

City of Dade City
AGENDA MEMO

To: Mayor and Members of the City Commission
From: Karla S. Owens, City Attorney/Community Development Director
Subject: Interlocal Agreement for Fire and Building Inspection Services
Date: February 18, 2009

It is requested that the City Commission consider the following information and recommendation(s):

BACKGROUND:

Over the past few years, Zephyrhills has graciously provided both fire and building inspection personnel for use by the City during the absence of our inspectors. At this time, both Cities would like to reduce this verbal agreement to writing.

ISSUES:

This Agreement serves as a written mutual aid agreement between Zephyrhills and Dade City for the use and exchange of building and fire inspection personnel. The Agreement provides that at least 8 hours notice must be provided for inspections that are not of an emergency nature. In addition, each City holds the other harmless from liability for inspections and will provide insurance and workers' compensation coverage for its own employees. The initial Agreement will commence on March 1, 2009 and terminate on December 31, 2009. The parties may subsequently approve the continuation of the Agreement on a year by year basis.

ALTERNATIVES:

1. Approve the attached Agreement and authorize the mayor's signature of same; or
2. Do not approve the attached Agreement; or
3. Direct staff to take some other action.

RECOMMENDATION:

Staff recommends Alternative No. 1 above.

FUNDING:

No funding is required for this item.

**INTERLOCAL AGREEMENT BETWEEN THE CITY
OF DADE CITY AND THE CITY OF ZEPHYRHILLS, FLORIDA
FOR MUTUAL AID FOR BUILDING OFFICIAL AND FIRE INSPECTION SERVICES**

THIS INTERLOCAL AGREEMENT, made and entered into by and between the CITY OF DADE CITY, a Florida municipal corporation, hereinafter referred to as DADE CITY, and CITY OF ZEPHYRHILLS, a Florida municipal corporation, hereinafter referred to as ZEPHYRHILLS.

WITNESSETH:

WHEREAS, each City has assumed the duty of providing building permitting, plan review and contractor licensing services for its residents; and

WHEREAS, in addition, each City, has assumed the duty of providing fire permitting, plan review and annual inspections for its residents; and

WHEREAS, in order to legally provide these services, it is necessary for each City to retain the appropriate individuals holding and maintaining appropriate state licenses and certifications to be designated as the City's certified building official and certified fire inspector; and

WHEREAS, from time to time, it is necessary for these individuals to be absent from the City due to illness, educational functions, or vacation time; and

WHEREAS, in a spirit of intergovernmental cooperation pursuant to Section 163.01, Florida Statutes, DADE CITY and ZEPHYRHILLS would like to provide for the exchange of these specialized services between the two Cities in the temporary absence of either the building official or fire inspector, and to establish certain conditions of said services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The employees subject to the terms of this Agreement are the building official, building inspectors and the fire marshal/fire inspector.
2. Extension of Jurisdiction. The building official and the fire marshal/fire inspector are hereby empowered and may exercise their respective authorities within the jurisdiction of

the other City as specified in this Agreement. Nothing contained herein is intended to limit authority or powers existing or provided outside of this Agreement.

3. Any party to this Agreement may request and/or provide voluntary cooperation and assistance of a routine or emergency building or fire code nature across jurisdictional lines of the other City in dealing with any provisions of the Florida Building Code or the Florida Fire Code, current edition and as subsequently amended, as well as the provision of backup services during the absence of the regularly employed building official or fire marshal/fire inspector.
4. Each City will answer a request for voluntary cooperation only to the extent that the available personnel and equipment at the covering agency are not otherwise required for the required staffing of that City's jurisdiction. The City Manager shall have the sole authority to determine whether personnel are available for cooperative assistance.
5. A request for voluntary cooperation or for assistance shall be made by the City Manager or his designee. Unless there is a bona-fide emergency, all requests for inspections shall be made at least 8 business hours in advance of the expected time of inspection.
6. Whenever any employees subject to this Agreement are rendering assistance outside their jurisdiction and pursuant to the authority contained herein, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the City in which they are normally employed.
7. Any employee who is responding to a request for voluntary cooperation and/or assistance shall be under the direction and authority of the City to which he is called.
8. Each City shall be responsible for bearing its own costs associated with any loss or damage incurred to such jurisdiction's property, equipment or resources as a result of the use of such property during a voluntary cooperation situation.
9. Each City shall bear the costs and liability for its own employees arising from acts undertaken pursuant to this Agreement Each City agrees, to the extent permitted by law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct of its own employees while they are acting under the terms of this Agreement.

10. During the terms of this Agreement, each CITY shall be entitled to the full use and benefit of the appropriate employee's certification and licensing. Each City hereby agrees to use their best efforts to have each employee maintain all licensing and certification necessary to fulfill their respective duties as building official, building inspector and fire marshal/fire inspector, as appropriate. Each City agrees to notify the other in writing immediately if any of the employee's licensure has been suspended or revoked for any reason.
11. No employee acting under the terms of this Agreement is retained either as an independent contractor or as an employee of the other City. Each City shall be solely responsible for payment of related taxes, unemployment, workers' compensation and health insurance. Further, nothing in this Agreement shall be construed as authorizing the extended or permanent use of an employee by the requesting agency.
12. Should litigation arise as the result of any terms of this Agreement, the parties agree that its terms shall be governed by the laws of the State of Florida with venue in Pasco County.
13. This Agreement shall commence upon approval by both of the respective governing boards with full services starting on March 1, 2009, and shall terminate on December 31, 2009 unless renewed by each governing board. This Agreement may be terminated by either party at any time upon sixty (60) days written notice, or as otherwise mutually agreed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the dates below written.

ATTEST:

CITY OF DADE CITY, FLORIDA

James D. Class, City Clerk

Scott Black, Mayor

Dated: _____

Approved as to legal form and content
Office of the City Attorney

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

Linda Boan, City Clerk
Dated: _____

Luis Lopez, Council President

Approved as to legal form and content
Office of the City Attorney