this Agreement for any or no reason by providing to the other Party at least 90 days written notice of intent to terminate. Any obligations hereunder, including obligations to pay excessive utility costs and to indemnify, shall survive termination.

E. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes all prior understandings or agreements, whether oral or written, implied or explicit, between the Parties relating to the subject matter herein.

F. APPLICABLE LAW AND VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be Manatee County, Florida.

G. NO WAIVER. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each Party shall be cumulative and either Party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

H. AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

I. NOTICES. Any notices given or required to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the chief executive officer of the Party being served at its address as set forth in the introductory paragraph of this Agreement.

J. ATTORNEY FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).

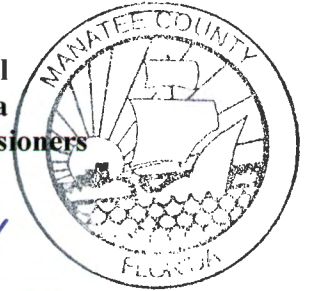
K. CONSTRUCTION TO FAVOR NEITHER PARTY. The District and County agree that both Parties have played an equal and reciprocal part in the drafting of this Agreement, and therefore, no provisions of this Agreement shall be construed by any court or other judicial authority against any Party hereto because such Party is deemed to have drafted or structured such provisions.

L. SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

M. NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives on the respective dates it is adopted by their respective governing boards.

MANATEE COUNTY, a political
subdivision of the State of Florida
By: its Board of County Commissioners



ATTEST: ANGELINA COLONNESO
CLERK OF CIRCUIT COURT
AND COMPTROLLER

By: [Signature]
Chairperson

By: [Signature]
Deputy Clerk

WITNESSES:
[Signature]
[Signature]

BOARD OF FIRE COMMISSIONERS,
EAST MANATEE FIRE RESCUE
DISTRICT

By: [Signature]
Chairperson

ATTEST:
[Signature]

APPROVED in Open Session

Manatee County Board of County
Commissioners

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - February 7, 2017

2/7/17

February 7, 2017 - Regular Meeting
Agenda Item #35

Subject

Shared Facilities Agreement between Manatee County and the East Manatee Fire Rescue District

Briefings

None

Contact and/or Presenter Information

Robert Smith, Public Safety Director - extension 3511

Paul DiCicco, EMS Chief - extension 1645

Action Requested

Motion to adopt the Shared Facilities Agreement between Manatee County and the East Manatee Fire Rescue District.

Enabling/Regulating Authority

Florida Statutes Chapter 125.

Background Discussion

- Manatee County EMS and the East Manatee Fire Rescue District determined that it is in the best interest of the citizens to provide for the combined sheltering and housing of County Emergency Medical Services and the East Manatee Fire personnel.
- It has been determined that a permanent EMS station at the East Manatee Fire Rescue District Station #2 (EMS Station #12), located at 803 60th St. Ct. E., Bradenton, FL 34208, is needed to provide for growth of the population residing and working in these immediate areas.
- Since July 1992 EMS has paid approximately \$500 per month for one-half of the electric, water, and sewer costs at East Manatee Fire Rescue District Station #2.
- Manatee County EMS previously shared space with East Manatee Fire Rescue at the same location (803 60th St. Ct. E., Bradenton, FL 34208) until the station underwent demolition and a new station was constructed.
- While the new Fire Station was being constructed, both EMS and East Manatee Fire Rescue were temporarily relocated to a trailer at Bennett Park.
- Adopting this agreement will allow East Manatee Fire Rescue and Manatee County EMS to share space within the newly constructed station.
- Manatee County EMS will remit payment to East Manatee Fire Rescue in the amount of \$1,500 monthly (includes all utilities).
- There are two other similar EMS shared space agreements currently in place with East Manatee Fire Rescue.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Reviewed and revised by Attorney Eschenfelder, pursuant to County Attorney Office Matter 2016-662.

Reviewing Attorney

Eschenfelder

Instructions to Board Records Emailed and interofficed 2/9/17

Executed copies to: Paul DiCicco, EMS Chief, Ext. 1645

Cost and Funds Source Account Number and Name

\$18,000 annually 001-0007101

Amount and Frequency of Recurring Costs

\$1,500 monthly

Attachment: [Shared Space Agreement.pdf](#)