

**INTERLOCAL AGREEMENT
BETWEEN MANATEE COUNTY, FLORIDA AND SARASOTA COUNTY, FLORIDA
FOR PUBLIC SAFETY 9-1-1 SERVICES**

This Interlocal Agreement ("Agreement") is entered into by and among Manatee County, a political subdivision of the State of Florida and Sarasota County, a political subdivision of the State of Florida, entered into on the date last signed below.

RECITALS

WHEREAS, Manatee County operates an emergency communications system at the Manatee County Public Safety Center ("PSC"), located at 2101 47th Terrace East, Bradenton, Florida 34203, where emergency responders are dispatched upon receiving 9-1-1 calls; and

WHEREAS, Sarasota County operates an emergency communications system at the Sarasota County Emergency Operations Center ("EOC") located at 6050 Porter Way, Sarasota, Florida 34232, where call-takers receive 9-1-1 calls and dispatchers dispatch first responders; and

WHEREAS, the parties recognize the necessity of an Interlocal Agreement to ensure continuity of public safety 9-1-1 services in the event that either 9-1-1 system is inoperable, disrupted, or otherwise unavailable to dispatch personnel; and

WHEREAS, Manatee County is willing to provide Sarasota County personnel with limited space and resources so that Sarasota County personnel may conduct emergency operations from Manatee County's emergency communications center in times of emergency, natural disaster, or other unpredictable events; and

WHEREAS, Sarasota County is willing to provide Manatee County personnel with limited space and resources so that Manatee County may conduct dispatch operations from Sarasota County's EOC in times of emergency, natural disaster, or other unpredictable events; and

WHEREAS, Sarasota County understands and agrees that Sarasota County will be responsible for funding any required equipment, resources, or services not provided by Manatee County; and

WHEREAS, Manatee County understands and agrees that Manatee County will be responsible for funding any required equipment, resources, or services not provided by Sarasota County; and

WHEREAS, Sarasota County has established a budget and provided for the purchase of such equipment and services, and

WHEREAS, Manatee County has established a budget and provided for the purchase of such equipment and services; and

WHEREAS, Chapter 163 of the Florida Statutes permits governmental units to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantages; and

WHEREAS, it is mutually advantageous and in the interest of public health, safety, and welfare of the community for the parties to enter into an agreement to provide each party's own 9-1-1 dispatch capability from each other's emergency communications centers in times of emergency, natural disaster, or other unpredictable events.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

- 1. Purpose.** This Agreement establishes an understanding between Manatee County and Sarasota County for the continuity of either party's public safety 9-1-1 communications services in times of emergency, natural disaster, or other unpredictable event in which either party is unable to provide 9-1-1 dispatch operations for their respective jurisdiction. The equipment associated with this Agreement will be available for use only during those times when either party's 9-1-1 system is inoperable, disrupted, or otherwise unavailable to dispatch personnel.
- 2. Equipment.** The parties may install equipment necessary at the communication centers, at their own expense, to facilitate emergency dispatch operations. This equipment includes all 9-1-1 call processing equipment and Emergency Service IP Network (ESInet) connectivity, to be located in a secure onsite location. All ancillary equipment necessary to facilitate emergency dispatch operations (such as headsets) shall also be supplied by the incoming party, at their own expense. Periodically, as the parties deem necessary, designated personnel will have access to the communications centers to facilitate testing of their equipment. This shall be scheduled in advance between the parties.
- 3. Notification.** In the event of a catastrophic failure, or planned downtime, the impacted county shall communicate and coordinate with the other county that they require activation of their equipment.
- 4. Operation.** The parties shall maintain general oversight of their respective emergency communications center at all times. Each party shall be solely responsible for its personnel, equipment, resources and operations. At no time will Sarasota County act as an agent of Manatee County, and at no time will Manatee County act as an agent of Sarasota County. Nothing in this agreement shall limit or affect the sovereign immunity of any of the parties to the agreement as set forth in section 768.28 of Florida Statutes.
- 5. Deactivation.** The impacted county shall notify the other when 9-1-1 emergency communications systems have been restored and that the impacted county is ready to vacate their designated dispatch area.
- 6. Term and Termination.** The term of this Agreement shall be ten years with two five-year options for renewal. After the two options for renewal have been exhausted,

Sarasota County and Manatee County shall review and complete an updated interlocal agreement for continual provisions and services. This agreement shall be reviewed annually by both parties. If either party chooses to terminate this Agreement, a ninety (90) day written notice must be given to the other party prior to termination date.

7. Liability. Sarasota County and Manatee County shall be solely responsible for the wrongful acts of its respective officers, employees, agents, and volunteers. Nothing contained in this Agreement shall constitute a waiver by any party of its sovereign immunity and the limitations set forth in §768.28, Fla. Stat.

8. Records. Each party shall be responsible for complying with section 119.07, Florida Statutes, and other applicable public records law.

9. No Third-Party Beneficiaries. The Parties expressly acknowledge it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract. This Agreement shall become effective as of the date last signed below.

10. Notice. Where notice is required under this Agreement or applicable law, such notice shall be provided by registered mail, return receipt requested, or email to the following parties:

For Sarasota County

Richard Collins
Director Emergency Services
6050 Porter Way,
Sarasota, FL 34212
Ph: 941-376-7257
rcollins@scgov.net

For Manatee County

Public Safety Director,
Jacob Saur
2101 47th Ter E,
Bradenton, FL 34203
Ph: 941-749-3500
Jacob.saur@mymanatee.org

11. Dispute Resolution.

- a. The Parties shall resolve all disputes that may arise during the term of this Agreement in accordance with the provisions contained in this Section. However, this Agreement shall not limit any Party from taking legal action to protect the public against a threat to its health, safety, and/or welfare from a situation for which the dispute resolution process specified in this Section would not provide an adequate and timely solution. This Section shall constitute an alternative dispute resolution process to Chapter 164, Florida Statutes.
- b. In the event of a dispute between any party under this Agreement, the Manatee County Administrator and the Sarasota County Administrator (or their designated representatives) shall review such dispute and options for resolution. The mutual decision of the County Administrators regarding the dispute shall be final. In the event the parties are unable to agree to a resolution, the matter shall be referred to the respective Commissions who may jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

12. Entire Agreement. This Agreement embodies the entire understanding of the parties and that there are no further or other agreements or understandings, written or oral, in effect between the parties regarding the subject matter herein. This Agreement may be modified in writing executed by the parties and filed with the Clerk of the Circuit Court for Sarasota County, Florida.

13. Severability. In the event any portion of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

14. **Waiver of Jury Trial.** The parties hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to a jury trial are waived.


15. **Filing.** This Agreement and any subsequent amendments shall be filed with the Clerk of Circuit Court in each County prior to becoming effective.

IN WITNESS WHEREOF, Manatee County and Sarasota County have executed this Agreement as of the dates indicated below:


**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

**APPROVED AS TO FORM
AND CONTENT:**


CHAIRMAN 8/24/2021
DATE


FREDERICK J. ELBRECHT 8/24/2021
DATE
County Attorney *CRM*

ATTEST:


KAREN E. RUSHING 8/24/2021
DATE
Clerk of the Circuit Court & Ex-Officio Clerk
Of the Board of County Commissioners of
Sarasota County, Florida

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: 
County Administrator 9/14/21



Board of County Commissioners September 14, 2021 - Regular Meeting

SUBJECT

EXECUTION OF INTERLOCAL AGREEMENT BETWEEN MANATEE COUNTY AND SARASOTA COUNTY FOR PUBLIC SAFETY 9-1-1 SERVICES

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Stacy Hardy, Public Safety Emergency Communications Chief, x3514

Jacob Saur, Public Safety Director, x3585

Action Requested

Authorization for the County Administrator, or designee, to execute Interlocal Agreement with Sarasota County for 9-1-1 services.

Enabling/Regulating Authority

Florida Statutes 365.171 and 365.172

Background Discussion

Manatee County and Sarasota County desire to enter into an Agreement to house 9-1-1 equipment in each others facilities and provide backup 9-1-1 services on an as needed basis. Both facilities are capable of withstanding a category 5 hurricane, which will reduce the possibility of disruption of 9-1-1 services.

Manatee County currently houses a secondary 9-1-1 call handling server, located at the County Administration Building, 1112 Manatee West, Bradenton, FL 34206. This building is not equipped to handle natural disasters, which creates the potential for the loss of 9-1-1 services during those times.

Sarasota County has built a new emergency operations center designed to withstand natural disasters such as hurricanes. Both Counties desire to house each other's secondary 9-1-1 call handling equipment in a secure, backup location at the other County's EOC.

Both Counties also desire to act as each others backup facility in the event of a complete operational failure or loss of service.

Attorney Review

Formal Written Review (Opinion memo must be attached)

Reviewing Attorney

Clague

Instructions to Board Records

Email copy of agreement to:

stacy.hardy@mymanatee.org

danielle.salyer@mymanatee.org

lisa.crabtree@mymanatee.org

slawrence@scgov.net

Also to: Dan.thomas@mymanatee.org, 9/17/21, RT

Cost and Funds Source Account Number and Name

\$0 cost 1080007201

Amount and Frequency of Recurring Costs

From: Stacy Hardy
Sent: Tuesday, July 13, 2021 6:23 PM
To: William Clague <william.clague@mymanatee.org>
Cc: Jacob Saur <jacob.saur@mymanatee.org>
Subject: RE: Emergency Communications Back-Up Equipment ILA; CAO Matter No. 2021-0251

Hello,

Attached is the edited document regarding your comments and format.

The Sheriff's Office is not included in this ILA because they do not own, maintain, or are responsible for any of the 9-1-1 call routing equipment.

Once the equipment is installed we will be drafting another ILA regarding operations that will include all agencies involved.

Hope this helps and thank you!

Stacy Hardy / ECC Chief
stacy.needham@mymanatee.org
M | 941.725.0463 O | 941.749.3514

Manatee County Emergency Communications
[Website](#)



From: William Clague
Sent: Friday, July 9, 2021 2:43 PM
To: Stacy Hardy <stacy.hardy@mymanatee.org>
Cc: Scott Hopes <scott.hopes@mymanatee.org>; Jacob Saur <jacob.saur@mymanatee.org>; Lisa Crabtree <lisa.crabtree@mymanatee.org>; Danielle Salyer <danielle.salyer@mymanatee.org>; Patricia Nolan <patricia.nolan@mymanatee.org>
Subject: Emergency Communications Back-Up Equipment ILA; CAO Matter No. 2021-0251

Stacy:

Pursuant to the above Request for Legal Services you have asked this Office to review a draft interlocal agreement (ILA) for the use of emergency communications back-up equipment.

I provide the following advice in response to the RLS:

1. The ILA is styled for execution by Manatee County, Sarasota County and the Sarasota County Sheriff's Office. Please provide clarification as to why it is not necessary for the Manatee County Sheriff's Office to be added as a party to the ILA.

2. Attached is a redlined revision of the ILA reflecting the comments of this Office, which are fairly minor, as the ILA follows forms accepted by this Office in past transactions.
3. I have replied to the comments in the margins on page 6, noting that we have no objection to a longer-term agreement, but advise against a “perpetual” agreement.
4. Prior to submitting a final version to the Board for approval, please reformat the ILA to Arial 12pt font to satisfy the County’s ADA standards for Board agenda items.

Subject to resolution of the issues outlined above, I have no objection from a legal standpoint to the ILA being scheduled for consideration by the Board. I express no opinion as to the business decision to enter into the ILA.

This concludes my response to the RLS.

William Clague, County Attorney
Manatee County Attorney’s Office
1112 Manatee Avenue West
Bradenton, FL 34205
(941)745-3750
william.clague@mymanatee.org