

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Interlocal Agreement between Seminole County and the jurisdictions listed in the agreement.

**DEPARTMENT:** Planning & Development **DIVISION:** Building and Fire Inspection

**AUTHORIZED BY:** Dori L. DeBord **CONTACT:** Tom Helle **EXT.** 7338

**Agenda Date** 02/27/07 **Regular**  **Consent**  **Work Session**  **Briefing**   
**Public Hearing – 1:30**  **Public Hearing – 7:00**

**MOTION/RECOMMENDATION:** Authorize the Chairman to execute the Permitting Mutual Aid Agreement.

**BACKGROUND:**

In response to the 2006 hurricane season, the City of Orlando has proposed that 17 political subdivisions, which are listed in the Agreement, enter into the attached Permitting Mutual Aid Agreement in accordance with Chapter 252, Florida Statutes. The purpose of the proposed agreement is to establish procedures by which signatories may request or agree to render assistance to the other in the event of an emergency too extensive to be dealt with unassisted. Payment for any services rendered will be invoiced not later than sixty (60) days following the period of assistance with payment remitted not later than thirty (30) days following the billing date.

**STAFF RECOMMENDATION**

Staff recommends that the Board authorize the Chairman to execute the Agreement.

Attachments: Proposed Permitting Mutual Aid Agreement

Co Atty: KL  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: MA  
CM: CE  
  
File No. rpdb01

**PERMITTING  
MUTUAL AID AGREEMENT**

City of Altamonte Springs  
City of Casselberry  
City of Kissimmee  
City of Maitland  
City of Orlando  
City of Oviedo  
Reedy Creek Improvement District  
City of Tampa  
City of Winter Garden  
City of Winter Park  
Brevard County  
Hillsborough County  
Lake County  
Orange County  
Osceola County  
Seminole County  
Volusia County

WHEREAS, the City of Altamonte Springs, the City of Casselberry, the City of Kissimmee, the City of Maitland, the City of Orlando, the City of Oviedo, Reedy Creek Improvement District, the City of Tampa, the City of Winter Garden, the City of Winter Park, Brevard County, Hillsborough County, Lake County, Orange County, Osceola County, Seminole County and Volusia County, all organized and existing under the laws of the State of Florida, have expressed a desire to assist each other in permitting in the event of a natural disaster; and

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes political subdivisions (municipalities and counties) of the state to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Chapter 252, Florida Statutes, sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, the State of Florida is geographically vulnerable to hurricanes, tornadoes, sinkhole formations, and other natural disasters that in the past have caused severe property damage to public roads, utilities, buildings, parks and other governmental facilities; and

WHEREAS, the parties to this Agreement recognize that additional manpower and services may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters or other emergency situations occur; and

WHEREAS, to provide the most effective mutual aid possible, the parties hereto intend to foster communications between their permitting personnel and the permitting personnel of other political subdivisions of the state by visits and exchange of information; and

WHEREAS, the parties to this Agreement encourage their permitting personnel to implement detailed administrative procedures to be used during emergencies;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

A. "Agreement" – the Permitting Mutual Aid Agreement. A copy of the Agreement, and any subsequent resolutions as provided in Section 8, shall be filed with the Division of Emergency Management, Florida Department of Community Affairs, Tallahassee, Florida.

B. "Requesting Party" – the political subdivision requesting aid in the event of an emergency.

C. "Assisting Party" – the political subdivision furnishing assistance to the Requesting Party.

D. "Authorized Representative" – an employee of a participating Government authorized by that government to request, offer or provide assistance under the terms of this Agreement.

E. "Emergency" – any occurrence, or threat thereof, whether accidental, natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of public property.

F. "Participating Government" – any political subdivision of the State of Florida which becomes a party to this Permitting Mutual Aid Agreement.

G. "Period of Assistance" – the period of time beginning with the declaration of an emergency by the Requesting Party and ending when the Requesting Party notifies the Assisting Party that their assistance is no longer needed.

SECTION 2. PROCEDURES

When a Participating Government becomes affected by an emergency requiring mutual aid assistance, it shall request assistance as follows:

A. The Requesting party shall contact the Authorized Representative of one or more of the Participating Governments and provide them with the following information:

1. a general description of the emergency;
2. identification of the type of work assistance needed, degree of importance, initial instructions for implementation of work, and method of payment;

3. the amount and type of personnel and supplies needed and a reasonable estimate of the length of time they will be needed;
4. the present weather conditions and the forecast for the next twenty-four (24) hours;
5. the specific time and place for a representative of the Requesting Party to meet the personnel for the Assisting Party; and
6. the recommended route between the locations of the Requesting and Assisting Parties' locations and the travel conditions along that route, based on the best information available.

B. When contacted by a Requesting Party, the Authorized Representative of a Participating Government shall assess its government's situation to determine whether it is capable of providing assistance. No Participating Government shall be under any obligation to provide assistance to a Requesting Party. If the Authorized Representative of the Assisting Party determines that its Participating Government is capable of and willing to provide assistance, it shall so notify the Authorized Representative of the Requesting Party and provide him with reasonable estimates of the following information:

- a. a complete description of the personnel and supplies to be furnished to the Requesting Party;
- b. the length of time the personnel and supplies will be available;
- c. the areas of experience and abilities of the personnel to be furnished;
- d. the name of the person or persons to be designated as supervisory personnel; and
- e. the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party.

C. The Assisting Party may, in its sole discretion, withdraw its assistance (in whole or in part) at any time after giving notice to that effect to the Requesting Party.

D. The Requesting Party shall have the responsibility for providing communications between the personnel of the Assisting Party and the Requesting Party.

E. Whenever the employees of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the same powers, duties, rights, privileges and immunities, and shall receive the compensation, as if they were performing their duties for the municipality or county by whom they are employed.

F. Requests for assistance may be verbal or written. In the case of verbal requests for assistance, a written request shall be submitted by the requesting agency to the responding agency within five (5) business days. Each party is responsible for tracking requests made or received pursuant to this Agreement.

### SECTION 3. ADMINISTRATION

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions.

A. **RECORD KEEPING** – The Assisting Party shall maintain records and submit itemized invoices to the Requesting Party for reimbursement. Reimbursements shall be processed and paid in accordance with the Requesting Party's related policy.

B. **PAYMENT** – The Assisting Party shall send invoices to the chief fiscal officer of the Requesting Party not later than sixty (60) days following the period of assistance; and the Requesting Party shall pay the bill not later than thirty (30) days following the billing date.

### SECTION 4. POWERS, PRIVILEGES, IMMUNITIES AND COSTS

A. The agency furnishing aid, pursuant to this Agreement, shall compensate its appointees/employees during the time such aid is rendered, and shall defray the actual travel maintenance expenses of such appointees/employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such appointees/employees are engaged in rendering such aid.

B. All the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of officers, agents or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to full-time paid, part-time, volunteers, and reserve members.

### SECTION 5. INDEMNIFICATION

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own appointees/employees occurring while engaging in rendering such aid, pursuant to this Agreement, to hold harmless, defend, and indemnify the other participating party and its appointees/employees, subject to provisions of Section 768.28, Florida Statutes, where applicable and to the extent permitted by law. Any party having a duty to indemnify and defend under this Agreement shall have control of the defense of any suit or claim arising under said duty. Each party shall be responsible for the acts, omissions, or conduct of its own employees.

SECTION 6. INSURANCE PROVISIONS

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(14), Florida Statutes, in an amount that is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION 7. EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereinafter named officials, and shall continue in full force and effect unless and until terminated by any party. Termination by one party will not effect the continuation of the agreement with respect to the remaining parties.

SECTION 8. CANCELLATION

This agreement may be canceled by any party upon delivery of written notice to the other parties. Cancellation will occur at the direction of any subscribing party.

SECTION 9. ADDITIONAL PARTIES

Any political subdivision in the State of Florida may become a Participating Government by formal action of its governing body approving this Agreement or by the actions of an Authorized Representative of the Participating Government. Such approval shall be evidenced by a resolution adopted by such governing body, to which resolution is attached a copy of this Mutual Aid Agreement. If a Participating Government becomes such by the actions of an Authorized Representative, then the resolution shall include language ratifying the actions of the Authorized Representative. A certified copy of such resolution shall be forwarded by each new Participating Government to the Permitting Managers of each existing Participating Government.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED:

**City of Altamonte Springs, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Casselberry, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Kissimmee, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Maitland, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Orlando, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Oviedo, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Reedy Creek Improvement District**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Tampa, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Winter Garden, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Winter Park, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Brevard County, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Hillsborough County, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Lake County, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Orange County, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Osceola County, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Seminole County, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Volusia County, Florida**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_