

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made this 18<sup>TH</sup> day of AUGUST, 2004 by and between **COLLIER COUNTY** (the "County") and **THE CITY OF NAPLES** (the "City").

### **WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other to provide services in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Collier County through its tourism department employs a person holding the title of Collier County Film Commissioner; and

**WHEREAS**, the City and the County have determined that it is in their best interest to establish an office for the Collier County Film Commissioner within the Norris Community Center; and

**WHEREAS**, such an office would benefit the citizens of both the City and the County by providing increased and easier access to the services provided by the Collier County Film Commission; and

**WHEREAS**, the City has agreed to grant the County a license to use space in the Norris Community Center for a Three (3) year period for the office of the Collier County Film Commissioner on the terms and conditions contained herein.

**NOW, THEREFORE**, based upon the mutual covenants and premises provided herein, and other valuable consideration, the parties hereby agree as follows:

1. **Recitals Incorporated:** The above recitals are true, correct and incorporated herein.
2. **Premises:** For purposes of this Agreement, the term "Premises" shall mean an office in the Norris Community Center, which is located at 755 8<sup>th</sup> Ave. South, Naples, Florida 34102. The City hereby grants to the County a revocable license to occupy the Premises, subject to all of the terms and conditions contained herein. The County shall have the right to share in the use of any common areas and facilities appurtenant to the Building with the City.
3. **Term:** The term of this Agreement shall be for Three (3) years (the "Term"). The Term shall commence on AUGUST 18, 2004 and shall expire on AUGUST 17, 2007 (the "Termination Date"). At the end of the Term or if terminated prior to Termination Date by either party, this Agreement shall absolutely end. The County acknowledges that it has not obtained any type of easement or permanent interest in the real property upon which the Premises and Building is located. The Agreement will be jointly reviewed by the City and

- the County during the final year of this Agreement and future recommendations of terms and conditions will be recommended.
4. **License Fee:** There shall be no license fees due under this Agreement.
  5. **Services:** The County shall pay all fees and charges directly to the vendor, in relation to the Collier County Film Commission office phone(s). The City shall provide climate control, electricity, phone, fax and computer lines to the Premises.
  6. **Use and Occupancy:** The County shall occupy and use the Premises solely for an office for the Collier County Film Commissioner.
  7. **Fees and Charges:** The County shall pay **\$350.00** (for FY 04/05) and **\$400.00** (for remainder of agreement) per month to the City for use of the Premises. The fee due to the City of Naples shall be paid on the first day of each month.
  8. **Alterations and Improvements:** The County shall not alter, improve or change the Premises, including existing signage, without the written consent of the City.
  9. **Equipment Usage:** The County will be allowed continued usage of property owned by the City, including; office furniture, file and storage cabinets and computer in the Collier County Film Commissioner's office and other equipment located in the Norris Center as needed. Said equipment is property of the City and is provided for use by the County while on property.
  10. **Termination:** At any time during term of this AGREEMENT, either party may terminate this AGREEMENT by delivering three (3) month's written notice of the same to the other party without liability to the other. If the City terminates this agreement without cause, the County will be allowed an additional (6) months to re-locate office to another location.
  11. **Assignment:** The County shall not assign, sublet, or permit the Premises to be used by others without the prior written consent of the City in each instance.
  12. **Indemnification:** To the extent permitted by law the County shall indemnify, defend, save, and hold harmless the City, the City's officers, agents and/or employees from and against any and all losses, penalties, damages, professional fees, including reasonable attorney's fees and all costs of litigation and judgments, arising out of any willful misconduct or negligent act, error, or omission of the County arising out of or incidental to the County use of the Premises, or the failure of the County to perform any duties under this Agreement.
  13. **Notices and Address Record:** All notices required or made pursuant to this Agreement to be given by the County to the City shall be in writing and shall be delivered by hand or by United States Postal Services Department, first class mail services, postage prepaid, return receipt requested, addressed to the following:

City of Naples Community Services Department  
280 Riverside Circle

Naples, Florida 34102

All notices required or made pursuant to this Agreement to be given by the City to the Collier County Film Commission shall be made in writing and shall be delivered by hand or by United States Postal Services Department, first class mail services, postage prepaid, return receipt requested, addressed to the following:

Collier County Tourism  
3050 Horseshoe Drive  
Suite 218  
Naples, FL 34104

14. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.
15. **Effective Date:** This Agreement shall take effect on the day of execution by the last party to execute this agreement.
16. **Recording:** This Agreement shall be recorded by the Collier County Film Commission in the Official Records of the Collier County within thirty (30) days after this Agreement is fully executed.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the day first written above.

DATED:  
ATTEST:  
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

\_\_\_\_\_  
, Deputy Clerk

By: \_\_\_\_\_  
DONNA FIALA, Chairman

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Heidi F. Ashton  
Assistant County Attorney

CITY OF NAPLES, FLORIDA

By: \_\_\_\_\_  
BILL BARNETT, Mayor

ATTEST:

\_\_\_\_\_  
TARA NORMAN, City Clerk

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
ROBERT D. PRITT, City Attorney

WITNESSES:

(1) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed/Typed Name

(2) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed/Typed Name