

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. **20040807**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize Chairman to sign an interlocal agreement establishing a governing and administrative structure for the Southwest Florida Urban Search and Rescue Team, and appoint the Public Safety Director as the County's representative to the governing structure.

**WHY ACTION IS NECESSARY:** Interlocal agreements require Board approval.

**WHAT ACTION ACCOMPLISHES:** Provides a joint participation agreement for the governing bodies supporting the urban search and rescue team to sponsor and share in the team's administration.

**2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #:**

**C7A**

**3. MEETING DATE:**

**12-14-2004**

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:  
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
  - B. DEPARTMENT \_\_\_\_\_
  - C. DIVISION Public Safety
- BY: John D. Wilson, Director *[Signature]*

**7. BACKGROUND:**

The Southwest Florida Urban Search and Rescue Team has been developed under the sponsorship of the Lee County Fire Chiefs Association. Its purpose is to provide Lee County and its political subdivisions with a team capable of performing technical rescue operations. These activities may be necessary following severe weather events, hurricanes or other human caused disasters. The team is made up of firefighters, paramedics and support staff from the following agencies: Bonita Springs Fire District, Estero Fire Rescue, Fort Myers Beach Fire Control District, Iona-McGregor Fire District, Lee County Public Safety/EMS, San Carlos Park Fire District, and South Trail Fire District.

For the team to have a proper administrative structure to continue operating requires a more formal governing organization than the one afforded it under the Fire Chiefs Association. The attached agreement addresses this need by formally establishing through joint participation: a governing board and board composition, its authority, the team management structure, custodians for supplies and equipment and funds, team participation and annual fees. These fees would be used for team member training, equipment acquisition and maintenance, insurance and other necessary items for team operation. The annual fee would not exceed \$10,000 per team member.

Lee County has supported the creation of this team by supplying paramedics and support staff, in-kind services, and funding to support team training and equipment purchases. Funds have come from the All-Hazards Protection District MSTU and have annually totaled \$6,000.00 to date. Major equipment purchases would be covered by homeland security grants already allocated to the team.

Attachment: One copy of Interlocal Agreement with eight signature pages.

**8. MANAGEMENT RECOMMENDATIONS:** Staff recommends executing the interlocal agreement.

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 11/22/04	<i>[Signature]</i> 11/23/04			<i>[Signature]</i> 11/26/04	<i>[Signature]</i> 11/29/04	<i>[Signature]</i> 11/29/04	<i>[Signature]</i> 11/29/04	<i>[Signature]</i> 11/25/04	<i>[Signature]</i> 11/30/04

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 11/24/04
Time: 11:15
Forwarded To:

RECEIVED BY COUNTY ADMIN:
11/24/04
2:10 PMSL4
COUNTY ADM:
FORWARDED TO: <i>[Signature]</i>
11-20-04
5PM

**INTERLOCAL AGREEMENT**  
**REGARDING THE**  
**SOUTHWEST FLORIDA URBAN SEARCH AND RESCUE TEAM**  
**(FL-TF6)**

THIS INTERLOCAL AGREEMENT, is made and entered into and is effective this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the BONITA SPRINGS FIRE CONTROL AND RESCUE DISTRICT, an independent special district created by the state legislature of the State of Florida, hereinafter referred to as "TEAM MEMBER"; ESTERO FIRE RESCUE DISTRICT, an independent special district created by the state legislature of the State of Florida, hereinafter referred to as "TEAM MEMBER"; FORT MYERS BEACH FIRE CONTROL DISTRICT, an independent special district created by the state legislature, hereinafter referred to as "TEAM MEMBER"; IONA-McGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT, an independent special district created by the state legislature of the State of Florida, hereinafter referred to as "TEAM MEMBER"; LEE COUNTY, a political subdivision and charter county of the State of Florida, hereinafter referred to as "TEAM MEMBER"; SAN CARLOS PARK FIRE PROTECTION AND RESCUE SERVICE DISTRICT, an independent special district created by the state legislature of the State of Florida, hereinafter referred to as "TEAM MEMBER"; and SOUTH TRAIL FIRE PROTECTION AND RESCUE SERVICE DISTRICT, an independent special district created by the state legislature of the State of Florida, hereinafter referred to as "TEAM MEMBER"; the "TEAM MEMBERS" shall hereinafter collectively be referred to as the "PARTIES".

**WITNESSETH:**

WHEREAS, §163.01 Florida Statutes, the Interlocal Cooperation Act of 1969, authorizes the joint exercise of any power, privilege or authority which the public agencies involved herein might exercise separately; and

WHEREAS, the PARTIES are Public Agencies, within the State of Florida as defined by Section 163.01, Florida Statutes, the Interlocal Cooperation Act of 1969, and desire the joint exercise of power which each might exercise separately for the purpose of providing specialized technical search and rescue services; and

WHEREAS, the PARTIES acknowledge that this cooperative joint exercise of power enables them to provide advanced services to the benefit of their jurisdictions and other units of government in the State of Florida.

NOW, THEREFORE, in consideration of the mutual promises, covenants and duties hereinafter set forth, the PARTIES formally covenant, agree and bind themselves as follows:

**SECTION ONE: EXERCISE OF AUTHORITY**

The PARTIES in their joint exercise of power and authority, agree to jointly sponsor and participate in the creation and administration of the SOUTHWEST FLORIDA URBAN SEARCH AND RESCUE TEAM, (FL-TF6), hereinafter referred to as the "TEAM". Pursuant to and in accordance with the provisions of Section 163.01, Florida Statutes, the PARTIES, in their joint exercise of power and authority, by and through this Interlocal Agreement, hereby provide for, create and establish a separate legal entity to administer and execute this Agreement to be known as the SOUTHWEST FLORIDA URBAN SEARCH AND RESCUE TEAM, which shall be governed by a

BOARD as provide herein. The TEAM shall have all of the applicable rights, powers, obligations and limitations as provided in Section 163.01, Florida Statutes, unless provided otherwise herein. The TEAM can not hold title to real property or bind the TEAM MEMBERS financially or contractually.

#### **SECTION TWO: PURPOSE**

The purpose of this TEAM is to provide the PARTIES, Lee County, and the local governmental agencies within Lee County and the State of Florida, and its political subdivisions, with a technical search and rescue team.

#### **SECTION THREE: TERM**

This agreement shall be in effect until September 30, 2005, and shall automatically renew for additional one year periods of time, unless a PARTY withdraws in accordance with the provisions of Section Twelve, or the agreement is terminated in accordance with the provisions of Section Twelve.

#### **SECTION FOUR: GOVERNING BOARD COMPOSITION & CONDUCT OF MEETINGS**

The PARTIES agree that a BOARD consisting of one representative appointed by the governing body of each TEAM MEMBER shall govern this TEAM. The members of the BOARD shall select a Chairperson, who shall serve in that capacity for a period of one (1) year. The Chairperson position shall be rotated on an annual basis; such rotation shall occur on October 1<sup>st</sup> of each year. The individual BOARD members shall serve without additional compensation at the pleasure of their respective Public Agency governing boards.

Meetings of the BOARD shall be open to the public. Minutes of the meetings of the BOARD shall be maintained. The BOARD shall be subject to the applicable provisions of Chapters 119 and 286, Florida Statutes

**SECTION FIVE: GOVERNING BOARD AUTHORITY**

The BOARD, by majority vote of all the BOARD Members, shall have final responsibility and authority in all matters concerning the development, equipping, staffing and operation of the TEAM. The BOARD shall appoint a PROGRAM MANAGER. The PROGRAM MANAGER may be replaced at any time by a majority vote of the BOARD. The TEAM'S PROGRAM MANAGER shall have the authority to commit the TEAM resources to assist at emergency incidents as may be requested by Lee County emergency service agencies, or if out of Lee County at the request of the Florida Division of Emergency Management, an agency of the State of Florida. Responses of the TEAM to locations outside of Region 6 shall be made only with prior consent of the BOARD.

The BOARD shall appoint a TEAM MEMBER to carry out the administrative affairs of the TEAM.

The BOARD may enter into and execute "Affiliate Membership" agreements with other governmental entities and agencies or private partnerships within the Southwest Florida region. Affiliate Membership may be afforded to entities and organizations that can provide specially trained personnel or other specialized assets to function in an operational emergency response with the TEAM. Acceptance of specific personnel or operational assets from Affiliate Members shall be at the sole discretion of the BOARD.

This acceptance, or membership, may be terminated at the discretion of the BOARD at any time. Affiliate Members shall not appoint representatives to the BOARD.

The BOARD may receive and review a request from another Florida Public Agency, as defined by Section 163.01 Florida Statutes to join as a TEAM MEMBER. Should the BOARD recommend said entity for membership, the entity must adopt and become a party to this INTERLOCAL AGREEMENT. New TEAM MEMBERS shall be required to pay an amount equal to the current year assessment and the prior year assessment paid by existing TEAM MEMBERS. New TEAM MEMBERS, may at the discretion of the BOARD, have past annual fees paid in installments over a predetermined period of time. New TEAM MEMBERS shall each appoint a representative to the BOARD.

#### **SECTION SIX: TEAM MANAGEMENT**

The PROGRAM MANAGER may designate individual TASK FORCE LEADERS to supervise the operations of the TEAM at emergency incidents or training sessions. When at the scene of an emergency the TEAM shall operate under the authority of the INCIDENT COMMANDER. For the purposes of this agreement, the INCIDENT COMMANDER is defined as the lead individual representing the authority having jurisdiction and having overall responsibility for the emergency response phase of an emergency incident.

#### **SECTION SEVEN: TEAM RULES, REGULATIONS & SUBCOMMITTEES**

The BOARD shall approve rules and regulations governing the TEAM. The BOARD may also appoint working subcommittees who may develop organizational policies, procedures, standards and guidelines governing the TEAM. These policies,

procedures, standards and guidelines may include, but not be limited to: planning, operations, deployment, equipment, personnel, and code of conduct. The BOARD however shall maintain oversight of its subcommittee activities.

#### **SECTION EIGHT: CUSTODIAN OF SUPPLIES AND EQUIPMENT**

The TEAM shall maintain an inventory of specialized urban search and rescue equipment and supplies which may be acquired through available Federal, State or local grants, or other available funds or sources. The BOARD shall appoint a TEAM MEMBER to act as custodian of supplies and equipment. The TEAM may retain ownership of such supplies and equipment or the TEAM may transfer ownership of such supplies and equipment to the TEAM MEMBERS. TEAM MEMBERS may donate supplies and equipment to the TEAM, whereupon ownership shall be transferred to the TEAM. TEAM MEMBERS may loan supplies and equipment to the TEAM, whereupon individual TEAM MEMBERS shall maintain ownership.

The TEAM MEMBER acting, as custodian of the supplies and equipment shall maintain an inventory of TEAM'S supplies and equipment in accordance with Florida law. Inventories of supplies and equipment may be subjected to a physical audit at the request and expense of a TEAM MEMBER.

The costs for the repair, maintenance and insurance of the cache of supplies and equipment shall be shared equally by the PARTIES.

All procurements of equipment and supplies shall be in accordance with the provisions and limitations of Florida Law governing public bodies...

### **SECTION NINE: CUSTODIAN OF FUNDS**

The BOARD shall appoint a TEAM MEMBER as Custodian to act as the fiscal agent to be the official recipient and disbursement of TEAM funds. This Custodian is, subject to prior BOARD approval, authorized to enter into grants, agreements and contracts on behalf of the TEAM. The Custodian shall also handle the TEAM'S financial matters and may receive and disburse funds in accordance with established BOARD policies and procedures. The Custodian shall maintain all team funds in a segregated account and such accounts shall be audited annually in accordance with Florida Law pertaining to governmental audits, and may be audited at the request and expense of a TEAM MEMBER. Disbursements of TEAM funds shall be made only upon the appropriate approval of the BOARD, and only for public purposes.

### **SECTION TEN: ANNUAL FEES**

The PARTIES agree to pay fees established by the BOARD as may be necessary for the training, acquisition of equipment, acquisition of personal protective equipment, maintenance of said equipment and insurance for the team as well as other items deemed necessary for the operation of the TEAM.

### **SECTION ELEVEN: PARTICIPATION**

TEAM MEMBERS may allow or assign specific employees to participate in, or assist with the planning, coordination, operations, deployment and training activities associated with the TEAM. TEAM MEMBERS may adopt internal agency regulations governing their employees as may be necessary to support the TEAM. Any employee of a TEAM MEMBER shall remain an employee of that individual entity, for purposes of insurance, compensation, liability and all other employer/employee related matters.



Individual employees shall also remain subject to the rules, regulations, policies, procedures and/or directives of their employing agency as well as those rules adopted by the TEAM.

**SECTION TWELVE: WITHDRAWAL, TERMINATION OR DISSOLUTION**

A TEAM MEMBER, upon giving three hundred, sixty-five (365) days written notice to each of the other TEAM MEMBERS, may withdraw its participation in this Agreement. In no case, however, shall fees be refunded to any TEAM MEMBER for any prior year's membership, upon such withdrawal.

All of the PARTIES upon their mutual consent and upon giving three hundred, sixty-five (365) days written notice, may terminate this Agreement and dissolve the TEAM. In the event of dissolution of the TEAM, the assets owned by the TEAM shall be proportionately distributed among the TEAM MEMBERS based on the total amount of assessments paid by the TEAM MEMBERS to the TEAM, unless otherwise agreed by unanimous vote of all BOARD members. Property of TEAM MEMBERS on loan for use by the TEAM shall be returned to the TEAM MEMBER that originally loaned the property to the TEAM.

**SECTION THIRTEEN: INDEPENDENT CONTRACTOR**

The TEAM MEMBERS are independent contractors, not agents or employees of any other governmental entity participating in this agreement, and shall not attain any rights or benefits of another entity, further they shall not be entitled to Florida Worker's Compensation benefits except as provided for by their employing agency. It is the PARTIES' intention that the TEAM MEMBERS will be independent contractors and not the PARTIES' employees for any purposes, including, but not limited to, the application

of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida Revenue and Taxation Law, and Florida Unemployment Insurance Law. This agreement shall not be construed as creating any joint employment relationship between the TEAM MEMBERS, and the PARTIES' will not be liable for any unpaid minimum wages and/or overtime premiums.

**SECTION FOURTEEN: COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The PARTIES shall comply with all applicable laws, ordinances and codes of Federal, State and Local governments. TEAM MEMBERS agree that they shall not discriminate as to race, sex, age, color, creed, national origin, religion, ancestry, marital status or handicap in connection with their performance under this Agreement.

**SECTION FIFTEEN: LIABILITY AND INDEMNIFICATION**

Individual TEAM MEMBERS will be individually liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of their own official or employee while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be liable in accordance with the general Laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be amended from time to time.

The PARTIES, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save and hold harmless individual TEAM MEMBERS, officers, agents and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of, any obligations arising

out of execution of duties and due to any act or occurrence of omission or commission of the PARTIES, their agents or employees. The PARTIES agree that this paragraph shall not waive sovereign immunity of any individual TEAM MEMBER, or waive the benefits of Sections 768.28 and 355.055, Florida Statutes, or any similar provision.

TEAM MEMBERS nor the governing BOARD, shall not bear any liability for, nor shall TEAM MEMBERS nor the governing BOARD reimburse any individual for any tort, worker's compensation or other liability, nor shall the governing BOARD indemnify, defend or hold any individual harmless from or against any action, suit or liability of any nature whatsoever, nor shall the governing BOARD bear any liability of any nature whatsoever for any act or omission of individual members.

#### **SECTION SIXTEEN: CONFLICT OF LAWS**

Any provision of this Agreement later to be found in conflict with Federal or State law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder shall remain in full force.

#### **SECTION SEVENTEEN: AMENDMENT**

This Agreement may be amended only in writing and duly executed by the PARTIES with the same formalities as this Agreement.

#### **SECTION EIGHTEEN: ASSIGNMENT**

No Assignment, delegation, transfer or novation of this Agreement or any part thereof shall be made, unless approved in writing by the PARTIES.

**SECTION NINETEEN: NOTICES**

Any notices or other documents permitted or required to be delivered pursuant to this Agreement shall be delivered to the attention of the Office of the Fire Chief, if a Fire District, or the Director of the Department of Public Safety, if to the County.

**SECTION TWENTY: ENTIRE AGREEMENT**

This Agreement is the entire Agreement between the Parties.

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**THE REMAINDER OF THIS PAGE HAS PURPOSELY BEEN LEFT BLANK.**

The foregoing interlocal agreement was adopted by the Lee County Board of County Commissioners upon a motion by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_ and, upon being put to a vote as follows:

Bob Janes \_\_\_\_\_

Ray Judah \_\_\_\_\_

John Albion \_\_\_\_\_

Douglas St. Cerny \_\_\_\_\_

Tammy Hall \_\_\_\_\_

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of County Attorney

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals  
the day and year below written.

**ATTEST:**

**LEE COUNTY**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

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

**Approved as to Form and  
Legal Sufficiency**

**By:** \_\_\_\_\_

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