

**SERVICES AGREEMENT BETWEEN THE CITY OF MARCO ISLAND
AND GREATER NAPLES FIRE RESCUE DISTRICT**

This Services Agreement (“Agreement”) is made as of the January 1, , 2026 (“Effective Date”) between the **CITY OF MARCO ISLAND, FLORIDA** (“City”), a Florida municipality whose principal business address is 50 Bald Eagle Drive, Marco Island, Florida 34145, and **GREATER NAPLES FIRE RESCUE DISTRICT** (“District”), an independent special fire and rescue district of the State of Florida, whose principal business address is 14575 Collier Boulevard, Naples, Florida 34119, with each being referred to herein as a Party or collectively as the “Parties.”

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes public agencies, including the City and the District, to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the District owns a maintenance facility (“Fleet”) for the primary function of the repair and maintenance of the District’s fire apparatus; and

WHEREAS, the District and the City wish to enter into an agreement in order to have the District provide repair and maintenance services to the City’s fire apparatus; and

WHEREAS, the repair and maintenance of fire apparatus is specialized, involving certifications as specified by the National Fire Protection Association; and

WHEREAS, the District supports its employees in the pursuit of specialized training and certifications specific to the repair and maintenance of fire apparatus; and

WHEREAS, the District and the City have enjoyed a cooperative and supportive working relationship, maintaining quality fire apparatus.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **TERM.** The term of this Agreement shall commence as of the Effective date and shall remain in effect until December 31, 2027. This Agreement shall automatically renew for two (2) additional one (1) year terms commencing on January 1st of each year, unless this Agreement is terminated in accordance with Section 6 herein. The Parties shall meet annually during the term of this Agreement, but no later than May 30th of each year, to review the Services as defined in Paragraph 2 herein in order to forecast future Agreement considerations.
2. **SERVICES.** During the term of this Agreement, the District shall provide repair and maintenance services to the City’s fire apparatus on an as-needed basis (“Services”). Services shall be performed by the District at the request of the City Manager or his/her designee. Twenty-four (24) hour emergency repair services shall be provided when feasible. Annual pump, aerial, and ground ladder testing of the apparatus will be the responsibility of the District and coordinated with input of the City. Costs for said testing and inspections shall be billed separately to the City. The City shall not control the means and methods used by the District in

performing the Services. At the request of the City, the District can manage repairs and billing of such repairs completed by outside shops to include record keeping

3. **LOANER APPARATUS.** During the term of this agreement, if the City does not have any operating fire apparatus and upon request by the City, the District may loan a District fire apparatus to the City if the District determines, at its sole determination, that the District has a reserve fire apparatus available. The District will charge a rate of \$250.00 per day for the City's use of the District fire apparatus. The City will be required to have insurance coverage on the loaned District fire apparatus and will be responsible for any damage that occurs to it while loaned to the City.
4. **COMPENSATION.** In consideration of the District's Services rendered hereunder, the City shall pay to the District an hourly rate of \$125.00 per hour for the Services provided by Fleet mechanics, as requested by the City, and \$39.00 per hour for the Services provided by the Fleet Administrative Assistant. The City shall pay an additional \$25.00 per hour for Services performed in an emergency, after hours, on holidays, and/or on weekends, with a minimum of four (4) hours being billed for after-hours services. The City shall also pay a shop charge of 8% against the total labor cost for each job. The shop charge covers floor cleaners, paper goods, shop rags, small fasteners, uniforms, disposal of coolants, disposal of oil, disposal of transmission fluid, disposal of brake fluid, and used filters.

The District shall provide the City with monthly invoices of the Services performed as well as any charges related to a District fire apparatus being loaned to the City in accordance with Paragraph 3, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Services by the City. Services shall be billed in increments of one tenth (1/10) of an hour, rounded off to the nearest one tenth (1/10) of an hour. Under no circumstances shall an invoice be submitted to the City in advance of delivery and acceptance of the Services, unless otherwise agreed to in advance in writing. All invoices shall reference the appropriate purchase order number and the corresponding acceptance slip that was signed by an authorized representative of the City when the Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of the District's invoices.

5. **RELATIONSHIP OF THE PARTIES.** During the term of this Agreement, the relationship of the Parties shall be that of the client and independent contractor. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the City and District. District shall not act or attempt to act or represent itself, directly or indirectly, or by implication, as an employee of the City or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the City. Accordingly, District shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded City employees. District further understands that Florida Worker's Compensation benefits available to employees of the City are not available to District or to any employee or agent of District. All employees and subcontractors of District shall be considered to be, at all times, the sole employees or contractors of District, under its sole direction and not an employee, contractor, or agent of the City.

By signing this Agreement, District warrants and represents to the City that District:

- a. Has all licenses and certifications required by applicable Law to perform the District's Services;
- b. Is experienced in all aspects of the Services required under this Agreement;
- c. Will act in the City's highest and best interest in performing the District's Services; and

The District acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

5. DISTRICT WARRANTIES. District represents and warrants that District is free to enter into the terms of this Agreement and that District has no obligation to any third party or otherwise that are inconsistent with any of the provisions under this Agreement. This Section 5 shall survive termination of this Agreement. The warranty on any materials used in the repair and maintenance of the apparatus is the manufacturer's warranty and shall transfer to the City. The warranty on workmanship is limited to the correction of any defects in workmanship performed under this Agreement.

6. TERMINATION.

- a. Nonrenewal of Agreement. In the event that a Party does not wish for this Agreement to automatically renew in accordance with Paragraph 1 of this Agreement, such Party shall provide written notice to the other Party no later than October 31st of such year of its intention not to renew this Agreement on January 1st of such year. The City shall continue to be responsible for any compensation owed to the District in accordance with Paragraph 4 for Services provided prior to the non-renewal of the Agreement.
- b. Termination For Convenience. This Agreement may be terminated by a Party for convenience upon seven (7) calendar days' written notice to the other Party. In the event of termination by the City, the District shall be paid for all authorized Services rendered as of the date of such termination. The amount payable to the District in the event of such termination shall be the amount of the Services performed through the date of termination. In exchange for such payment, District shall turn over to City all work products that have been paid for by City. Under no circumstances shall the City make payment for Services that have not been performed.
- c. Termination For Cause. This Agreement may be terminated by either Party upon five (5) calendar Days' written notice to the other Party should such other Party fail to substantially perform in accordance with its material terms through no fault of the Party initiating the termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under paragraph (b) of this Section, and the provisions of paragraph (b) of this Section shall apply. In the event of termination for cause by the City, the District shall be paid for all authorized Services rendered as of the date of such termination. The amount payable to the District in the event of such termination shall be the amount of the Services performed through the date of termination. In exchange for such payment, District shall turn over to City all work products that have been paid

for by City. Under no circumstances shall the City make payment for Services that have not been performed.

This Paragraph survives termination or expiration of this Agreement.

7. **INSURANCE.** The District shall furnish insurance certificates indicating satisfactory insurance coverage at its sole cost and expense of the type and in the minimum amounts stated below, maintained in full force and effect during the term of this Agreement. Such policies shall be issued by an insurer of recognized responsibility and rated no less than A-VI or better by the A.M. Best Company or similar insurance rating firm.

Such policies shall be primary and non-contributory with waiver of subrogation in favor of the City shall provide that the City will be given thirty (30) days advance written notice in the event of cancellation, termination, or modification, which materially restricts the coverage thereof.

Prior to the execution of this Agreement, the District shall provide the City with the insurance certificates and a copy of the policy endorsement naming the City, its employees, directors, officers, agents, independent contractors, successors, and assigns, and other authorized representatives as additional insureds to the extent of the contractual obligation assumed by the District. The certificate shall show a waiver of subrogation and hold harmless agreement in favor of the City, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives.

- a. Comprehensive General Liability Insurance. Coverage Limits Required:
 - i. \$1,000,000 Each Occurrence
 - ii. \$1,000,000 Damage to Rented Premises (Each Occurrence)
 - iii. \$10,000 Medical Exp. (Any One Person)
 - iv. \$1,000,000 Personal & Advertising Injury
 - v. \$2,000,000 Products-Completed Operations Aggregate
 - vi. \$1,000,000 Liquor Liability (If Applicable)Coverage should be on an Occurrence form.
- b. Workers' Compensation Insurance. Statutory.
- c. Comprehensive Automobile Liability Insurance. Coverage Limits Required:
 - i. \$1,000,000 Coverage should include hired and non-owned auto
- d. Umbrella. Coverage Limits Required:
 - i. Can be used to meet the limit requirement set forth above or per bid language.
- e. Insurance Certificates. The District should request wording on the insurance certificates to be reflected in the "Description of Operations" section, as follows:

"The City of Marco Island is included as an Additional Insured in accordance with the policy provisions of the General Liability (ISO Form No. CG2010(11/85) or its equivalent) and Auto Liability policy. Insurance coverage is primary and non-contributory to any other insurance available to the City of Marco Island. Waiver of Subrogation applies to the General Liability, Auto Liability, and Workers' Compensation coverage. It is

agreed that in no event shall these insurance companies have any right of recovery against the City of Marco Island, their officers, directors, and employees.”

- f. Subcontractors. The District shall either require its subcontractors to procure and maintain the same types of insurance and in the same amounts specified above, or to insure the activities of its subcontractors in the District’s own policies. All deviations and/or exceptions to these requirements are subject to review and approval by the City’s Risk Management Department.
8. **REPRESENTATIONS.** The Parties represent and warrant to each other that each of the recitals and provisions of this Agreement that relate to such Party are true, correct, and complete in every respect.
9. **PUBLIC RECORDS.** The Parties agree to comply with all requirements of Chapter 119, Florida Statutes, relating to public records.
10. **INDEMNIFICATION.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Parties shall defend, indemnify, and hold harmless the other Party, its officers, employees, and agents against any and all claims and/or damages, including attorney’s fees and costs of defense, which the other party or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from negligence. Nothing herein is intended to alter either Party’s immunity provided in Section 768.28, Florida Statutes, or to otherwise impose liability on either Party when it would otherwise not be responsible. Neither Party shall be responsible to the other Party for any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from malfeasance, gross negligence, or illegal acts. This provision shall survive termination or expiration of this Agreement.
11. **NONASSIGNMENT.** Neither this Agreement, or the rights or obligations thereunder, may be assigned or delegated in whole or in part.
12. **MISCELLANEOUS.**
- a. Notices. All notices hereunder shall be given in writing and shall be sent by first class United States mail, postage prepaid, addressed to the Party at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and which shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To the City:	Stephen Disantis
	Purchasing & Risk Manager
	50 Bald Eagle Dr.
	Marco Island, FL 34145

To the District: Chris Wolfe
Fire Chief
Greater Naples Fire Rescue District
14575 Collier Boulevard
Naples, FL 34119

- b. Compliance with Laws. The Parties agree to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the matters covered by this Agreement, regardless of the applicable jurisdiction.
- c. Severability. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory, or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
- d. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
- e. Headings. The section headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.
- f. Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.
- g. Waiver. No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be

cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

- h. Force Majeure. Non-performance of District or the City shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- i. Governing Laws. This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Collier County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which in any way arises out of this Agreement or the Services.
- j. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- k. Access to Records and Audit Clause. The Parties agrees to permit the other Party to examine all records which are, in any way, related to the Services provided and this Agreement, and the right to audit any books, documents and papers that were generated during the course of the administration of this Agreement. The Parties shall maintain the records, books, documents and papers associated with this Agreement in accordance with Chapter 119, Florida Statutes. Upon either Party's request, such Party shall provide to the other Party copies of all public records related to this Agreement, at no cost to the other Party.
- l. Nonexclusive. The Services to be provided by the District pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar Services for the benefit of the City within the City's sole and absolute discretion.

13. DISTRICT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

Pursuant to Section 119.0701 of the Florida Statutes, if District meets the definition of "Contractor" as defined in Section 119.0701(1)(a), District shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Services under this Agreement;
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of District upon termination of this Agreement. Upon termination of this Agreement, District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERK MICHAEL SHEFFIELD AT (239) 389-5010, MSHEFFIELD@CITYOFMARCOISLAND.COM, OR 50 BALD EAGLE DRIVE, MARCO ISLAND, FLORIDA 34145.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

District's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event District does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

IN WITNESS WHEREOF, the District has signed and delivered this Agreement, and the City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the Effective Date.

City of Marco Island

Greater Naples Fire Rescue District

By: _____
Casey Lucius
Interim City Manager

By: _____
Nick Biondo
Fire Commission Chair

Attest:

By: _____
Joan Taylor , City Clerk

Approved as to form and legal sufficiency
for the use and reliance of the City of Marco Island only:

By: _____
Alan L. Gabriel, City Attorney