

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the cities of Port Orange, Panama City, and Naples, Florida municipal corporations organized and existing under the laws of the State of Florida, hereinafter also collectively referred to as "Participating Cities".

WITNESSETH:

WHEREAS, the Participating Cities to this agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969 (Sec.163.01, Florida Statutes) to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts for herein in the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the Participating Cities may exercise their respective powers, privileges and authority which they may separately, but which pursuant to this Interlocal Agreement and Cooperation Act may exercise collectively; and

WHEREAS, the Participating Cities are subject to the impact of various natural disasters including hurricanes, tornados, wild fires and other natural disasters; and

WHEREAS, the Participating Cities are signatory parties to the Florida State wide mutual-aide system (see attachment A); and

WHEREAS, the Participating Cities have mutually agreed to pre-plan and coordinate and support each other in the event of a large scale natural disaster; and

WHEREAS, the governing bodies of the Participating Cities by mutual consent have agreed that forming such a cooperative effort is in the best interest of their community; and

WHEREAS, the City Managers of the Participating Cities have agreed to initiate pre-planning and advance coordination activities in preparation for various natural disasters as part of the Florida City/County Management Association (FCCMA) Hurricane Partners Program; and

WHEREAS, the City Managers are vested with the authority to implement this agreement in conformance with the state-wide mutual aid agreement and the efforts of the International City/County Management Association (ICMA) & FCCMA Programs to pre-identify and coordinate local government resources.

WHEREAS, entering into this Interlocal Agreement is in the best interests of the citizens of the Participating Cities, as it will benefit the health, safety and welfare of said

citizens.

WHEREAS, in consideration of the premises, mutual covenants, provisions and representations contained herein, the parties hereto agree as follows:

1. The Participating Cities agree to mutually cooperate for the purposes of pre-disaster planning using the tools, programs and resources of the ICMA & FCCMA.

2. The Participating Cities agree to mutually cooperate to coordinate pre-disaster planning in conformance with the state-wide mutual aid agreement (attachment A) which shall serve as a model process for implementing the disaster response if requested by any signatory to this agreement.

3. The Participating Cities hereby agree to provide resources in response to a natural disaster based on; the declaration of disaster for that community, the subsequent request of the City Manager in the affected City, and ability of the city to provided the requested assistance.

4. The allocation of resources to another Participating City in the event of a declaration of disaster shall be subject to the approval by the governing body of that City.

5. This Interlocal Agreement shall become effective upon being filed with the Clerk of the Circuit Court, Volusia County, Florida. This Interlocal Agreement shall remain in effect for four (4) years and shall expire November 30, 2010, unless renewed by the Participating Cities upon formal action of their respective governing bodies.

6. Otherwise, any Party may terminate this Interlocal Agreement upon one hundred eighty (180) days written notice.

7. This Interlocal Agreement may be amended by mutual written agreement of the parties. Any amendments to this Interlocal Agreement shall be effective upon being filed with the Clerk of the Circuit Court of Volusia County, Florida.

8 Any dispute as to the terms of this Interlocal Agreement shall be resolved by the City Manager of each of the Participating Cities.

9 Each party shall be solely responsible for its performance under this Interlocal Agreement, and no liability shall inure to the other party from such performance or lack of performance.

10. The City Manager of each Participating City is hereby authorized and directed after approval of this Interlocal Agreement by the respective governing bodies and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of the Circuit Court of Volusia County, Florida.

11. No covenant, stipulation, obligation or agreement contained herein shall be

deemed to be a covenant, stipulation or agreement of any present or future member of the governing body or agent or employee of any Participating City in its, his, her or their individual capacity, and neither the members of the governing body shall be liable personally or shall be subject to any accountability for reasons of the execution by a Participating City of this Interlocal Agreement.

12. If any one or more of the covenants, agreements or provision of this Interlocal Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Interlocal Agreement.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

**Interlocal Agreement, Pre-Disaster Planning and Response
Signatory Page**

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned has entered into this Interlocal Agreement on the date and year first written.

CITY OF PORT ORANGE, a Florida
municipal corporation

By: _____
Allen Green, Mayor

Attest: _____
Kenneth W. Parker, City Manager

**Interlocal Agreement, Pre-Disaster Planning and Response
Signatory Page**

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned has entered into this Interlocal Agreement on the date and year first written.

PARTICIPATING CITY
City of Naples, a Florida
Municipal Corporation

By: _____
Bill Barnett, Mayor

Attest:

Approved as to form and legality:

Tara A. Norman, City Clerk

By: _____
Robert D. Pritt, City Attorney

Interlocal Agreement, Pre-Disaster Planning – Signatory Page

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned has entered into this Interlocal Agreement on the date and year first written.

PARTICIPATING CITY

_____, a Florida
Municipal Corporation

By: _____

Attest: _____