

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and between Manatee County, Florida, a political subdivision of the State of Florida (“COUNTY”), and Cedar Hammock Fire Control District, an independent special fire control district located in Manatee County, Florida (“FIRE DISTRICT”).

WHEREAS, Section 163.01, Florida Statutes (2014), 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 other localities on a basis of mutual advantage; and

WHEREAS, Paragraph 125.01(1)(p), Florida Statutes (2014), provides that the legislative and governing body of a county shall have the power to carry on county government, including the power to enter into agreements with other governmental agencies for performance by one (1) unit of either agency’s authorized functions on behalf of the other unit; and

WHEREAS, Chapter 2015-197, Laws of Florida, created the FIRE DISTRICT as an independent special fire control district; and

WHEREAS, Chapter 2015-197, Laws of Florida, established the boundaries of the FIRE DISTRICT, which are described in Exhibit A, attached hereto and incorporated herein, and depicted in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, Chapter 191, Florida Statutes, authorizes the Board of Fire Commissioners of the FIRE DISTRICT, by a majority vote, to exercise the powers to make and execute contracts and other instruments, including interlocal agreements with other governmental agencies; and

WHEREAS, Subsection 191.006(11), Florida Statutes (2014), authorizes the FIRE DISTRICT to charge user fees authorized by resolution of the Board of Fire Commissioners in

amounts necessary to conduct fire district activities and services and to enforce the receipt and collection of such user fees; and

WHEREAS, on September 7, 2016, the Board of Fire Commissioners of the FIRE DISTRICT adopted Resolution 2016-09 establishing a schedule of user service fees for plan reviews; and

WHEREAS, the board of fire commissioners of the FIRE DISTRICT, by approval and execution of this Interlocal Agreement, certifies that the user service fees adopted by Resolution 2016-09 comply with the standards, requirements, procedures and provisions of Chapter 191, Florida Statutes (2016), and all other applicable laws, rules and regulations; and

WHEREAS, the FIRE DISTRICT desires to provide for enhanced customer service through the collection of the FIRE DISTRICT's user service fees by the COUNTY; and

WHEREAS, the Board of Commissioners of the COUNTY desires to provide enhanced customer service for owner/applicant involved in construction projects within Manatee County by streamlining the plan review process and collecting the FIRE DISTRICT's user services fees at one location in conjunction with the COUNTY's collection of COUNTY user fees from owner/applicant; and

WHEREAS, the COUNTY is willing to collect and pay user service fees for certain plan reviews for the FIRE DISTRICT in accordance with the schedule provided for in Resolution 2016-09 for projects located in the unincorporated areas of Manatee County, Florida, subject to the terms and conditions set forth in this Interlocal Agreement.

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

SECTION 1. RECITALS. The above recitals are true and correct, and are incorporated

herein by reference.

SECTION 2. USER SERVICE FEE SCHEDULE. The FIRE DISTRICT shall charge a user service fee for the plan review services provided by the FIRE DISTRICT for projects submitted to Manatee County Building and Development in accordance with the fee schedule set forth in Resolution 2016-09. Resolution 2016-09 is attached hereto and incorporated herein as Exhibit C. The FIRE DISTRICT reserves the right to amend and adjust the user service fee schedule set forth in Exhibit C from time to time. In the event that the Board of Fire Commissioners of the FIRE DISTRICT amends such user service fee set forth in Resolution 2016-09 by the adoption of a superseding or amending resolution, the FIRE DISTRICT shall notify the COUNTY of the adoption of such resolution and shall forward a copy of such resolution at least thirty (30) days in advance of such resolution's effective date. The COUNTY shall collect the FIRE DISTRICT's user service fees pursuant to the FIRE DISTRICT's resolution, unless this agreement is otherwise terminated as provided for herein.

SECTION 3. USER SERVICE FEES COLLECTION PROCEDURES. The FIRE DISTRICT's Resolution 2016-09 shall set forth the applicable user fee for all plan reviews conducted by the FIRE DISTRICT associated with: planning and development activities, and construction plan reviews.

A. Planning and Development Activities. The COUNTY shall collect the FIRE DISTRICT plan review user service fee for the FIRE DISTRICT's review of general development/site plan submissions and development of regional impact ("DRI") submissions in the amount set forth in Resolution 2016-09. The applicable FIRE DISTRICT user service fee for development applications shall be collected by the COUNTY from the owner/applicant at the time of the submittal of the application to the COUNTY's Building and Development Services

Department. In accordance with Resolution 2016-09, general development and site plan review by the FIRE DISTRICT shall include, but not be limited to, the FIRE DISTRICT's review of general development plans, preliminary site plans, final site plans, administrative permits, special permits, and off-street parking permits.

B. Construction Plan Review. The amount of the FIRE DISTRICT plan review fees payable from the owner/applicant for construction plan review shall be determined by the frequency and number of reviews required of FIRE DISTRICT personnel during the course of the construction plan review process. Accordingly, the FIRE DISTRICT shall advise the COUNTY of the appropriate amount of construction plan review user fees payable and due to the FIRE DISTRICT through the transmittal of letter(s) as described herein and, to the extent feasible, through the use of a shared computer software program that allows the FIRE DISTRICT to directly input the FIRE DISTRICT's review fee information into COUNTY's electronic construction review program for all development and construction activities within Manatee County. During the course of the owner/applicant's construction plan review process, the FIRE DISTRICT shall provide a letter to the owner/applicant for each phase of the construction plan review conducted by the FIRE DISTRICT, with a copy to the COUNTY's Building and Development Services Department, specifying the user service fee applicable for the plan review associated with the owner/applicant's plan submittal. Concurrently with the issuance of such letter, and to the extent the FIRE DISTRICT has the program, the FIRE DISTRICT shall enter the applicable review fees into the compatible computer software program shared by the FIRE DISTRICT and COUNTY. All letters issued by the FIRE DISTRICT to the owner/applicant shall include the following statement:

The user service fees for your plan submittal dated _____ have been calculated by the FIRE DISTRICT to be \$ _____. If you have any questions regarding your user service fees please contact the FIRE DISTRICT. The FIRE DISTRICT may charge additional review fee(s) for each subsequent plan submittal that requires FIRE DISTRICT review.

The COUNTY shall collect the total amount of the user service fees as specified by the FIRE DISTRICT in the above referenced computer program, if available, and within the FIRE DISTRICT's letter(s) directed to the owner/applicant. The amount of construction plan review user fee(s) payable to the FIRE DISTRICT by the owner/applicant shall be collected by the COUNTY prior to the issuance of a Certificate of Inspection and/or Certificate of Completion for the building permit. Notwithstanding the foregoing, in the event that the COUNTY does not collect the total construction plan review fee calculated as owed to the FIRE DISTRICT, nothing herein shall prevent the FIRE DISTRICT from independently pursuing the collection of such outstanding amounts due from the owner/applicant for the applicable user service fee.

C. Fees not to Exceed Costs. The Fire District-schedule of user fees shall be determined as provided for by 191.009(3)(d), Florida Statutes. Notwithstanding the foregoing, in no event shall the FIRE DISTRICT establish or charge user service fees in excess of its reasonable administrative costs incurred for review of applications.

D. Collection and Payment of User Service Fees. The COUNTY shall collect user service fees for the FIRE DISTRICT's plans reviews of projects located in unincorporated Manatee County within the boundaries of the FIRE DISTRICT as described in Exhibit A and depicted in Exhibit B. The COUNTY shall verify the location of each project according to the address on the application. The COUNTY shall collect the applicable user service fees from the

owner/applicant according to Resolution 2016-09. The COUNTY shall deposit all user service fees collected into a separate account established for the user service fees of the FIRE DISTRICT and maintained by the Clerk of the Circuit Court. The COUNTY shall deposit all administrative costs collected for the user service fees into the General Fund of the COUNTY. The first of each month, the COUNTY shall submit to the Clerk of the Circuit Court a request for payment of the amount of the user service fees collected by the COUNTY within the FIRE DISTRICT for the previous month. Concurrently with such submittal, the COUNTY shall also transmit a copy of said request issued to the Clerk of the Circuit Court to the FIRE DISTRICT. The request for payment shall contain all necessary documentation, including a list itemizing the amount of the FIRE DISTRICT's user service fees collected according to Resolution 2016-09, the names of the owner/applicant, the addresses of the project, parcel number of property, and the building permit/case numbers of the project. The Clerk of the Circuit Court shall remit to the FIRE DISTRICT the amount of the user service fees collected by the COUNTY along with an itemized list prepared by the COUNTY.

D. Administrative Costs. The COUNTY shall not charge the FIRE DISTRICT for administrative costs associated with the collection and processing of the owner/applicant's payments of the FIRE DISTRICT's user service fees.

E. Questions Regarding User Service Fees. Any questions from the owner/applicant of a project relating to user service fees, adjustments or credits, shall be referred to the FIRE DISTRICT for assistance. The FIRE DISTRICT shall resolve any such questions in a timely manner.

SECTION 4. INDEMNIFICATION AND RELEASE. To the extent permitted by

applicable Florida law and without waiving sovereign immunity, the FIRE DISTRICT shall indemnify and hold harmless the COUNTY, its Board of Commissioners, officers, employees and agents, from and against any and all claims, damages, liabilities, demands, losses and expenses, including attorneys' fees and costs, arising out of, resulting from, or connected with any act, omission, failure to act, negligence or fault relating to the FIRE DISTRICT's acts and responsibilities provided for in this Interlocal Agreement. To the extent permitted by applicable Florida law and without waiving sovereign immunity, the COUNTY shall indemnify and hold harmless the FIRE DISTRICT, its Board of Fire Commissioners, officers, employees and agents, from and against any and all claims, damages, liabilities, demands, losses and expenses, including attorneys' fees and costs, arising out of, resulting from, or in any way connected with any act, omission, failure to act, negligence or fault relating to the COUNTY's actions and responsibilities provided for in this Interlocal Agreement. Such mutual indemnifications and hold harmless provisions shall include but not be limited to any and all claims, actions, causes of action, suits, judgments, damages, liabilities, demands, costs and expenses based on or relating to the collection, processing, payments and administration of the fire user fees, the adoption of Resolution 2016-09, the adoption or amendment of any Resolution enacting the fire plan review user fees, calculation, accounting or reporting of fire plan review user fees, use or expenditure of fire plan review user fees, notice of fire plan review user fees, and/or compliance with or failure to comply with Chapters 125, 189 and 191, Florida Statutes, or any applicable laws, rules or regulations.

SECTION 5. EFFECTIVE DATE. Pursuant to Subsection 163.01(11), Florida Statutes (2014), this Interlocal Agreement shall become effective upon approval and execution by both parties and the filing with the Clerk of the Circuit Court of Manatee County, Florida. The user

service fees adopted by Resolution 2016-09 shall become effective as provided by Chapter 191, Florida Statutes (2014).

SECTION 6. AMENDMENTS. This Interlocal Agreement may be amended by mutual written agreement of the parties, approved and executed by the parties with the same formality as this Interlocal Agreement. Pursuant to Subsection 163.01(11), Florida Statutes (2014), any amendments to this Interlocal Agreement shall become effective upon approval and execution by both parties and filing with the Clerk of the Circuit Court of Manatee County, Florida.

SECTION 7. CHANGES TO USER SERVICE FEES The DISTRICT shall notify the COUNTY, in writing thirty (30) days prior, of any changes in Resolution 2016-09. Upon adoption of any superseding resolutions amending Resolution 2016-09, a copy of such resolution shall be forward to the COUNTY. Changes or amendments to Resolution 2016-09, including superseding resolution adoption by the FIRE DISTRICT that change the fire plan review user service fee amounts, shall not require an amendment to this Interlocal Agreement.

SECTION 8. TERMINATION. This Interlocal Agreement may be terminated by mutual written consent of the parties or upon ninety (90) days prior written notice by the COUNTY or the FIRE DISTRICT to the other party.

SECTION 9. NOTICES. All notices required to be given by either party under this Interlocal Agreement shall be in writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or by hand delivery:

- A. COUNTY: County Administrator
Manatee County
Post Office Box 1000
Bradenton, Florida 34206

With copy to: Director
Building Department
Manatee County
Post Office Box 1000
Bradenton, Florida 34206

B. FIRE DISTRICT: Fire Chief
Cedar Hammock Fire Control District
5200 26th Street West
Bradenton, Florida 34207

Either party may, by written notice to the other party as provided above, change the address for any subsequent notice.

SECTION 10. SEVERABILITY. Should any term, provision, covenant, condition, section, paragraph, sentence or portion of this Interlocal Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms, provisions, covenants, conditions, sections, paragraphs, sentences and portions shall, nevertheless, remain in full force and effect.

SECTION 11. ENTIRE AGREEMENT. Except as specifically provided in Section 7 of this Interlocal Agreement, this agreement and Exhibits A, B and C, as referenced herein set forth all covenants, promises, agreements and understandings between the parties concerning the subject matter of this Interlocal Agreement, and there are no covenants, promises, agreements or understandings, either oral or written, between the parties except as herein set forth.

SECTION 12. GOVERNING LAW; VENUE. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement, by and through their duly authorized representatives, on the respective dates below.

COUNTY

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of ~~County~~ Commissioners

By: _____
Chairperson

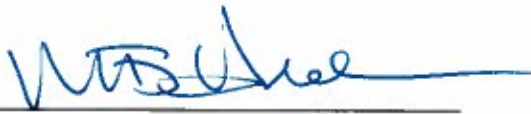
Date: _____

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER**

By: _____
Deputy Clerk

FIRE DISTRICT

Cedar Hammock Fire Control District,
an independent special fire control district
located in Manatee County, Florida

Attest: 
Secretary/Treasurer

By: 
Chairman, Board of Fire Commissioners

Date: 9/7/2016

Exhibit A

Boundaries of FIRE DISTRICT

The lands to be incorporated within the Cedar Hammock Fire Control District are located in Manatee County, Florida, and are described as follows:

BEGIN AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST LINES OF SECTIONS 2, 11, 14, AND 23, TOWNSHIP 35 SOUTH, RANGE 17 EAST TO A POINT ON THE CENTERLINE OF BOWLEES CREEK; THENCE WESTERLY ALONG SAID CENTERLINE TO THE SHORELINE OF SARASOTA BAY; THENCE MEANDERING SAID SHORELINE IN A WESTERLY AND NORTHWESTERLY DIRECTION TO A POINT WHERE THE SHORELINE INTERSECTS THE WEST LINE OF RANGE 17 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID RANGE 17 EAST TO THE SHORELINE OF PALMA SOLA BAY; THENCE MEANDER SAID SHORELINE IN A NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY DIRECTION TO A POINT WHERE THE SHORELINE INTERSECTS THE SOUTH LINE OF TOWNSHIP 34 SOUTH; THENCE EAST ALONG THE SOUTH LINE OF SAID TOWNSHIP 34 SOUTH TO THE POINT OF BEGINNING.

LESS:

THOSE LANDS ANNEXED BY THE CITY OF BRADENTON AFTER
ADOPTION OF CHAPTER 57-1546, LAWS OF FLORIDA.

LESS:

THE LANDS WITHIN TRAILER ESTATES, RECORDED IN PLAT BOOK 8 AT
PAGE 138, FIRST ADDITION TO TRAILER ESTATES, RECORDED IN PLAT
BOOK 9 AT PAGE 71, AND SECOND ADDI-

TION TO TRAILER ESTATES, RECORDED IN PLAT BOOK 9 AT

PAGE 61, ALL IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

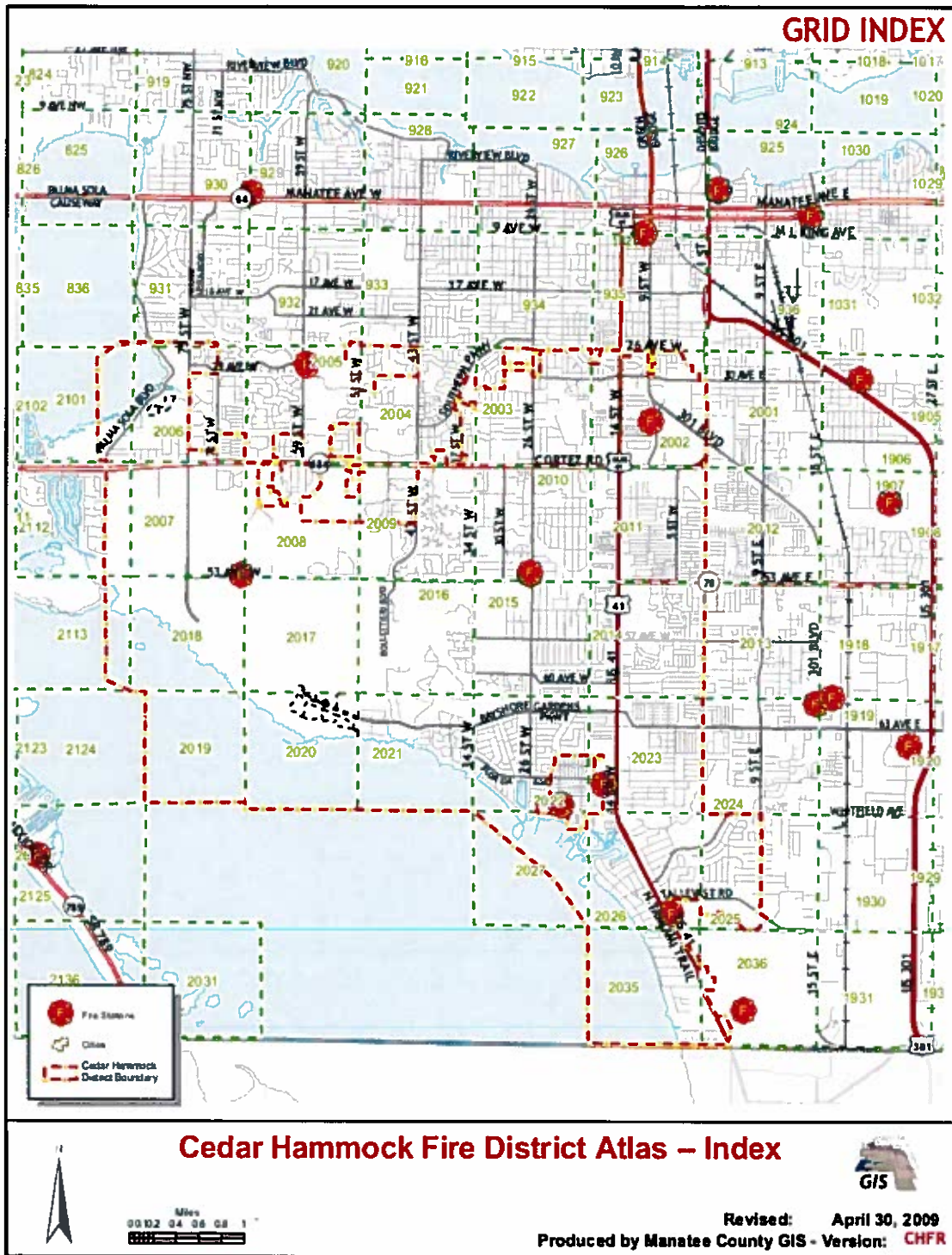
BLOCK B, TRAILER ESTATES, RECORDED IN PLAT BOOK 8 AT
PAGE 138, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PART OF SECTIONS 23 AND 26, TOWNSHIP 35 SOUTH,

RANGE 17 EAST LYING SOUTH OF BOWLEES CREEK; THE WEST HALF OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 17 EAST, ALL OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AND THE WEST HALF OF SECTION 36, TOWNSHIP 35 SOUTH, RANGE 17 EAST, LESS ANY LANDS OWNED BY THE SARASOTA MANATEE AIRPORT AUTHORITY LOCATED EASTERLY OR SOUTHERLY OF THE PERIMETER FENCE OF THE AIR OPERATIONS AREA OF THE SARASOTA BRADENTON INTERNATIONAL AIR PORT AS DESIGNATED ON THE FEDERAL AVIATION ADMINISTRATION (FAA) APPROVED AIRPORT LAYOUT PLAN, AS AMENDED FROM TIME TO TIME, PURSUANT TO 49 U.S. CODE SS. 47107(A)(16).

Exhibit B



**CEDAR HAMMOCK FIRE CONTROL DISTRICT
RESOLUTION 2016-09
UNIFORM SERVICE FEE SCHEDULE COLLECTED BY MANATEE COUNTY**

A RESOLUTION OF THE CEDAR HAMMOCK FIRE CONTROL DISTRICT OF MANATEE COUNTY, FLORIDA; PROVIDING A SCHEDULE FOR UNIFORM SERVICE FEES TO BE COLLECTED ON THE DISTRICT'S BEHALF BY MANATEE COUNTY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cedar Hammock Fire Control District ("District"), pursuant to the provisions of Section 191.006(11), Florida Statutes (F.S.), has authority to charge user fees authorized by resolution of its Board of Fire Commissioners ("Board"), in amounts necessary to conduct district activities and services, and to enforce their receipt and collection in the manner prescribed by resolution and authorized by law; and

WHEREAS, pursuant to Section 191.009(3)(a), F.S., the Board may provide a reasonable schedule of charges for special emergency services, including firefighting occurring in or to structures outside the District, motor vehicles, marine vessels, aircraft, or rail cars, or as a result of the operation of such motor vehicles or marine vessels, to which the District is called to render such emergency service, and may charge a fee for the services rendered in accordance with the schedule; and

WHEREAS, pursuant to Section 191.009(3)(b), F.S., the Board may provide a reasonable schedule of charges for fighting fires occurring in or at refuse dumps or as a result of an illegal burn, which fire, dump, or burn is not authorized by general or special law, rule, regulation, order, or ordinance, and which the District is called upon to fight or extinguish; and

WHEREAS, pursuant to Section 191.009(3)(c), F.S., the Board may provide a reasonable schedule of charges for responding to or assisting or mitigating emergencies that either threaten or could threaten the health and safety of persons, property, or the environment, to which the District has been called, including a charge for responding to false alarms; and

WHEREAS, pursuant to Section 191.009(3)(d), F.S., the Board may provide a reasonable schedule of charges for inspecting structures, plans, and equipment to determine compliance with firesafety codes and standards;

WHEREAS, the Board of Fire Commissioners of the District held a properly advertised meeting on September 7, 2016 in accordance with Section 189.015, Florida Statutes; and


NOW, THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners of Cedar Hammock Fire Control District that:

1. The attached Manatee County Fire Chiefs' Association Uniform Service Fee Schedule Collected by Manatee County is hereby adopted.
2. This Resolution shall take effect immediately upon its adoption.


DULY ADOPTED this 7th day of September, 2016.

CEDAR HAMMOCK FIRE CONTROL DISTRICT

ATTEST:



Michael B. Holderness
Secretary/Commissioner



Thomas P. Flynn, Chairman

NOT PRESENT

Daniel N. Brunner, Vice Chairman



Diane M. Bennett, Commissioner

NOT PRESENT

J. Stephen Litschauer, Commissioner



Manatee County Fire Chiefs' Association



Jeffrey S. Hoyle
President

Byron J. Teates
Vice President

C. Lee Whitehurst
Secretary/Treasurer

* * * * *

City of Bradenton
Fire Rescue

Cedar Hammock
Fire Control District

Duette Fire and
Rescue District

East Manatee
Fire Rescue District

Florida Forestry
Service

Town of Longboat
Key Fire Rescue

Manatee County
Public Safety

Myakka City
Fire Control District

North River
Fire District

Parrish Fire District

Sarasota-Manatee
Airport Fire Dept.

Southern Manatee
Fire Rescue District

Trailer Estates
Fire Control District

West Manatee Fire &
Rescue District

UNIFORM SERVICE FEES SCHEDULE Collected by Manatee County Building and Development Services

The uniform fees for services provided by the Fire Districts of Manatee County shall be in full force and effect for any District who formally adopts this schedule by resolution.

1. PLANNING AND DEVELOPMENT RELATED SERVICES

This will include, but not be limited to the reviews of plans, permits, and inspections for:

- Emergency Fire Apparatus Access:
 - Roadways
 - Turnarounds
 - Emergency Access/Fire Lanes
 - Automatic Gates that do not require a building permit
- Water Supply Requirements:
 - Hydrants
 - Minimum Flow Requirements
- Fire Sprinkler/Standpipe Requirements
 - Point of Service
 - Backflow Devices
 - Fire Department Connection (FDC)

a. Development of Regional Impact (DRI) -	\$500.00
b. General Development/Site Plan submission - Includes:	
i. General Development Plans -	\$250.00
ii. Preliminary Site Plans -	\$250.00
iii. Final Site Plans -	\$250.00
iv. Administrative Permits -	\$250.00
v. Special Permits -	\$250.00
vi. Off Street Parking -	\$250.00

(The \$250.00 fee includes the initial plan submission and all subsequent revisions)



Manatee County Fire Chiefs' Association



2. BUILDING AND DEMOLITION RELATED SERVICES

This will include, but not be limited to the reviews of plans, permits, and inspections for:

- Building:
 - New construction
 - Renovations
 - Remodels
- Demolition
- Tents
- Temporary Use

- a. Building/Demolition/Tent/Temporary Use permit submission - \$65.00
- b. Each plan re-submittal (*incomplete application or previously denied plan*)- \$115.00
- c. Work conducted without a permit (*in addition to initial review fee*) - \$195.00