

CONTRACT NO. 2017-256

BCC APPROVED 8/29/17

**INTERLOCAL AGREEMENT
FOR FIRE AND EMERGENCY MEDICAL SERVICES
ON UNIVERSITY PARKWAY CORRIDOR**

THIS INTERLOCAL AGREEMENT is made and entered into by and among Sarasota County, Florida, a political subdivision of the State of Florida ("Sarasota"), Manatee County, Florida, a political subdivision of the State of Florida ("Manatee"), the East Manatee Fire Rescue District, an independent special district of the State of Florida ("East Manatee District") and the Southern Manatee Fire & Rescue District, an independent special district of the State of Florida ("Southern Manatee District") (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, University Parkway is a heavily-traveled east-west thoroughfare located in the fire and/or emergency medical service districts of Sarasota, Manatee, East Manatee District and Southern Manatee District; and

WHEREAS, Sarasota and Manatee each operate a public safety communications center which receives emergency 9-1-1-calls from locations within its respective jurisdiction; and

WHEREAS, each of the Parties provides fire and/or emergency medical services in response to emergency 9-1-1 calls received from locations within its respective service area; and

WHEREAS, the Parties believe it is mutually advantageous and in the best interest of the public health, safety and welfare of their respective citizens to enter into a mutual aid agreement setting forth the emergency response obligations of each of the Parties to fire and medical emergencies which occur on and Emergency 9-1-1 calls that emanate from University Parkway; and

WHEREAS, Chapter 163, Florida Statutes, authorizes governmental units to enter into interlocal agreements to provide for efficient use of their combined resources so as to better meet the needs of their communities.

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereafter set forth, the Parties agree as follows:

- SECTION 1.** The following provisions shall apply to calls received by either the Sarasota County Public Safety Communication Center or the Manatee County Emergency Communication Center:
- A. The Computer Aided Dispatch (CAD) software at each Communication Center shall be programmed to indicate the geographic service areas in which each of the Parties has the principal response obligation.
 - B. The Communication Center receiving the emergency call shall determine

the specific location of the incident. If the location of the emergency is in the geographic service area of the other Communication Center, the receiving dispatcher shall immediately connect the call to the appropriate Communications Center.

- C. Both a Fire Truck and an Advanced Life Support Rescue or Ambulance shall be dispatched in response to all emergency calls reporting a fire and medical emergency on University Parkway (including both north and south right-of-ways).
- D. An Ambulance from Manatee County EMS and a Fire Truck from the Southern Manatee District shall respond to all fire and medical emergencies occurring west of the intersection of University Parkway and Longwood Run Boulevard / The Park Boulevard to 15th Street East.
- E. An Advanced Life Support Rescue and a Fire Truck from Sarasota shall respond to all fire and medical emergencies occurring east of the intersection of University Parkway and Longwood Run Boulevard / The Park Boulevard to I-75.
- F. An Advanced Life Support Rescue from Sarasota and a Fire Truck from the East Manatee District shall respond to all fire and medical emergencies occurring east of I-75 on University Parkway all the way to where University Parkway becomes inaccessible.

SECTION 2. This Agreement does not modify the responsibilities or obligations of any of the Parties hereto with respect to other types of emergency events or to emergency incidents at locations other than on University Parkway.

SECTION 3. To the extent allowed by law, each of the Parties shall be responsible for its own negligent acts or omissions. Nothing contained in this section shall be construed to be a waiver by any of the Parties of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provisions of law. Nothing contained herein shall be construed to be consent by any of the Parties to be sued by third parties in any matter arising out of this or any other agreement.

SECTION 4. This Agreement shall remain in full force and effect commencing upon the filing of a fully-executed original with the Clerk of Court for Sarasota County and the Clerk of Court for Manatee County and may be terminated without cause or penalty by any of the Parties, upon ninety (90) days' written notice to the other Parties.

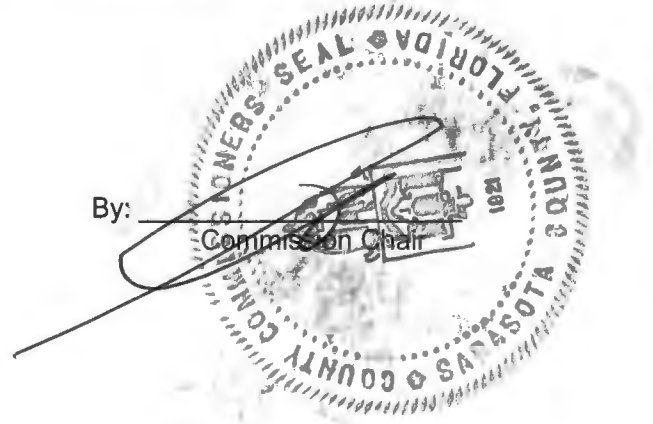
SECTION 5. This Agreement repeals and replaces that certain "Interlocal Agreement for Emergency Medical Services to Vehicle Crashes on University Parkway Corridor", dated May, 2006.

IN WITNESS WHEREOF, this Agreement has been executed and approved on the dates below indicated.

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA:

By: _____

Commission Chair



ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: _____

Deputy Clerk

Paula White

8/29/17

Date signed

Approved as to form and correctness:

County Attorney *KFS*

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

By: _____

Commission Chair



ATTEST:

Angelina Colonnese, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Manatee County, Florida

By: _____

Deputy Clerk

Uebi Jessome

12/12/17

Date signed

Approved as to form and correctness:

County Attorney *N/A*

SOUTHERN MANATEE FIRE RESCUE DISTRICT

By: _____
Commission Chair

ATTEST:

Secretary for Southern Manatee
Fire Rescue District Board of
Fire Commissioners

Date signed

Approved as to form and correctness:

Fire District Attorney

EAST MANATEE FIRE RESCUE DISTRICT

By: _____
Commission Chair

ATTEST:

Secretary for East Manatee
Fire Rescue District Board of
Fire Commissioners

Date signed

Approved as to form and correctness:

Fire District Attorney

12/12/17

December 12, 2017 - Regular Meeting
Agenda Item #34

Subject

Rescinding and Replacement of the "Interlocal Agreement for Emergency Medical Services to Vehicle Crashes on University Parkway Corridor"

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Jacob Saur, Chief of ECC/9-1-1, ext. 3585

Action Requested

Execution of Interlocal Agreement between Sarasota County, Manatee County, East Manatee Fire Rescue District, and Southern Manatee Fire & Rescue District for Fire and Emergency Medical Services on University Parkway Corridor, rescinding and replacing the current "Interlocal Agreement for Emergency Medical Services to Vehicle Crashes on University Parkway Corridor" dated May 2006.

Enabling/Regulating Authority

-

Background Discussion

University Parkway is a heavily-traveled, east-west thoroughfare located in the Fire and/or Emergency Medical Service Districts of Sarasota, Manatee, East Manatee, and Southern Manatee. Since Sarasota and Manatee each operate Public Safety Communications Centers which receive emergency 9-1-1 calls from locations within its respective jurisdiction, and provide Fire and/or Emergency Medical Services in response to an emergency 9-1-1 call, all parties believe it is mutually advantageous and in the best interest of public health, safety, and welfare of their respective citizens to enter into a mutual aid agreement setting forth the emergency response obligations of each of the parties to fire and medical emergencies which occur on, and emergency 9-1-1 calls that emanate from, University Parkway.

Because the University Parkway Corridor has seen significant growth, bordering Fire Rescue and EMS station locations have changed since the original Interlocal Agreement was executed. This updates boundaries for responses to emergencies along the University Parkway Corridor in relation to closest Fire Rescue and EMS station location regardless of jurisdictional boundaries.

Adopting this Interlocal agreement will ensure quick and efficient fire and medical response to University Parkway emergencies.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - December 12, 2017

Nicodemi

Instructions to Board Records

Signatures on 6 originals of Agreement to be picked up by Jacob Saur.
jacob.saur@mymanatee.org x3585

Cost and Funds Source Account Number and Name
0010007200 General Fund

Called for pick up on 12/15/17

Amount and Frequency of Recurring Costs
\$0

Attachment: [interlocal-agreement2018.pdf](#)

Attachment: [memo.interlocal-agreement.pdf](#)

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WITNESSETH:

WHEREAS, University Parkway is a heavily-traveled east-west thoroughfare located in the fire and/or emergency medical service districts of Sarasota, Manatee, East Manatee District and Southern Manatee District; and

WHEREAS, Sarasota and Manatee each operate a public safety communications center which receives emergency 9-1-1-calls from locations within its respective jurisdiction; and

WHEREAS, each of the Parties provides fire and/or emergency medical services in response to emergency 9-1-1 calls received from locations within its respective service area; and

WHEREAS, the Parties believe it is mutually advantageous and in the best interest of the public health, safety and welfare of their respective citizens to enter into a mutual aid agreement setting forth the emergency response obligations of each of the Parties to fire and medical emergencies which occur on and Emergency 9-1-1 calls that emanate from University Parkway; and

WHEREAS, Chapter 163, Florida Statutes, authorizes governmental units to enter into interlocal agreements to provide for efficient use of their combined resources so as to better meet the needs of their communities.

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereafter set forth, the Parties agrees as follows:

- SECTION 1.** The following provisions shall apply to calls received by either the Sarasota County Public Safety Communication Center or the Manatee County Emergency Communication Center:
- A. The Computer Aided Dispatch (CAD) software at each Communication Center shall be programmed to indicate the geographic service areas in which each of the Parties has the principal response obligation.
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the specific location of the incident. If the location of the emergency is in the geographic service area of the other Communication Center, the receiving dispatcher shall immediately connect the call to the appropriate Communications Center.

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- F. An Advanced Life Support Rescue from Sarasota and a Fire Truck from the East Manatee District shall respond to all fire and medical emergencies occurring east of I-75 on University Parkway all the way to where University Parkway becomes inaccessible.

SECTION 2. This Agreement does not modify the responsibilities or obligations of any of the Parties hereto with respect to other types of emergency events or to emergency incidents at locations other than on University Parkway.

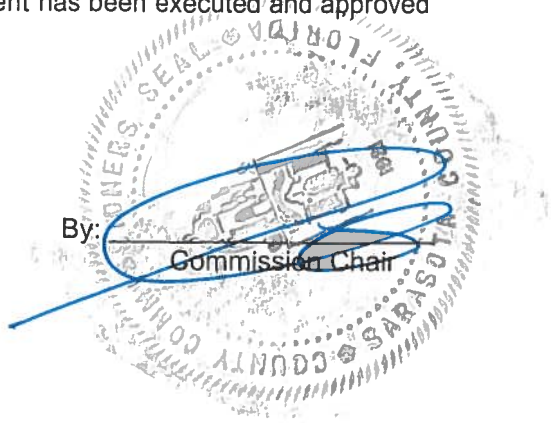
SECTION 3. To the extent allowed by law, each of the Parties shall be responsible for its own negligent acts or omissions. Nothing contained in this section shall be construed to be a waiver by any of the Parties of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provisions of law. Nothing contained herein shall be construed to be consent by any of the Parties to be sued by third parties in any matter arising out of this or any other agreement.

SECTION 4. This Agreement shall remain in full force and effect commencing upon the filing of a fully-executed original with the Clerk of Court for Sarasota County and the Clerk of Court for Manatee County and may be terminated without cause or penalty by any of the Parties, upon ninety (90) days' written notice to the other Parties.

SECTION 5. This Agreement repeals and replaces that certain "Interlocal Agreement for Emergency Medical Services to Vehicle Crashes on University Parkway Corridor", dated May, 2006.

IN WITNESS WHEREOF, this Agreement has been executed and approved on the dates below indicated.

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA:



By: _____
Commission Chair

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Brenda White
Deputy Clerk

8/29/17
Date signed

Approved as to form and correctness:

[Signature]
County Attorney *ICPS*

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

By: _____
Commission Chair

ATTEST:
Angelina Colonnese, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Manatee County, Florida

By: _____
Deputy Clerk

Date signed

Approved as to form and correctness:

County Attorney

SOUTHERN MANATEE FIRE RESCUE DISTRICT

By: _____
Commission Chair

ATTEST:

Secretary for Southern Manatee
Fire Rescue District Board of
Fire Commissioners

Date signed

Approved as to form and correctness:

Fire District Attorney

EAST MANATEE FIRE RESCUE DISTRICT

By: _____
Commission Chair

ATTEST:

Secretary for East Manatee
Fire Rescue District Board of
Fire Commissioners

Date signed

Approved as to form and correctness:

Fire District Attorney



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*

William E. Clague, Assistant County Attorney

Sarah A. Schenk, Assistant County Attorney**

Christopher M. De Carlo, Assistant County Attorney

Geoffrey K. Nichols, Assistant County Attorney

Pamela J. D'Agostino, Assistant County Attorney

Anne M. Morris, Assistant County Attorney

Katharine M. Zamboni, Assistant County Attorney

Alexandria C. Nicodemi, Assistant County Attorney

MEMORANDUM

DATE: November 7, 2017

TO: Jacob Saur, Chief, Emergency Communications

THROUGH: Mitchell O. Palmer, County Attorney *MOP 11-7-17*

FROM: Alexandria C. Nicodemi, Assistant County Attorney *ACN*

RE: **Interlocal Agreement for Fire and EMS Response on University Parkway Corridor; Matter No. 2017-0554**

This memorandum is in response to the above referenced Request for Legal Services in which you asked this Office to review the Interlocal Agreement for Fire and Emergency Medical Services on University Parkway Corridor ("Agreement"). This Agreement repeals and replaces the "Interlocal Agreement for Emergency Medical Services to Vehicle Crashes on University Parkway Corridor", dated May 2006.

This Office reviewed the Agreement and has no objection from a legal standpoint to the Agreement being scheduled for consideration by the Board of County Commissioners. Note, however, Manatee County Government has never exercised the practice of the County Attorney signing Agreements. Therefore, it is at the request of the Manatee County Attorney's Office that the signature block representing the County Attorney's signature be removed. Removal of the signature block would allow for the Agreement to be fully executed.

This Office expresses no opinion as to the business or policy judgment of entering into the Agreement.

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

Jacob Saur, Chief, Emergency Communications
November 7, 2017
Page 2 of 2

This concludes my response to the Request for Legal Services. If you have any further questions or concerns, please feel free to contact me.

ACN

Copies to:

Ed Hunzeker, County Administrator
Dan Schlandt, Deputy County Administrator
Robert L. Smith, Director, Public Safety