

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF NEW PORT RICHEY AND PASCO COUNTY FOR  
DISASTER RESPONSE AND RECOVERY RELATED SERVICES**

This Interlocal Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the City of New Port Richey ("CITY"), an incorporated municipality and political subdivision of the State of Florida and Pasco County, Florida ("COUNTY"), a political subdivision of the State of Florida, by and through its Board of County Commissioners (jointly the parties hereto).

**WITNESSETH:**

WHEREAS, the parties hereto are authorized under Chapter 163, Florida Statutes to enter into Interlocal Agreements to make the most efficient use of their respective powers, resources, authorities, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services provided for herein in a manner to best utilize existing resources, powers, and capabilities available to each of them; and

WHEREAS, the COUNTY has certain obligations under Chapter 252, Florida Statutes, during an emergency event which may include but are not limited to natural disasters such as hurricanes, tornadoes, windstorms, floods, and fires as well as manmade events such as catastrophic accidents, civil unrest, or terrorist attacks; and

WHEREAS, pursuant to Section 252.32, Florida Statutes, the governing body of each political subdivision of the state is granted by the Florida Legislature emergency powers as outlined by the Chapter, and

WHEREAS, pursuant to Section 252.38, Florida Statutes, each local emergency management agency shall have jurisdiction over and serve an entire county and shall have an Emergency Management Director appointed by the Board of County Commissioners or the Chief Administrative Officer of the COUNTY, and

WHEREAS, pursuant to Section 252.38 Florida Statutes, the CITY has its own emergency management program and coordinates its activities with the COUNTY; and

WHEREAS, the parties hereto recognize the vulnerability of the people, communities, schools, businesses, faith-based, civic and non-governmental organizations, effectively the "whole community" located within Pasco County to these natural and manmade disasters; and

WHEREAS, the full and effective utilization of resources available to Pasco County is necessary for protection and response in order to meet the needs of persons threatened, impacted, or recovering from an incident; and

WHEREAS, the parties hereto, in order to more efficiently serve its residents during response and recovery operations, desire to enter into this Agreement; and

NOW THEREFORE, in consideration of mutual covenants, promises and provisions contained herein, the CITY and COUNTY agree as follows:

1. The "Whereas" provisions cited above are true, correct, and are incorporated herein by reference.
2. The COUNTY and CITY shall, insofar as possible, follow the National Incident Management System (NIMS) guiding framework and the Incident Command System (ICS).
3. The CITY will provide the necessary training regarding NIMS to its employees.
4. The COUNTY and CITY shall each designate a contact person to take all necessary steps for the implementation of this Agreement.

Upon execution of this Agreement, the contact person for the COUNTY is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The contact person for the CITY is:

Chris Fitch, Fire Chief  
5919 Main Street  
New Port Richey, FL 34652

The contact person for implementation of the Agreement may be changed if provided in writing pursuant to Paragraph 11 without the need for formal modification of the Interlocal Agreement.

5. Upon a request from the COUNTY during a declared State of Emergency or Federal Disaster Declaration, the CITY, within its sole discretion, shall provide staff resources, vehicles, equipment, and facilities under its control where and when available.

6. The CITY will coordinate all requests for state or federal emergency response assistance through the COUNTY. The COUNTY will communicate those requests which cannot be handled locally in a timely manner through WebEOC or its successor.

7. The COUNTY shall reimburse the CITY actual costs at 100% based on FEMA eligible expenses. The CITY shall track from implementation to completion the costs of providing resources during the incident duration and provide this documentation within 30 days of the completion of services.

8. This Interlocal Agreement may be executed in counterparts, the sum of which shall be considered the final Agreement.

9. This Interlocal Agreement shall not be assigned without prior written consent of the other party. In addition, this Agreement shall be binding upon its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.

10. This Interlocal Agreement and any subsequent amendment hereto shall be filed with the Clerk of the Circuit Court in the Official Records of Pasco County as provided by Section 163.01 (11), Florida Statutes, prior to its effectiveness.

11. This Interlocal Agreement shall be considered effective as the date when fully executed by both parties and recorded pursuant to paragraph 8 above and shall continue in effect unless otherwise terminated as provided herein. Either party may terminate this Interlocal Agreement upon sixty (60) days written notice.

12. The parties agree that nothing contained herein is intended to, nor shall be construed as, a waiver of the CITY'S or COUNTY'S rights and immunities under common law or Section 768.28, Florida Statutes, as might be amended from time to time.

13. Any official notice or correspondence, copy of correspondence, copy of application, copy of report, request for comment, or other written communication that is required by the terms of this Agreement by either the CITY or COUNTY shall be provided to the following:

To the COUNTY: County Administrator  
8731 Citizens Drive, Suite 350  
New Port Richey, FL 34654

To the CITY: City Manager  
5919 Main Street  
New Port Richey, FL 34652

The contact person for notice may be changed if provided in writing to the other party without the need for formal modification of the Interlocal Agreement.

14. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

15. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible to perform.

16. This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce the Agreement shall be held in the Sixth Judicial Circuit in and for Pasco County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity, or by statute or otherwise. No exercise by any party of any right, power, or

remedy hereunder shall preclude any other further exercise thereof. In the event of a dispute, each party is responsible for their own attorney's fees and costs.

17. This Agreement represents the entire Agreement between the parties hereto with respect to the subject matter contained herein. This Agreement may only be modified by a written document executed by both parties.

IN WITNESS WHEREOF, the parties hereto do cause this Interlocal Agreement to be executed and effective on the date as stated.

SEAL

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
Nikki Alvarez-Sowles, Esq.  
Clerk & Comptroller

\_\_\_\_\_  
Ronald E. Oakley  
Chairman

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

CITY OF NEW PORT RICHEY, FLORIDA

\_\_\_\_\_  
Judy Meyers  
City Clerk

\_\_\_\_\_  
Debbie Manns  
City Manager

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