

City of Dade City

MEMO

To: Mayor and Members of the City Commission
From: Karla S. Owens, City Attorney/Community Development Director
Subject: Interlocal Agreement/Fire Inspection and Plans Review Services
Date: February 4, 2009

It is requested that the City Commission consider the following information and recommendations:

BACKGROUND:

As you may recall, when the City transferred its fire department to the County, the City Commission verbally agreed to provide free fire inspection and fire plans review services to the City of St. Leo. In contrast, the City of San Antonio provides and pays the County to perform fire inspection and plans review services. To date, the City has spent approximately \$9,336.62 to perform fire inspections and plans reviews for the Town of St. Leo.

ISSUES:

Pursuant to the attached agreement, the City of Dade City shall continue to perform fire inspections and fire plans review services for the City of St. Leo for a fee of \$50.00 per hour. Services provided shall pertain only to fire permitting, inspections, and plans review. There is an existing separate interlocal agreement pertaining to building services which is still in effect. Annual fire inspections are not included in this new agreement and will not be provided by the City of Dade City. As always, each party will be responsible for provision of any necessary equipment and appropriate insurance liability for its own employee(s). The agreement is valid for a term of one year and must be renegotiated each year.

ALTERNATIVES:

1. Approve the attached interlocal agreement with the City of St. Leo for provision of fire inspection and plans review services.
2. Do not approve the attached interlocal agreement.

RECOMMENDATION:

It is the recommendation of this office that the Commission approve Alternative No. 1 above.

FUNDING:

No funding is required for this item.

**INTERLOCAL AGREEMENT FOR FIRE INSPECTION AND PLANS REVIEW
SERVICES BETWEEN THE TOWN OF ST. LEO, FLORIDA
AND THE CITY OF DADE CITY, FLORIDA**

THIS AGREEMENT made and entered into by and between the **Town of St. Leo, Florida**, a municipal corporation of the State of Florida (hereinafter referred to as "St. Leo"), and the **City of Dade City, Florida**, a municipal corporation of the State of Florida (hereinafter referred to as "Dade City").

WHEREAS, St. Leo is in need of fire inspection and plans review services in order to provide for development within its municipal limits; and

WHEREAS, Dade City has the necessary personnel, resources, and equipment to provide such fire inspection related services and plans review services to St. Leo; and,

WHEREAS, Dade City and St. Leo have determined that it is in the public interest for Dade City to provide such services to St. Leo pursuant to the intergovernmental provisions of Chapter 163, Florida Statutes, upon the terms and conditions hereinafter set forth; and

WHEREAS, the parties have reached agreement with respect to the foregoing, and wish to reduce their agreement in this regard to writing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

SECTION 1. RECITALS.

That the foregoing recitals are true and correct, and that the same are incorporated herein and made a part thereof.

SECTION 2. FIRE INSPECTION AND PLANS REVIEW SERVICES.

Commencing on the date this Agreement is executed by both parties, Dade City will, on request, provide the following fire inspection and plans review services to St. Leo in connection with land development within the municipal corporate boundaries of St. Leo upon the terms and conditions set forth herein:

- A. Dade City will provide the personnel holding appropriate certifications from the State of Florida to provide services required hereby: Fire Code

Administrator, Inspector, and Plans Examiner. All plans review, interpretations, permitting and inspections shall be in conformance with the provisions of the Florida Fire Prevention Code, current edition, and as subsequently amended and in effect at the time of such actions.

- B. St. Leo, at its expense, shall supply all permit application forms, correction action request forms, permit cards and the necessary plan submittal stamps, as requested by Dade City. Unless otherwise mutually agreed, the hereinabove described forms and stamps shall be in the same format as those used by Dade City.
- C. St. Leo will conduct or provide for zoning (including but not limited to flood zones), planning, public works, engineering (including but not limited to: drainage, utilities) review and annual fire inspections. Enforcement of municipal codes or ordinances, other than those specifically herein included in this agreement, are not a part of the services to be provided.
- D. All permit applications and all required attachments or supporting data shall be submitted to the Dade City Building Department located at 14150 5th Street, Dade City, Florida.
- E. Dade City will provide commercial fire plans review, inspection and permitting services for renovations and new construction during regular business hours as needed to assure appropriate and timely handling of submittals. Except as hereinafter otherwise provided, all such fire plan review and permitting services shall take place in the Dade City Building Department office, and shall be in conformance with the Florida Fire Prevention Code, current edition, and as subsequently amended.
- F. The applicant shall sign the approved plans and pay plans review, permit and inspection fees at an hourly rate of \$50.00/hour. The submittal of all applications and associated documentation, and payment of all permit, review and inspection fees shall be made in the Dade City Building Department office.
- G. Dade City will provide commercial fire plans review, inspection and permitting services five (5) days per week, Monday through Friday between 8:00 A.M. and 5:00 P.M., except on City of Dade City and/or Town of St. Leo holidays. If possible, under normal operations, inspections called in one day will be scheduled for inspection the next working day.
- H. It shall be Dade City's responsibility to insure that the Dade City employees performing services for St. Leo are provided with equipment, vehicles, training, salary and benefits in accordance with all applicable Dade City policies and requirements.

SECTION 3. SERVICES OUTSIDE OF THIS AGREEMENT.

No other reviews, Inspections or permitting are covered by the terms of this Agreement.

SECTION 4. QUALITY OF WORK.

All work shall be performed by Dade City consistent with the Florida Fire Prevention Code, current edition and as subsequently amended. The Town of St. Leo shall have the right to consult with Dade City's employees assigned to each project.

SECTION 5. WAIVER OF LIABILITY.

The Town of St. Leo expressly waives and relinquishes any right to bring a claim against the City of Dade City for acts or omissions on the part of Dade City in connection with the duties and obligations outlined in this Agreement, except for willful misconduct or gross negligence by Dade City or its employees and agents, and except for claims pursuant to Section 9, Paragraph I.

SECTION 6. TERM.

This Agreement shall commence upon approval by both of the respective governing boards with full services starting on January 1, 2009, and shall terminate on December 31, 2009. This Agreement may be terminated by either party at any time upon ninety (90) days written notice, or as otherwise mutually agreed.

SECTION 7. BOUNDARIES.

Dade City agrees to provide the services outlined in this Agreement within the corporate boundaries of the Town of St. Leo. The Town of St. Leo shall advise Dade City of annexations and changes to such corporate boundaries

SECTION 8. STATUS OF EMPLOYEES.

- A. For the purpose of this Agreement and the work to be performed hereunder now and in the future, Dade City shall be responsible for defending and paying for any claim for workers' compensation asserted by an employee, or agent of Dade City who may be injured while performing work for the Town of St Leo pursuant to this Agreement, without any right

on the part of Dade City or its insurers to subrogate any claim against or reimbursement from the Town of St. Leo. In the event that the Town of St. Leo's employees shall, in any way, assist the employees of Dade City in the performance of any work associated with this Agreement, the Town of St. Leo agrees to be responsible for defending and paying for any claim for workers' compensation asserted by any employee, or agent, of the Town of St. Leo who may be injured while working with the employees of Dade City on any project pursuant to this Agreement.

- B. For all purposes and under all circumstances, the employees and agents, of Dade City shall in no way be regarded as employees and agents of the Town of St. Leo for any reason while performing work for the Town of St. Leo pursuant to this Agreement, and the employees or agents of the Town of St. Leo shall not in any way be regarded as employees or agents, of Dade City for any reason while the employees of Dade City perform work for the Town of St. Leo pursuant to this Agreement.

SECTION 9. MISCELLANEOUS PROVISIONS.

- A. Entire Agreement. This Agreement is intended to contain the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect unless the same be in writing, signed by both parties hereto. No failure of either party to exercise any power given to such party hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of that party's right to demand exact compliance with the terms hereof.
- B. Captions. The captions of each paragraph and headings hereof are added as a matter of convenience only and shall be construed to be of no effect in the construction of any provision or provisions thereof.
- C. Notices. Any notices regarding this Agreement given by either party to the other must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt thereof by addressee) (i) when delivered by personal delivery; or (ii) five (5) business days after having been deposited in the U.S. mail, certified or registered, return receipt requested, with sufficient postage affixed and prepaid; or (iii) one (1) business day after having been deposited with an expedited overnight courier service (such as by way of example but not limited to U.S. Express Mail, Federal Express, or UPS), addressed to the party to whom notice is intended to be given at the address set forth below:

As to the City of Dade City

City Manager
City of Dade City
38020 Meridian Avenue
Dade City, FL 33526

As to the Town of St. Leo

Town Clerk
Town of St. Leo
P0 Box 2479
St. Leo, FL 33574

Any party may change the address to which its notices are to be sent by giving the other party written notice of any such change in the manner provided herein, but notice of change of address is effective only upon actual receipt.

- D. Dade City's Authority. Dade City warrants that it has all required authority through official action of its City Commission to enter into this Agreement and to be bound by the terms thereof.
- E. Town of St. Leo's Authority. Town of St. Leo warrants that it has all required authority through official action of its Town Commission to enter into this Agreement and to be bound by the terms thereof.
- F. Interpretation. This Agreement shall be interpreted under and in accordance with the laws of the State of Florida with venue in Pasco County.
- G. Construction of Agreement. This Agreement shall not be construed more strictly against another merely by virtue of the fact that it may have been prepared by legal counsel for one of the parties, it being acknowledged that both the Town of St. Leo and City of Dade City have substantially and materially contributed to the preparation hereof.
- H. Attorney's Fees. In the event of any dispute or litigation arising under this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs, including those at trial and upon appeal.
- I. Indemnification and Immunity. Dade City and St. Leo agree to indemnify and hold harmless the other from and against any and all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses arising from or resulting from the intentional and/or negligent acts of each municipality's respective officials, employees or agents in connection with the performance of the services enumerated

within the scope of this agreement during the term of this agreement. Nothing contained herein shall constitute or be construed as a waiver of sovereign immunity with respect to claims, demands or suits brought by third parties or otherwise. This provision is subject to the limitations contained in Section 768.28, Florida Statutes, as same may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as provided below.

ATTEST:

TOWN OF ST. LEO

By: _____
Joan Miller, Town Clerk

By: _____
Br. James Hallett, O.S.B., Mayor

As Approved in Regular Session on _____, 2009

ATTEST:

CITY OF DADE CITY

By: _____
James D. Class, City Clerk

By: _____
Scott Black, Mayor

As Approved in Regular Session on _____, 2009

Approved as to legal form and sufficiency:

For St. Leo:

For Dade City:

Patricia A. Petruff, Town Attorney

Karla S. Owens, City Attorney