

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement Lease of Real Property by Seminole County with SCC
– for EMS/Fire/Rescue Training Center

DEPARTMENT: Public Safety **DIVISION:** EMS/Fire/Rescue

AUTHORIZED BY: KM Roberts / by M.A. **CONTACT:** Terry Schenk **EXT.** 5002

Agenda Date 01/11/05 <input checked="" type="checkbox"/> Consent Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
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MOTION/RECOMMENDATION:

Board authorization for Chairman to execute Interlocal Agreement – Lease of Real Property – by Seminole County with Seminole Community College for EMS/Fire/Rescue Training Center property located at 201 Valentine Way for placement of a burn building facility to provide live fire training for firefighters. (Terry Schenk, Fire Chief)

BACKGROUND:

Seminole County EMS/Fire/Rescue purchased property in 2003 that is sufficient in size to accommodate multiple emergency response training disciplines. The facility, purchased specifically for emergency services training, spans 19 acres and has an industrial built structure in excess of 40,000 square feet. Training will be directed at providing classes that are instructor led, hands-on practical training.

Seminole County has worked with Seminole Community College (SCC) to develop an interlocal agreement that will lead to the inclusion of a burn building facility on the 19 acre property. The burn structure will be the property of SCC. Provision of live fire training is paramount to the safety of firefighters; both agencies will benefit from this agreement.

The lease parameters and legal description of the lease area are provided in the written agreement. Seminole Community College’s District Board of Trustees approved the agreement on December 21, 2004.

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	_____
Other:	_____
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>CPSF01</u>

**INTERLOCAL AGREEMENT
LEASE OF REAL PROPERTY
BY SEMINOLE COUNTY WITH SCC
FOR EMS/FIRE/RESCUE TRAINING CENTER**

THIS AGREEMENT is made and entered into on the 1st day of January, 2005 by SEMINOLE COUNTY, (hereinafter referred to as "COUNTY") a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 and SEMINOLE COMMUNITY COLLEGE, a political subdivision of the state of Florida, (hereinafter referred to as "SCC") whose address is 100 Weldon Boulevard, Sanford, Florida 32773.

WITNESSETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, was promulgated to permit local government units and public agencies to make the most efficient use of their powers by enabling them to cooperate with other localities and agencies on the basis of mutual advantage; and,

WHEREAS, the COUNTY has experienced tremendous population growth in recent decades; and

WHEREAS, this population growth has led to the need for increased fire and safety protection; and

WHEREAS, this need for increased fire and safety protection requires additional trained personnel; and

WHEREAS, The COUNTY and SCC have successfully provided EMS, Fire, and Rescue training in Seminole County for many years; and

WHEREAS, the COUNTY has unanimously expressed interest in expanding its EMS, Fire, and Rescue training programs in the form of an EMS, Fire, and Rescue Training Center; and owns suitable property for its location; and,

WHEREAS, SCC through its District Board of Trustees also supports the creation of an EMS/Fire/Rescue Training Center; and

WHEREAS, SCC has obtained over nine hundred thousand dollars (\$900,000.00) in funding for the construction of an EMS/Fire/Rescue Training Center,

THEREFORE, the COUNTY and SCC agree to the following provisions as parties to this lease.

Purpose

The purpose of this agreement shall be the establishment of a relationship between Seminole Community College and Seminole County to develop an EMS, Fire, and Rescue Training Center (the "Training Center") in Seminole County.

1. **PROPERTY TO BE LEASED:** Under the authority granted to it by Section 125.38, Florida Statutes, the COUNTY leases to SCC real property (hereinafter referred to as "Property") which is located in Seminole County, Florida, and which has the following legal description:

A Leased Parcel consisting of a one acre portion of lot 5, Shuman's Addition to Eureka Hammock according to the Plat thereof as recorded in Plat Book 2, Page 53, of the Public Records of Seminole County, Florida, lying East of the Seaboard Coast Line Railroad Company Right of Way, together with the Easterly 65 feet of the said Seaboard Coast Line Railroad Company Right of Way lying within said Lot 5, which was conveyed to Overstreet Investment Company by deed dated July 10, 1979, from Seaboard Coast Line Railroad Company, and recorded in O.R. Book 1247, Page 1922, of the Public Records of Seminole County, Florida, in the area of the northeast corner of lot 5 running 200.00 feet west along the southern edge of Valentine Way thence 200.00 feet south along the east boundary of lot 5, containing 0.916 acres more or less as shown in Attachment A to this Agreement.

2. TERM OF THE LEASE; EARLY TERMINATION:

- (a) This lease shall have a term of forty (40) years, terminating on the fortieth anniversary of the effective date of this Lease.
- (b) This lease is contingent on SCC maintaining a serviceable Fire burn building on the Property.

However, this Lease shall automatically terminate beforehand, even if none of its other terms and conditions are breached, if SCC fails to commence construction of an EMS/Fire/Rescue burn building by June 1, 2005. The following constitutes commencing construction: the application for permits such as building permits or the like, or site preparation activities.

3. EFFECTIVE DATE OF THE LEASE:

- (a) This Lease shall become effective on January 1, 2005.

(b) Until such time that this Lease becomes effective, SCC shall not commence construction of the burn building, nor make any changes to the property in any manner.

4. AMOUNT AND PAYMENT OF RENT:

The Rent for the Property shall be a total of ONE DOLLAR (\$1.00) per year payable annually by SCC to the COUNTY. The first annual payment shall be due within thirty (30) days of the notification to SCC under Section 3(a). Subsequent payments shall be paid on each anniversary of the date, this Lease went into effect. SCC may prepay the rent in total or in part at any time prior to the anniversary dates.

5. ACCEPTANCE OF PREMISES BY SCC:

Taking possession of the property by SCC shall be conclusive evidence against SCC that the property was in good and satisfactory condition at the time possession was taken by SCC.

6. USE OF THE LEASED PARCEL:

a) SCC shall use the Property exclusively for construction and operation of an EMS/Fire/Rescue Training Burn Building and related educational instruction, and may erect on the parcel such building and improvements as it may desire to meet that use, so long as such building and improvements are in conformity with

federal, state and local laws, ordinances and regulations, particularly land development regulations.

- b) SCC will be responsible for 100% of the costs directly associated with the development of the Training Center and Property.
- c) SCC agrees to share with the COUNTY in expenses as defined in this Agreement to the surrounding property, utilities, easements, and environment necessitated by the development of the surrounding Training Center and Property. Such expenses shall be mutually agreed upon.
- d) SCC has the right to contract with others to conduct live burn exercises and deliver educational programs to support EMS/Fire/Rescue training
- e) SCC shall maintain its separate propane gas storage as required by National Fire Prevention Association standards. SCC shall have unrestricted access to its propane gas storage for its use in the Burn Building and for any required maintenance.
- f) The COUNTY shall maintain water and sewer service on the property which will be available for use in the Training Center.
- g) SCC shall be permitted to obtain, at its own expense, any other utility services necessary to support SCC's use of the Property.
- h) The COUNTY will make available the property survey and agrees to cooperate with SCC in updates to the survey.
- i) From time to time as agreed to between the parties, the COUNTY agrees to execute an easement as necessary to grant SCC the

right of access to the COUNTY's adjacent property, including use of the improvements located on the adjacent property such as the Training Building.

- j) SCC shall be granted an easement for ingress/egress from C.R. 419 to the Property.
- k) SCC shall be granted the necessary easements to allow use of the COUNTY's parking lot.
- l) The COUNTY agrees to execute such easements as are necessary to provide SCC with access to the gas storage area described in 6(e)
- m) SCC agrees to maintain and insure the burn building and leased property for the duration of the lease.

7. PROHIBITED ACTIVITIES:

SCC shall not, nor permit others to, use the property for a purpose or in a manner which is prohibited by the laws or regulations of the United States, the State of Florida or the COUNTY.

8. COVENANT OF QUIET ENJOYMENT:

The COUNTY agrees to permit SCC, upon faithful performance of the terms and covenants of this Lease, to peaceably and quietly have, hold, and enjoy the use of said premises for the purpose and for the term aforesaid.

9. ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS:

- (a) SCC shall not assign the Property, or any part thereof, without first obtaining the written consent of the COUNTY.
- (b) All rights, obligations and liabilities given to or imposed upon the COUNTY and SCC by this Lease shall extend to and bind jointly and severally their successors, permitted sublessees and permitted assignees.
- (c) Neither this Lease nor the leasehold estate of SCC nor any interest of SCC under this Lease in the property or in the buildings or other improvements upon the property shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer or sale by the operation of law in any manner except by statute.

10. STATUS OF IMPROVEMENTS AND EQUIPMENT WHEN LEASE EXPIRES:

- (a) All improvements, including fixtures, made to or placed upon the property by SCC, at the expiration of this Lease shall become the property of the COUNTY and shall be surrendered with the property to the COUNTY's control, if the COUNTY so desires. If the COUNTY does not so desire, SCC shall have the responsibility of having, at SCC's option, the improvements removed intact or removed after demolition. The right of the COUNTY to any improvements at expiration shall not be

construed as giving rise to any obligation on its part to provide any type of insurance coverage.

- (b) SCC shall remove all of its furniture, furnishings, property and equipment, and moveable trade fixtures, not constituting non-movable fixtures, prior to the expiration of this Lease.

11. MAINTAINING THE PREMISES; TAXES:

- (a) SCC shall have the responsibility of maintaining the property and any improvements made upon it in accordance with the laws and regulations of the United States, the State of Florida or the COUNTY.
- (b) SCC shall pay, on a current basis, any taxes and special assessments which may be levied and assessed on the leased premises during the term of this Lease which arise from the use of the property by SCC, its assignees or sublessees for which SCC is not otherwise exempt from paying pursuant to state law.

12. INSURANCE:

- (a) SCC shall procure before taking possession of the property and maintain at all times during the term of this Lease, commercial general liability and casualty damage insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) and ONE MILLION DOLLARS (\$1,000,000) respectively. All such

insurance shall be written by a carrier licensed to do business and regularly doing business in the State of Florida. The COUNTY need not be named as an assured in any insurance policy required by this Section. However, if the COUNTY is not named, the policies shall contain a provision waiving all subrogation rights against the COUNTY.

(b) Certified copies of the above policy or a certificate evidencing its existence or a policy binder shall be delivered to the COUNTY prior to SCC taking possession of the property. In the event a binder is delivered, it shall be replaced within fourteen (14) days by a certified copy or by a certificate of the policy. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving fourteen (14) days' written notice to the COUNTY.

(c) If SCC is self-insured as provided by Sections 1001.64 and 1004.725, Florida Statutes, it shall be deemed as having met the requirements of Sections (a) and (b) of this Section.

13. RESPONSIBILITY:

SCC and the COUNTY shall each be responsible for its own causes of action, suits, damages, claims, fees and costs (including attorneys' fees) arising from the negligent acts or omissions of SCC or the

COUNTY, respectively, or its trustees, officers, or employees. Nothing herein is intended to nor shall it be construed to be a waiver of sovereign immunity by SCC or the COUNTY, nor shall it be construed as consent by SCC or the COUNTY to be sued by third parties in any manner arising out of this agreement.

14. FULL OR PARTIAL BREACH OF THE LEASE:

If either the COUNTY or SCC fails to perform or otherwise breaches a provision of this Lease, the other party shall give the party failing to perform or otherwise in breach, written notice specifying the performance required or the breach to be repaired. If, after thirty (30) days, the party still has not performed or otherwise remains in breach, the second party may bring an action. All remedies shall be deemed cumulative and no one exclusive of the other.

15. NOTICES:

Whenever either party desires to give notice to the other, notice may be sent to:

SEMINOLE COUNTY:
J. Kevin Grace, County Manager
County Services Building
1101 East First Street
Sanford, Florida 32771

SCC:

District Board of Trustees of SCC

c/o Mr. Joseph A. Samovsky,
Vice President Administration and Business Services
100 Weldon Boulevard
Sanford, Florida 32773

Either the COUNTY or SCC may change the address at which they receive notice by providing written notification.

16. SAVINGS CLAUSE:

If any one or more provisions of this Lease is found by a court to be unenforceable for whatever reason, such a finding shall not affect any other provision of this Lease. This Lease shall be construed as if it had never contained the unenforceable provision(s).

17. APPLICABLE LAW:

This Lease shall be construed in accordance with statutory and case law of the State of Florida.

18. INTEGRATION CLAUSE; AMENDMENTS:

The COUNTY and SCC acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as expressed in this document, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties in the manner of this Lease.

19. FURTHER ASSURANCES:

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, including all easements as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this lease.

THIS LEASE shall be deemed executed after signed as provided below.

WITNESSES:

Linda D. Cowels

SCC

DISTRICT BOARD OF TRUSTEES

By: *Sid Miller*

SID MILLER, Chairman

Date: 12-21-04

ATTEST:

MARYANNE MORSE

Clerk to the Board of

County Commissioners of

Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS

SEMINOLE COUNTY, FLORIDA

By: _____

Chairman

Date: _____

As authorized for execution by
The Board of County Commissioners
in their _____, regular
meeting.

For use and reliance of Seminole County only. Approved as to form and Legal
sufficiency.

County Attorney

DESCRIPTION

DESCRIPTION:

Commencing at the Northeast corner of Lot 5, Shuman's Addition to Eureka Hammock thence along the North line of said Lot 5 S 89°25'49"W, a distance of 307.11 feet; thence departing said North line S 00°34'11"E, a distance of 67.28 feet to the POINT OF BEGINNING; thence the following courses and distances N 89°23'35"E, a distance of 200.00 feet; thence S 00°36'25"E, a distance of 200.00 feet; thence S 89°23'35"W, a distance of 200.00 feet; thence N 00°36'25"W, a distance of 200.00 feet to the POINT OF BEGINNING.

Containing 40,000 square feet, more or less.

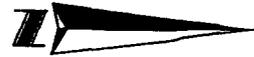
NOTE:

Bearings shown hereon are based on the North line of Lot 5, Shuman's Addition to Eureka Hammock as recorded in Plat Book 2, Page 53, of the Public Records of Seminole County being S 89°25'49"W (assumed).

Sketch & Description	Date: December 9, 2004 DC		CERT. NO. LB2108	48920004
	Job No.: 48920	Scale: Not to Scale	 SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax (407)292-0141 email: info@southeasternsurveying.com	
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.			
FOR Seminole County	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		 GARY C. KRICK P.S.M. REGISTERED LAND SURVEYOR NO. 4245	

SKETCH OF DESCRIPTION

STATE ROAD 419
 100' RIGHT-OF-WAY PER
 RIGHT-OF-WAY MAP SECTION 77070-2506



SCALE: 1"=100'

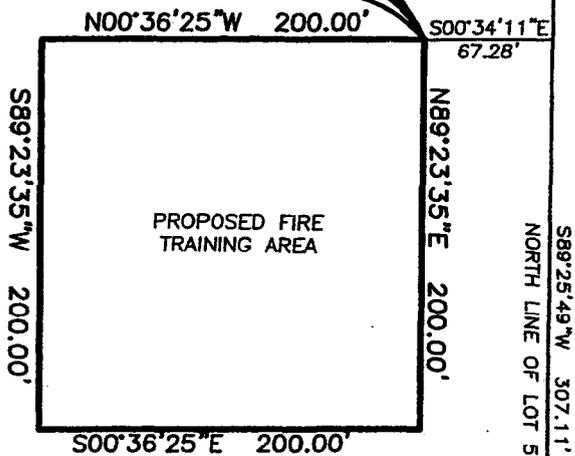
65' PER OFFICIAL RECORDS BOOK 1247,
 PAGE 1922, SEMINOLE COUNTY, FLORIDA

ORIGINAL RAILROAD R/W LINE

LOTS
 SHUMAN'S ADDITION TO EUREKA
 HAMMOCK
 PLAT BOOK 2, PAGE 53
 SEMINOLE COUNTY, FLORIDA

THE SOUTH 65' OF LOT 3 OF
 SHUMAN'S ADDITION TO EUREKA
 HAMMOCK
 PLAT BOOK 2, PAGE 53
 SEMINOLE COUNTY, FLORIDA

POINT OF BEGINNING



VALENTINE WAY

NORTH LINE OF LOT 5
 S89°25'49"W 307.11'

LOT 3
 SHUMAN'S ADDITION TO EUREKA
 HAMMOCK
 PLAT BOOK 2, PAGE 53
 SEMINOLE COUNTY, FLORIDA

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF
 LOT 5 SHUMAN'S ADDITION
 TO EUREKA HAMMOCK
 PLAT BOOK 2, PAGE 53



SOUTHEASTERN SURVEYING & MAPPING CORP.
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407)292-8580 fax(407)292-0141
 email: info@southeasternsurveying.com

Drawing No. 48920004
 Date: 12/09/2004
 Sheet 2 OF 2
 See Sheet 1 for Description
 & Surveyors Report