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## INTERLOCAL AGREEMENT

*regarding*

### EMERGENCY DISPATCH SERVICES

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*by and between*

### MANATEE COUNTY FIRE AGENCIES AND MANATEE COUNTY, FLORIDA

This is an Interlocal Agreement ("Interlocal Agreement" or "Agreement") made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") by and between **Manatee County**, a political subdivision of the State of Florida whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter referred to as the ("County") and the following fire agencies which have been created pursuant to the laws of Florida, hereinafter referred to as the ("Fire Agencies"):

West Manatee Fire and Rescue District  
701 63<sup>rd</sup> St. W  
Bradenton, FL 34209

Cedar Hammock Fire Control District  
5200 26<sup>th</sup> St W  
Bradenton, FL 34207

Southern Manatee Fire Rescue District  
2451 Trailmate Dr  
Sarasota, FL 34243

North River Fire District  
Palmetto, FL 34221  
1225 14<sup>th</sup> Ave W.

East Manatee Fire Rescue District  
3200 Lakewood Ranch Blvd  
Bradenton, FL 34211

Parrish Fire District  
12132 US 301 N  
Parrish, FL 34219

Duette Fire Rescue District  
35800 SR 62  
Duette, FL 34219

### **RECITALS**

**WHEREAS**, the "Florida Emergency Communications Number E911 State Plan Act", Section 365.171, Florida Statutes, gives the State of Florida Division of Communications responsibility for directing and implementing a statewide 9-1-1 system; and

**WHEREAS**, the County is authorized by the State of Florida Division of Communications to provide an emergency 9-1-1 telephone number and dispatch system; and

**WHEREAS**, the Fire Agencies, funded by Manatee County taxpayers of their respective districts, were created by acts of the State of Florida legislature via the Special Acts process; and

**WHEREAS**, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act", permits the parties hereto 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 Fire Agencies and the County have determined that it is in the best interest of the health, safety and welfare of the citizens of Manatee County to enter into this Interlocal Agreement, setting forth the terms and conditions for the continued sharing of the centralized dispatching services located at the Manatee County Public Safety Complex at 2101 47<sup>th</sup> Terrace East, Bradenton, Florida 34203 ("Emergency Communication Center"), in order to make the most efficient use of coordinated dispatch and communication services.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which are hereby acknowledged, the County and the Fire Agencies agree as follows:

### ***Article I*** **AUTHORITY**

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125, 166, 189, and 191 of Florida Statutes and Section 163.01 of Florida Statutes.

### ***Article II*** **COUNTY'S CONTRIBUTION AND RESPONSIBILITIES**

**2.1** County agrees to provide Fire Agencies with emergency dispatch from calls for service received through the 9-1-1 telephone lines and radio calls between agencies over the P25 system and the VHF conventional system.

**2.2** County agrees to provide the Fire Agencies with records of dispositions of responding units as transmitted to the communications center, assignment of incident numbers to agency responses, mutual aid responses by established agreement, notification of additional agencies when requested, periodic tone tests by established agreement, and special announcements when requested.

**2.3** County shall maintain control over its personnel, policies, and operations for the Emergency Communications Center. Fire Agencies acknowledge that the County

must make the best decisions to accommodate all seven (7) agencies, and therefore the County shall hold the sole decision-making authority on what requests are granted. Fire Agencies may request information and resources from County personnel as outlined in 3.2; however, County personnel are accountable to their own chain of command.

**2.4** County will provide Fire Agencies with CAD information and logging recorder information upon request from a Chief or supervisor in charge of that Fire Agency.

### ***Article III***

### ***FIRE AGENCIES' CONTRIBUTION AND RESPONSIBILITIES***

**3.1** The Fire Agencies agree to respect the written directives of the Manatee County Emergency Communications Center and to assist in maintaining communications with all emergency response agencies and the County.

**3.2** Each respective Fire Agency shall be responsible for advising County's representative (the Director of Public Safety) of its dispatch needs and limitations, if applicable, and all procedures to be followed. County's representative shall advise the respective Fire Agency if County is unable to incorporate any procedures requested by that particular Fire Agency. County has the right to deny any requests from the Fire Agency if the request goes beyond the County's standard operation procedures and what the County can accommodate. If the County is unable to incorporate or accommodate any request from the Fire Agency, this shall not constitute a default of an obligation under this Interlocal Agreement or violation under the terms of this Interlocal Agreement in any way.

**3.3** The Fire Agencies shall claim no right, title, or interest in the County's property or facilities at the County's Public Safety Complex and Emergency Communication Center. In the event any part or portion of the County's Public Safety Complex is destroyed due to fire or other casualty, County shall have no duty to restore its facilities for the sole reason and benefit of the Fire Agencies. If the County restores emergency dispatch services, the needs of the Fire Agencies will be taken into consideration. In the event of such a casualty loss, County may modify or terminate this Agreement as of the date of such loss by providing the Fire Agencies with prompt verbal notice thereof, confirmed in writing within a reasonable time thereafter. Notwithstanding the foregoing, in the event of such a fire or other casualty, the County will use its best efforts to assist the Fire Agencies in providing ongoing county-wide communications and dispatch services.

**3.4 Indemnification.** The Fire Agencies agree to save, defend, indemnify, and hold harmless the County, its agents, officials, directors and employees, from and against any and all claims, actions, damages, injuries, deaths, losses, suits, liabilities, judgments, costs, attorney's fees, and expenses which may arise out of any negligent or intentional act, neglect, error, omission, or default against County as a consequence of the negligent

or intentional acts, errors, or omissions of the Fire Agencies or the Fire Agencies' agents, licensees, or invites. The County agrees to save, defend, indemnify, and hold harmless the Fire Agencies, their agents, officials, directors and employees, from and against any and all claims, actions, damages, injuries, deaths, losses, suits, liabilities, judgments, costs, attorney's fees, and expenses which may arise out of any negligent or intentional act, neglect, error, omission, or default against the Fire Agencies as a consequence of the negligent or intentional acts, errors, or omissions of the County or the County's agents, licensees, or invites. Nothing contained in this paragraph shall constitute a waiver of sovereign immunity, as set forth in Section 768.28, Florida Statutes, or of the limitations on liability provided to either party under the constitution or laws of the State of Florida, and all rights are expressly reserved to the fullest extent allowed by law. In the event of any threatened or impending action arising under the terms of this paragraph, or suit or other proceedings, the party receiving such threat or notice of such impending action shall promptly give notice to the other parties in writing by certified mail. This indemnity provided herein shall not apply to any settlement agreement entered into by a party without the consent of the other parties to this Agreement.

**3.5 Insurance.** Each of the parties hereto shall, at its own cost and expense, shall acquire and maintain during the term of this Agreement, insurance coverage to adequately protect and secure the indemnification of the parties under this Agreement.

#### ***Article IV***

#### ***MUTUAL AGREEMENTS AND UNDERSTANDING***

**4.1** Neither Fire Agencies nor employees acting on behalf of the Fire Agencies shall have a claim against the County arising from any services and/or aid provided pursuant to this Agreement. Neither the County nor its employees acting on behalf of the County shall have a claim against the respective Fire Agencies arising from any services and/or aid provided pursuant to this Agreement. Each party shall bear the liability arising from acts undertaken by its employees pursuant to this Agreement.

**4.2** Each party hereby agrees to notify the other in the event of substantive changes in its needs or procedures which would have an impact upon this Agreement. At

the request of any party, a review of the contents and/or implementation of the Agreement will be conducted by all parties.

**4.3** No party to this Agreement shall have any financial obligation to the other party, unless otherwise expressly stated herein, for services rendered under this Agreement.

**4.4** All parties hereto represent to each other that they have full lawful authority to enter into this Agreement and that all necessary formalities for entering into this Agreement have been complied with.

## ***Article V***

### ***MISCELLANEOUS PROVISIONS***

**5.1 Termination.** Notwithstanding the termination authorized in paragraph 3.3 of this Agreement due to the loss of the County's facilities, this Agreement may be terminated by any party provided that written notice of such termination has been provided three (3) months in advance of the date of termination.

**5.2 Amendment.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of each of the parties to this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

**5.3 County Authority.** The County's Director of Public Safety will have and maintain full authority over capital requests, equipment, County facilities, and the technology utilized in the Public Safety Complex. Any capital equipment issues or issues with County facilities shall be directed to the Director of Public Safety or designee in writing.

**5.4** Nothing herein shall be construed to alter the separate duties of the parties or constitute an obligation of any party to fulfill the duties and responsibilities of the other party.

**5.5 Effective Date.** This Agreement shall be deemed to have taken effect on the date first written above and remain in effect for ten years, with two options to renew for additional five-year terms thereafter.

**5.6 Notice.** All notice permitted or required to be given under this Agreement shall be delivered or mailed to the respective parties at the address as set forth above. All notices to the Fire Agencies shall be directed to the respective Fire Chief for the Fire Agency. All notices to the County shall be directed to the County's Public Safety Director. All notices, demand, payment, request, or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, addressed to the appropriate party, signed by their representatives respectively and addressed as provided below. All notices required to be delivered by one

party to the other shall be given either by personal delivery, by fax, or by U.S. certified mail return receipt requested. Any party may designate a different address during the term of this Agreement by giving written notice to the other party of the new address.

**5.7 Validity and Enforceability.** The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Agreement to the extent of its unenforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity.

**5.8 Application of Florida Law.** This Agreement and the rights of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties hereby submit themselves for the sole purpose of this Agreement and for any controversy arising hereunder to the jurisdiction of the courts located in Manatee County, the State of Florida, and any courts of appeal there from, and waives any objection (on the grounds of lack of jurisdiction, forum non conveniens, or otherwise) to the exercise of such jurisdiction over it by any such courts. Venue for any federal action shall lie solely in the U.S. Middle District Court, Tampa Division, and for any state action shall lie solely in the Twelfth Judicial Circuit in and for Manatee County.

**5.9 Dispute Resolution.** In the event of a dispute between the County and the Fire Agencies regarding this Agreement, the Parties acknowledge that the services provided for in this Agreement may be subject to the conflict resolution processes set forth in Chapter 164, Florida Statutes.

**5.10 Public Records.** This Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes. To the extent required by law, all Parties agree that they shall allow public access to all documents, papers, letters, and other materials made and received in conjunction with this Agreement, which are not exempt or confidential pursuant to Florida law. If any party fails to comply with the requirements of this provision, the non-breaching party may unilaterally terminate this Agreement without further liability.

**5.11 Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes all prior understandings, agreements, or contracts, whether oral or written, implied or explicit, between the parties relating to the subject matter herein.

**5.12 No Third-Party Beneficiary.** This Agreement is for the benefit of the parties and their respective successors and permitted assigns, and it is not the intent of the parties to enter this Agreement for any other person's or entity's benefit.

**5.13 Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, named windstorm, 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.

**5.14 Assignment.** The rights and duties of the parties hereunder shall not be assignable by any party without the written consent of all parties to this Agreement. Said consent shall not be unreasonably withheld.

**5.15 Counterparts.** 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 will constitute one and the same instrument.

***WHEREFORE, the County and the Fire Agencies have executed this Interlocal Agreement as of the date and year first above written.***

*[Signature pages to follow]*

**FIRE AGENCIES EMERGENCY COMMUNICATION  
INTERLOCAL AGREEMENT SIGNATURE SHEET**

<b>MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida located at 1112 Manatee Ave W, Bradenton, Florida 34205</b>
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The governing and managing entity for the following first responder agencies and PSAP: Manatee County Emergency Medical Services, Manatee County Beach Patrol, and Manatee County Emergency Communications Center PSAP.
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**MANATEE COUNTY, a political subdivision of  
the State of Florida**

By: its Board of County Commissioners

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

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

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**FIRE AGENCIES EMERGENCY COMMUNICATION  
INTERLOCAL AGREEMENT SIGNATURE SHEET**

<b>SOUTHERN MANATEE FIRE RESCUE DISTRICT, an independent special fire control district located at 2451 Trailmate Drive Sarasota, Florida 34243</b>	
ATTEST:	
BY	
ROBERT BOUNDS, FIRE CHIEF	
DATE:	DATE:
_____ MELANIE A. MARKEN, CHAIR BOARD OF FIRE COMMISSIONERS	
DATE:	

(This space intentionally left blank.)