

**INTERLOCAL AGREEMENT:
LICENSE FOR USE OF CITY OFFICE SPACE**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made this ____ day of February, 2008, by and between THE CLERK OF THE CIRCUIT COURT OF COLLIER COUNTY (the "Clerk"), an independent Constitutional Officer, and THE CITY OF NAPLES, a Florida municipal corporation (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, the City and the Clerk have determined that it is in their best interest to maintain an office for the Clerk of the Circuit Court of Collier County within the Naples City Hall; and

WHEREAS, such an office benefits the citizens of both the City and County by providing increased and easier access to the services provided by the Clerk; and

WHEREAS, an Interlocal Agreement for the use of office space expires on February 1, 2008; and

WHEREAS, the City is willing to grant Clerk a license to use space in the Naples City Hall for a three (3) year period 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. Terms. For purposes of this Agreement, the following terms shall have the following meanings:
 - a. "Building" shall mean the Naples City Hall which is located at 735 Eighth Street South, Naples, Florida 34102.
 - b. "Premises" shall mean the southwest end of the first floor of the Building, consisting of approximately 1,500 square feet.

3. Description of the Premises. The City hereby grants to the Clerk a revocable license to occupy the Premises, subject to all of the terms and conditions contained herein. The Clerk shall have the right to share in the use of any common areas and facilities appurtenant to the Building with the City.
4. Term. The term of this Agreement shall be for three (3) years (the "Term"). The Term shall commence on February 1, 2008 and shall expire on February 1, 2011 (the "Termination Date"). Under the provisions of the City of Naples Purchasing Policy, the City Manager has the authority to extend the Term for ten (10) one-year extensions. At the end of the Term or if terminated prior to the Termination Date by either party, this Agreement shall absolutely end. The Clerk 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.
5. License Fee. There shall be no license fees due under this Agreement.
6. Services. The Clerk shall be responsible, at its sole cost and expense, for janitorial and cleaning services for the Premises. The City shall provide climate control, electricity, and telephone service to the Premises. Costs for electricity shall be paid by the Clerk based on the percentage of office space occupied in premises.
7. Use and Occupancy. The Clerk shall occupy and use the Premises solely for an office of the Clerk of the Circuit Court of Collier County.
8. Alterations and Improvements. The Clerk shall not alter, improve or change the Premises, including existing signage, without the written consent of the City; provided, however, that the locating and relocating of moveable partitions, telephone and electrical outlets, light fixtures, equipment and trade fixtures shall not be deemed alterations, improvements or changes to the Premises. Such work shall be done at such time and in such manner so that the conduct of such work does not unreasonably interfere with the use and enjoyment of adjoining premises, if any, by other occupants of the Building.
9. Employee Parking. Clerk of Court employees working at Naples City Hall under the terms of this Agreement shall comply with employee parking policies of the City.
10. Termination. Neither party may unilaterally terminate this Agreement during the first three (3) years. Thereafter, either party may terminate this Agreement upon twelve (12) months written notice delivered to the other party.
11. Assignment. The Clerk 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 Clerk 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 attorneys' fees and all costs of litigation and judgments, arising out of any willful misconduct or negligent act, error, or omission of the Clerk arising out of or incidental to the Clerk's use of the Building and/or Premises, or the failure of the Clerk to perform any duties under this Agreement, and to the extent permitted by law the City shall indemnify, defend, save and hold harmless the Clerk, the Clerk's officers, agents and/or employees from and against any and all losses, penalties, damages, professional fees, including reasonable attorneys' fees and all costs of litigation and judgments arising out of any willful misconduct or negligence, act, error or omission of the City arising out of or incidental to the Clerk's use of the building and/or premises or the failure of the City to perform any duties under this Agreement. This indemnification provision shall not be construed as a waiver of any limitation of liability to which the Clerk or City may be entitled under Florida Law.
13. Notices and Address of Record. All notices required or made pursuant to this Agreement to be given by the Clerk to the City shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

City Council
City of Naples
735 Eighth Street South
Naples, Florida 34102

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

Clerk of the Circuit Court, Collier County, Florida
3301 Tamiami Trail East
Naples, Florida 34112
Attn: Dwight E. Brock, Clerk

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

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 Clerk in the Official Records of 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.

CLERK OF THE CIRCUIT COURT
COLLIER COUNTY, FLORIDA

By: _____
Dwight E. Brock, Clerk

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara A. Norman, City Clerk

By: _____
Bill Barnett, Mayor

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney