

RESOLUTION NO. 2016-10

A RESOLUTION OF THE NORTH RIVER FIRE DISTRICT ADOPTING THE INTERLOCAL AGREEMENT BETWEEN THE NORTH RIVER FIRE DISTRICT AND MANATEE COUNTY


WHEREAS, the North River Fire District is an Independent Special Fire District created by special act of the Florida Legislature; and,

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, the proposed interlocal agreement has been reviewed during a regular public meeting of the Board of Fire Commissioners; and,


NOW THEREFORE BE IT RESOLVED that the Board of Fire Commissioners hereby determines that Pursuant to Resolution 2014-07, effective November 1, 2014, North River Fire District initiated a plan review fee schedule. And effective November 17, 2016 North River Fire District entered into an interlocal agreement with Manatee County, Florida, Building and Development Services Department to collect the agreed upon user fees and adoption of the subject interlocal agreement.

Adopted the 17th day of November, 2016, upon motion at a regular meeting.



CHAIRMAN PAUL J. PITCHER

ATTEST:



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by North River Fire District and between Manatee County, Florida, a political subdivision of the State of Florida (“COUNTY”), and NORTH RIVER FIRE 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 2007-280, Laws of Florida, created the FIRE DISTRICT as an independent special fire control district; and

WHEREAS, Chapter 2007-280, 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 18, 2014, the board of fire commissioners of the FIRE DISTRICT adopted Resolution 2014-07 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 2014-07 comply with the standards, requirements, procedures and provisions of Chapter 191, Florida Statutes (2014), 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 the 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 Board of Commissioners of the COUNTY and the board of fire commissioners of the FIRE DISTRICT agree that the COUNTY shall collect payment of the FIRE DISTRICT's user service fees and remit such fees to the FIRE DISTRICT; and

WHEREAS, the COUNTY is willing to collect and pay user service fees for plan reviews for the FIRE DISTRICT in accordance with the schedule provided for in Resolution 2014-07 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 2014-07. Resolution 2014-07 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 2014-07 by the adoption of a superseding resolution, the FIRE DISTRICT shall notify the COUNTY of the adoption of such superseding resolution and shall forward a copy of such resolution at least thirty (30) days in advance of such superseding resolution's effective date. The COUNTY shall collect the FIRE DISTRICT's user service fees pursuant to the FIRE DISTRICT's superseding resolution, unless this agreement is otherwise terminated as provided for herein.

SECTION 3. USER SERVICE FEES COLLECTION PROCEDURES. The FIRE DISTRICT's Resolution 2014-07 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 2014-07. The applicable FIRE DISTRICT user service fee for general development/site plan submissions and DRI review 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 2014-07, 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 (i.e., Community Plus) 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 applicant/owner’s construction plan review process, the FIRE DISTRICT shall provide a letter to the applicant/owner 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 applicant/owner’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 (i.e., Community Plus) shared by the FIRE DISTRICT and COUNTY. All letters issued by the FIRE DISTRICT to the applicant/owner 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 (Community Plus) and FIRE DISTRICT's letter(s) directed to the applicant/owner. The total amount of construction plan review user fee(s) payable to the FIRE DISTRICT by the applicant/owner shall be determined and 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 such outstanding amount due from the applicant/owner relating to applicable user service fees.

C. 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

according to Resolution 2014-07. 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. Approximately once per month, the COUNTY shall submit a request for payment of the amount of the user service fees collected by the COUNTY within the FIRE DISTRICT to the Clerk of the Circuit Court. The request for payment shall contain all necessary documentation, including a list itemizing the amount of the user service fees according to Resolution 2014-07 collected, the names of the applicant/owner, 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 issue a check to the FIRE DISTRICT in 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 payments associated with 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, payments and administration of the fire user fees, the adoption of Resolution 2016-05, the adoption or amendment of any Resolution enacting the fire plan review user fee, 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 filing with the Clerk of the Circuit Court of Manatee County, Florida. The user service fees adopted by Resolution 2014-07 shall become effective as provided by Section 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 2014-07. Upon adoption of any superseding resolutions amending Resolution 2014-07, a copy of such resolution shall be forward to the COUNTY. Changes to Resolution 2014-07, including superseding resolution adoption by the FIRE DISTRICT, shall not require a revision of 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
NORTH RIVER FIRE DISTRICT
1225 14TH Ave. W.
PALMETTO, FLORIDA 34221

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.

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, Florida, a political subdivision of the State of Florida, acting by and through the Board of County Commissioners, with a quorum present and voting, hereby approves this Interlocal Agreement on the ____ day of _____, 2016.

Attest: Angelina Colonnese
Clerk of the Circuit Court

MANATEE COUNTY, FLORIDA
a political subdivision of the State of Florida

By: _____

By: _____
Deputy Clerk


Chairman
Board of County Commissioners

Date: _____

FIRE DISTRICT

North River Fire District, an independent special fire control district located in Manatee County, Florida, acting by and through the Board of Fire Commissioners, with a quorum present and voting, hereby approves this Interlocal Agreement on the 17st day of November, 2016.

NORTH RIVER FIRE DISTRICT,
an independent special fire control district
located in Manatee County, Florida

Attest: 
Secretary/Treasurer

By: 
Chairman Board of Fire Commissioners

Exhibit A

Boundaries of FIRE DISTRICT

4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, all in Township 33 South, Range 18 East; all of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, and that part of Sections 18, 22, 23 and 24 North of North bulkhead line of the Manatee River, all in Township 34 South, Range 17 East; all of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 18, and 19, and that part of Section 16 lying North of North bulkhead line of the Manatee River, all in Township 34 South, Range 18 East. Further including the full right of way of all abutting roads. Also, all islands and submerged lands within the limits of the established bulkhead line abutting the specified Sections, more particularly described as follows:

Begin at the intersection of the established or to be established bulkhead line along the North bank of the Manatee River with the West boundary of Section 7, Township 34 South, Range 17 East; thence Easterly along the established or to be established bulkhead line of the Manatee River to the East boundary of Section 12, Township 34 South, Range 18 East; thence Northerly along the East boundary of Township 34 South, Range 18 East to the Manatee County Hillsborough County boundary line; thence Westerly along the Manatee County Hillsborough County boundary line to the established or to be established bulkhead line of the East shore of Tampa Bay; thence Southerly and Westerly along the established or to be established bulkhead line of Tampa Bay and Terra Ceia Bay to the established or to be established bulkhead line on the North bank of the Manatee River to the West boundary of Section 7, Township 34 South, Range 17 East and the Point of Beginning.

Exhibit B

Map of FIRE DISTRICT

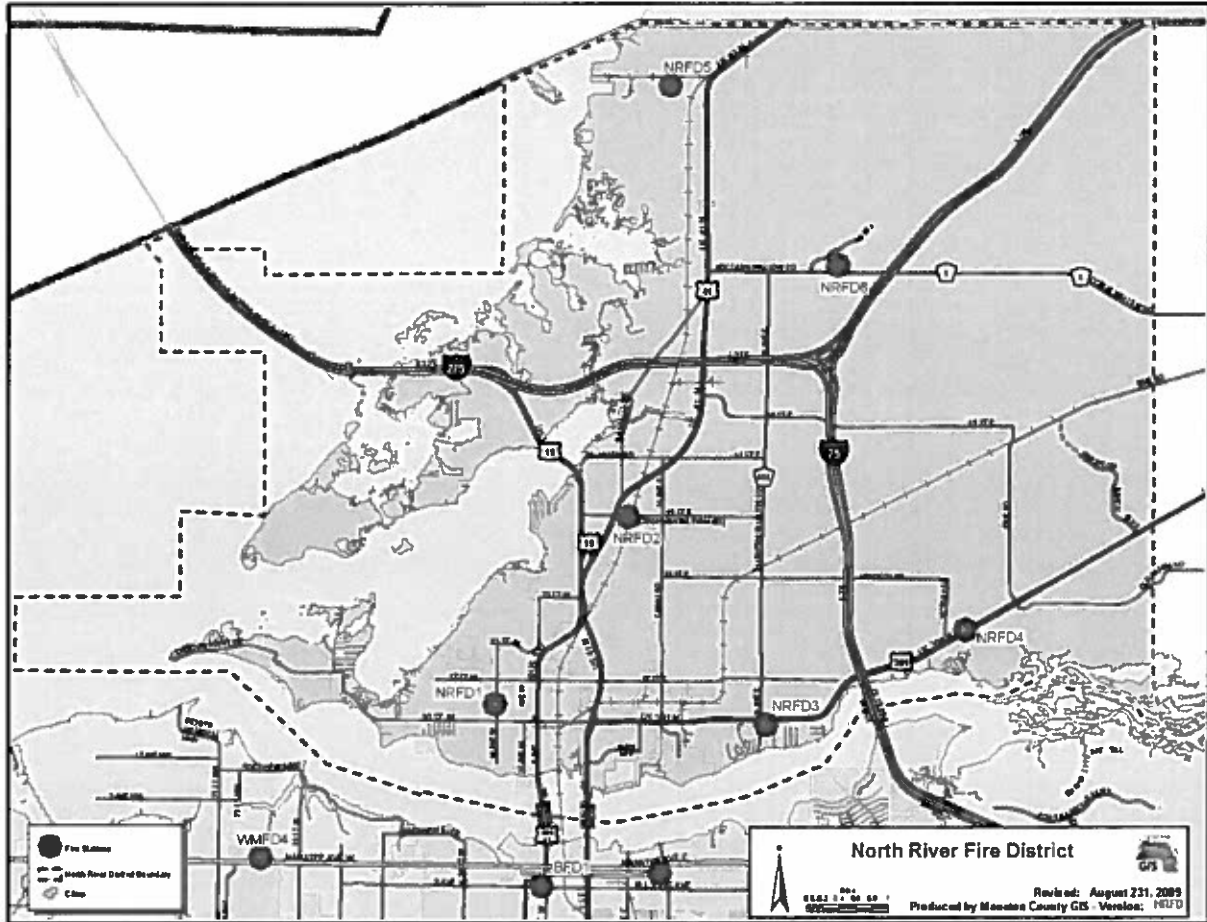


Exhibit C

RESOLUTION NO. 2014-07

A RESOLUTION OF THE NORTH RIVER FIRE DISTRICT BOARD OF FIRE COMMISSIONERS, ADOPTING A USER SERVICE FEE SCHEDULE.

WHEREAS, the North River Fire District pursuant to the provisions of Chapter 191.006(11), F.S. has authority to charge user fees authorized by resolution of the 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, the North River Fire District may provide for a reasonable schedule of charges for inspecting structures, plans, and equipment to determine compliance with fire safety codes and standards;

NOW THEREFORE BE IT RESOLVED by the Board of Fire Commissioners of the North River Fire District that a User Service Fee Schedule is hereby adopted and identified herein as North River Fire District User Service Fee Schedule, effective November 1, 2014.

ADOPTED by the North River Fire District Board of Fire Commissioners, meeting in regular session on September 18, 2014.



CHAIRMAN
PAUL PITCHER

ATTEST:



SECRETARY
MARGARET C. TUSING

Exhibit C

NORTH RIVER FIRE DISTRICT

1225 14th AVENUE WEST, PALMETTO, FL 34221

Phone: (941)721-6700 – Fax: (941)721-6701 – Email: admin@nrfd.org

USER SERVICES FEE SCHEDULE

Collected by Manatee County Building and Development Services

Pursuant to Resolution 2014-07, effective November 1, 2014, North River Fire District initiated a plan review fee schedule. Effective November 17, 2016 North River Fire District adopted Resolution 2016-10 an interlocal agreement, made and entered into by North River Fire District and between Manatee County, Florida, Building and Development Services Department to collect the agreed upon fees:

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)

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
-