



Office of the Chief
MEMORANDUM

DATE: February 21, 2019

TO: Board of Fire Commissioners

FROM: Brian Gorski, Fire Chief

RE: **Interlocal Funding Agreement between Southern Manatee Fire Rescue District and Manatee County Government Regarding Hazmat Services**

BACKGROUND:

Back on September 6, 2011 Manatee County adopted Resolution 11-176 providing for financial and logistical support to respond to hazardous material incidents by the Manatee County Hazardous Materials Team.

Even though Manatee County adopted this resolution for financial and logistical support, the process set up to utilize these funds was labor intensive that caused undue delays. Before this money could be spent it required prior approval by the Manatee County Fire Chief's first, which only meets once a month, and then approval from the Public Safety Director.

If either the Manatee County Fire Chief's or Public Safety Director requested more information about the purchase or repair, further delays resulted. Typically these delays caused safety issues, morale issues and frustrations among the Team members. Additionally budgeted money not spent in this fund rolled back in the Manatee County General Revenue account at the end of the fiscal year and jeopardize funding for the new fiscal year since it was not spent.

In 2014 Southern Manatee Fire Rescue District took over the responsibility of the Manatee County Hazardous Materials Team and worked out a process for the Team to get equipment repair and/or purchase supplies. This process was for Southern Manatee to make the purchase or repair first and then submit directly to the Manatee County Finance Department for reimbursement with all

of the documentation that they required.

While working on the recently adopted Interlocal Agreement regarding the Manatee County Hazardous Materials Team that was ratified by all Fire District's and Manatee County Government, Manatee County Government began working on a funding agreement between Southern Manatee and Manatee County to even simplify the process even more.

This funding agreement is a three (3) year agreement that provides \$38,000 a year directly to Southern Manatee Fire Rescue District on December 1 of each fiscal year. The total funding over this three (3) year term would be \$114,000.00.

RECOMMENDATION:

Staff recommends adoption of this three (3) year funding agreement between Southern Manatee Fire Rescue District and Manatee County Government for the amount of \$38,000 on December 1 of each fiscal year to be used for equipment, supplies and maintenance for the Hazardous Materials Team.

Cc: Attachments

Interlocal Agreement

Manatee County, Florida

**Interlocal Funding Agreement regarding Hazmat Services by
Southern Manatee Fire Rescue District for Manatee County**

ADOPTED: February 21, 2019

INTERLOCAL AGREEMENT
regarding
HAZMAT SERVICES BY
SOUTHERN MANATEE FIRE RESCUE DISTRICT FOR MANATEE COUNTY

This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the 1st day of October, 2018, (“Effective Date”) by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **Southern Manatee Fire Rescue District**, an independent special fire control district located in Manatee County, Florida, hereinafter referred to as “SMFRD”.

RECITALS

WHEREAS, hazardous material response (“Hazmat Services”) is a highly technical field that requires specialized equipment and training; and

WHEREAS, SMFRD is qualified to provide Hazmat Services; and

WHEREAS, in order to protect the citizens of Manatee County from exposure to the dangers of various hazardous substances, the County and SMFRD believe it is essential to cooperatively maintain the capability, expertise, and resources to respond effectively when and where hazardous material release or exposures occur; and

WHEREAS, on September 6, 2011, the County adopted Resolution 11-176 providing for financial and logistical support to respond to hazardous material incidents; and

WHEREAS, Chapters 125 and 166 of Florida Statutes and Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act”, permits the County and SMFRD to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and SMFRD wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to providing Hazmat Services for the County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the County and SMFRD agree as follows:

Article I
HAZMAT SERVICES

1.1 Hazmat Services. SMFRD shall provide Hazmat Services for the County in accordance with the following conditions:

- A. SMFRD shall comply with all applicable federal, state, county, and municipal laws and regulations; and
- B. SMFRD staff shall remain employees of SMFRD while providing the Hazmat Services for the County and the performance of their duties shall be under the supervision and direction of the Board of Fire Commissioners for SMFRD.

1.2 Reports of SMFRD. SMFRD shall provide the County with quarterly reports listing all Hazmat incidents responded to within Manatee County and a list of Hazmat supplies purchased with the funding from this Interlocal Agreement. Reports shall be submitted electronically to the Director of the Public Safety Department, Robert Smith, at Robert.smith@mymanatee.org with copy to Cheryl.thompson@mymanatee.org.

1.3 County Funding of Services. In exchange for SMFRD's Hazmat Services, County shall provide funding to SMFRD in the amount of thirty-eight thousand dollars (\$38,000.00) to assist with the costs, as defined in Section 2-13-37 of the Manatee County Code of Ordinances, associated with providing Hazmat Services to the County. Payment of such funds shall be made for each fiscal year on December 1st.

1.4 Annual Appropriation of County Funds. The County's obligation under Section 1.3 beyond fiscal year 2018/2019 shall be contingent upon annual budgeting and the appropriation of legally available funds.

Article II
TERM; TERMINATION

2.1 Term. Unless terminated pursuant to Section 2.3, or renewed pursuant to Section 2.2, this Interlocal Agreement shall have a term of three (3) years.

2.2 Renewal. Subject to the mutual agreement of both parties, SMFRD and the County may renew this Interlocal Agreement for one additional three-year term.

2.3 Termination.

A. This Interlocal Agreement may be terminated by mutual written consent of the parties or upon ninety (90) days prior written notice by the County to SMFRD. Upon early

termination, SMFRD shall refund to the County, on a pro-rated basis, any unused portion of its annual funding, within sixty (60) days.

B. Notwithstanding any provision herein to the contrary, if County funds are not appropriated for this Interlocal Agreement, the County shall be entitled to terminate this Agreement immediately upon written notice to SMFRD, without penalty or liability.

Article III
INDEMNIFICATION

3.1 Indemnification.

A. To the extent permitted by applicable Florida law and without waiving sovereign immunity, SMFRD shall indemnify and hold harmless the County, its Board of County 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 SMFRD's acts and responsibilities provided for in this Interlocal Agreement.

B. To the extent permitted by applicable Florida law and without waiving sovereign immunity, the County shall indemnify and hold harmless SMFRD, 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. Notwithstanding the foregoing, any liability arising under this section shall be limited to the amounts set forth in Section 768.28, Florida Statutes, regardless of whether the claim arises in tort, contract, or otherwise.

Article IV
GENERAL PROVISIONS

4.1 Independent Contractors. The relationship of SMFRD to County shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to SMFRD or any of the officers, employees, personnel, agents, or subconsultants of SMFRD any rights, interest or status as an employee of County.

4.2 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.3 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.4 Headings; Pronouns. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

4.5 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.

4.6 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, or if in Federal Court, the Middle District of Florida, Tampa Division.

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

If to County: Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue West, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790
Email:Robert.smith@mymanatee.org
Cheryl.thompson@mymanatee.org

If to SMFRD: Southern Manatee Fire Rescue District
P.O. Box 20216
Bradenton, FL 34204
Attention: Fire Chief
Facsimile: (941) 751-7694
Email: bgorski@smfr.com

With copy to: Maggie Mooney, Esq.
6853 Energy Court
Lakewood Ranch, FL 34240
Facsimile: (941) 941-306-4832

4.8 Effective Date. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be effective upon the filing of a fully executed copy of this Agreement with the Clerk of the Circuit Court for Manatee County.

4.9 Entire Agreement. This Interlocal Agreement sets 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.

4.10 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 Section 163.01(11), Florida Statutes, any amendments to this Interlocal Agreement shall become effective upon approval and execution by all parties and filing with the Clerk of Circuit Court for Manatee County.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

**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

**SOUTHERN MANATEE FIRE
RESCUE DISTRICT**

By: _____
Chairperson

ATTEST:

By: _____
Secretary/Treasurer