

**AGENDA
BOARD OF COUNTY COMMISSIONERS**

Page 1

October 05, 2015

1:30 p.m.

**SARASOTA COUNTY ADMINISTRATION CENTER
1660 RINGLING BOULEVARD
THIRD FLOOR, THINK TANK
SARASOTA, FLORIDA**

SARASOTA COUNTY COMMISSION: Chair Carolyn J. Mason, Vice Chairman Alan Maio and Commissioners Christine Robinson, Paul Caragiulo, and Charles D. Hines

TOWN OF LONGBOAT KEY TOWN COMMISSION: Mayor Jack Duncan, Vice-Mayor Terry Gans, and Commissioners Lynn Larson, Jack Daly, Pat Zunz, Irwin Pastor, and Phill Younger

PLEDGE OF ALLEGIANCE

Commissioner Robinson

SPECIAL MEETING WITH THE TOWN OF LONGBOAT KEY

1. **OPEN TO THE PUBLIC** - (Three-minute time limit per person.)
Persons desiring to comment before the Board on the Agenda Item or other items are directed to complete a Request to Speak card, including the number of the agenda item or topic to be addressed, and present comments during Open to the Public.

2. **JOINT DISCUSSION ITEMS**
 - A. Update on Town of Longboat Key beach projects;
 - B. Update on Bayfront Park and the Bayfront Park Addition;
 - C. Update on Town of Longboat Key planning and undergrounding initiatives;
 - D. Update on the 800-MHz Public Safety Communications System project;
 - E. To approve an interlocal agreement with the Town of Longboat Key and the Sarasota County Sheriff's Office for law enforcement dispatch services and related communications services.

3. **OPEN TO THE PUBLIC** - (Three-minute time limit per person.)
Persons desiring to comment before the Board on the Agenda Item or other items are directed to complete a Request to Speak card, including the number of the agenda item or topic to be addressed, and present comments during Open to the Public.

4. **OTHER BUSINESS**

NOTE:

Sarasota County prohibits discrimination in all services, programs, or activities on the basis of race, color, national origin, age, disability, sex, marital status, familial status, religion, or genetic information. Persons with disabilities who require assistance or alternative means for communication of program information (Braille, large print, audiotape, etc.), or who wish to file a complaint, should contact: Sarasota County Americans with Disabilities Act (ADA)/Civil Rights Coordinator, 1660 Ringling Boulevard, Sarasota, Florida 34236, Phone: 941-861-5000, Teletype (TTY): 7-1-1 or 1-800-955-8771. Email: adacoordinator@scgov.net. Persons needing assistance are asked to provide notice as soon as practicable in advance of the event to allow time to accommodate the request.

2. JOINT DISCUSSION ITEMS

ITEM 2A

SARASOTA COUNTY GOVERNMENT

Planning and Development Services

TO: Sarasota County Commission
Town of Longboat Key Commission

THROUGH: Thomas A. Harmer, County Administrator

FROM: Thomas C. Polk, Director, Planning and Development Services

DATE: October 5, 2015

SUBJECT: Item 2A: Longboat Key beach projects update

RECOMMENDED MOTION(S) OR ACTION(S):

Update on Town of Longboat Key beach projects.

BACKGROUND:

Dave Bullock, Town of Longboat Key Town Manager, and Juan Florensa, Public Works Director, will present an update on the Town's beach management program and projects. Projects include:

- Longboat Pass dredging project
- New Pass dredging project
- Central Island truck haul project
- North End permeable adjustable groins project

ATTACHMENTS:

1. Longboat Key memo and Power Point

MEMORANDUM

Date: September 25, 2015

To: Town Commission
Sarasota County Commission

From: Dave Bullock, Town Manager

Subject: Update on Longboat Key Beach Projects

Dr. Al Browder, P.E., of Olsen Associates, Inc. presented an update on the Longboat Key beach projects at the September 21, 2015 Town Commission Regular Workshop. A summary of the projects is provided for presentation at the October 5, 2015 Sarasota County and Joint Commission Meeting.

The Longboat Key Beach Projects include:

- Longboat Pass Dredging Project
- New Pass Dredging Project
- Central Island Truck Haul Project
- North End Permeable Adjustable Groins Project

TOWN OF LONGBOAT KEY

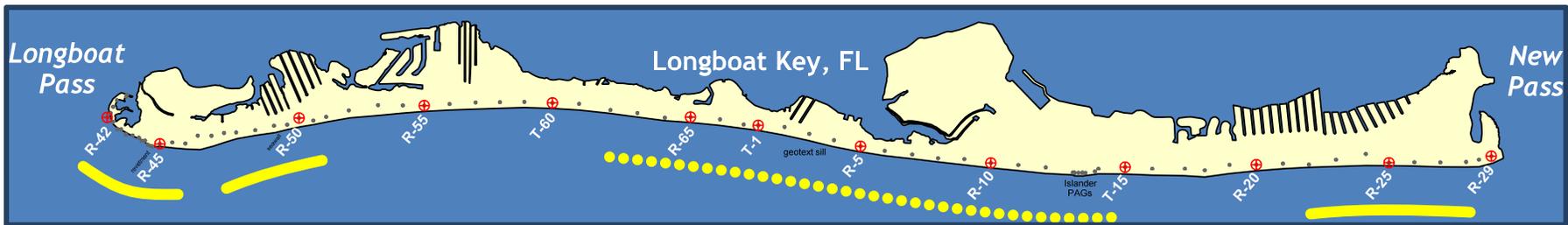


LONGBOAT KEY BEACH PROJECTS UPDATE

**LBK TOWN COMMISSION / SARASOTA COUNTY BOCC
JOINT SPECIAL MEETING
OCTOBER 5, 2015**



LONGBOAT KEY BEACH PROJECTS



- **New Pass Dredging and Beach Fill**
- **Central Key Truck Haul Nourishment**
- **Longboat Pass Dredging and Beach Fill**
 - **Primary Area North Shore Road**
 - **Secondary Area Gulf Shore Road, Volume Permitting**

TOWN OF LONGBOAT KEY



NEW PASS DREDGING AND BEACH FILL



- **Obtain Sand from USACE Channel**
 - ~200,000 cubic yards
 - NOT FOR NAVIGATION PURPOSES
- **Placement along South End**
 - ~Beaches of LBK to L'Ambiance
- **Construction Start:**
 - late 2015-early 2016
 - Awaiting USACE permit

ITEM 2B

SARASOTA COUNTY GOVERNMENT

Parks, Recreation and Natural Resources

TO: Sarasota County Commission
Town of Longboat Key Commission

THROUGH: Thomas A. Harmer, County Administrator

FROM: Carolyn Brown, Director, Parks, Recreation and Natural Resources

DATE: October 5, 2015

SUBJECT: Item 2B: Bayfront Park and Addition Update

RECOMMENDED MOTION(S) OR ACTION(S):

Update on Bayfront Park and the Bayfront Park Addition.

BACKGROUND:

History of Bayfront Park Planning

In 2007, Sarasota County purchased the 3.54-acre Bayfront Park Addition, a Gulf-to-Bay property located adjacent to the Town of Longboat Key-owned Bayfront Park (Attachment 1). The Addition was acquired through the Neighborhood Parkland Acquisition Program for approximately \$8 million.

In 2009, the Town partnered with the County in the development of a park concept plan including a series of public workshops held in early 2009. The concept planning included both the existing Bayfront Park and the adjacent County-owned property. The Town of Longboat Key Commission was presented with an update on the park planning efforts and the details of the community-supported concept plan on April 16, 2009. The Sarasota County Commission reviewed and approved the concept plan on June 9, 2009.

In 2011, the Town purchased a 0.71-acre parcel immediately north of Bayfront Park (4111 Gulf of Mexico Drive). In 2013, the Town contracted with the Urban Land Institute (ULI) for an advisory services panel exercise. The ULI panel made several recommendations to the Town, including that the Town expand the recreation activities at Bayfront Park and plan for a community/cultural center at a different location. As a result, the concept plan was revised to include the additional property that had been acquired on the north side of Bayfront Park and address the ULI panel recommendations. A public meeting was held to receive citizen input on October 30th 2014.

The Town hired Wannamacher Jensen Architects Inc. to finalize the concept plan and determine cost estimates. On March 2, 2015, the plan was reviewed and approved by the Town Commission. This final concept (Attachment 2) was brought to the Parks Advisory and Recreation Council at their May 7, 2015 meeting and was approved by the Board of County Commissioners on June 3, 2015.

Funding Request

At the June 3, 2015 County Commission meeting, the Board discussed a funding request from the Town of Longboat Key for the Bayfront Park and Addition project. As a result of value engineering, the cost estimate was \$3.11 million and the Town sought approximately \$2 million in funding from the County, proposing that the County's contribution would not exceed 67% of the total project cost. The Board approved the funding request in an amount not to exceed 67% of the total Project cost, or \$2,000,000,

whichever is less. The funds include an estimated \$1.3 million for start-up improvements to the County-owned property to be paid from Neighborhood Parkland funds, \$50,000 from Tourist Development Tax for improvements to enhance beach access, and up to \$650,000 in Surtax 3 funds to be used on the Town-owned property.

RELEVANT PRIOR BOARD ACTION:

1. December 20, 2006 – Board approved Contract 2007-157, a Purchase and Sale Agreement, for four parcels of land located within the Town of Longboat Key, to provide public beach and bay access and to expand recreation and open space adjacent to the existing Bayfront Park (5-0 vote).
2. January 8, 2008 – Board approved Contract No. 2008-159, a Memorandum of Understanding, with the Town of Longboat Key for the Longboat Key Site (5-0 vote).
3. June 9, 2009 – Board approved the 2009 Longboat Key/Bayfront Park Recreation Center Draft Concept Plan (5-0 vote).
4. June 3, 2015 – Board approved a funding request from the Town of Longboat Key for Bayfront Park, in an amount not to exceed 67% of the total Project cost or \$2,000,000.00, whichever is less (5-0 vote).

ANALYSIS:

Bayfront Park Agreements

Town and County staff have been working together to prepare a Joint Project Agreement and an Interlocal Agreement Regarding the Expanded Bayfront Park Maintenance and Use. The Joint Project Agreement focuses on the project management, park improvements and funding associated with the Bayfront Park and Bayfront Park Addition properties (the “Expanded Bayfront Park”). The Interlocal Agreement sets forth each entity’s obligations and responsibilities with respect to the Expanded Bayfront Park, including ongoing operations and maintenance. The Town had indicated they would oversee the management of the park project and be responsible for maintenance for the entire park complex, including the County property, and this has been incorporated within the draft agreements.

The Town Commission discussed the project, the proposed Joint Project Agreement and Interlocal Agreement on September 21, 2015. Staff anticipates bringing the final agreements and an overall project timeline to the Town and County Commissions in November 2015.

Beach Access Ramp

On September 9, 2015, the Town submitted a request to install a beach equipment access ramp on the beachfront parcel that is part of the County-owned property at their sole expense. The access ramp would be for heavy equipment to access and haul sand to the beach when needed. The Town has asked their consultant to ensure it does not interfere with the ADA access associated with the park. County staff reviewed preliminary plans and provided initial input. Discussion of the proposed project will be addressed at the Joint Meeting. Next steps are to update the Parks Advisory and Recreation Council in November regarding this proposed ramp on a portion of the Neighborhood Parkland site and a follow-up to the County Commission.

RECOMMENDATIONS:

Once finalized, staff recommends the Town and County Commissions consider the agreements.

Item 2.

FUNDING SOURCE:

Project funding has been approved by the County Commission from three sources: Neighborhood Parkland Acquisition Program funds for start-up activities on the County-owned property (estimated \$1,300,000); TDT funds for improvements to enhance beach access on the Gulf-side of the site (up to \$50,000) and Surtax 3 funds (up to \$650,000) for the Town-owned Bayfront Park property.

ATTACHMENTS:

1. Aerial Maps
2. 2015 Bayfront Park and Addition Concept Plan
3. Bayfront Park Presentation

Bayfront Park Recreation Center Area



-  Bayfront Park Recreation Center (Town of Longboat Key)
-  Bayfront Park 2012 Addition (Town of Longboat Key)
-  Longboat Key Site (Sarasota County - Neighborhood Parkland Acq)



Sarasota Bay

Gulf of Mexico

GULF OF MEXICO DR

Aerial Date: 15 2012

Item 2: Bayfront Park Recreation Center Area

 Bayfront Park Recreation Center and Additions



0 100 200 300 400 500
 Feet



Sarasota Bay

Gulf of Mexico

GULF OF MEXICO DR

Aerial Date: 2012

BAYFRONT PARK

LONGBOAT KEY, SARASOTA COUNTY, FLORIDA

- EXISTING RECREATION CENTER 1
- UNISEX ADA RESTROOMS (2) 2
- PICNIC SHELTER (2-POLE) 3
- ADA COMPLIANT KAYAK LAUNCH 4
- EXISTING TREE(S) TO REMAIN 5
- SHADE STRUCTURE 6
- PEDESTRIAN BRIDGE 7
- EDUCATIONAL SIGNAGE 8
- PICNIC TABLES 9
- SHUFFLEBOARD COURTS (2) 10
- PICKLE BALL (1) 11
- TENNIS COURTS (2) 12
- BASKETBALL COURT (1) 13
- PADDLE SPORTS STORAGE (FOR 20) 14
- PAVILION (24X30) 15
- MANGROVES 16
- GRASS PARKING 17
- PIER 18
- NATIVE PLANTINGS 19
- BENCHES 20
- DUMPSTER 21
- LANDSCAPE BUFFER 22
- ADA ACCESS 23



CONCEPTUAL SITE PLAN

SITE ACREAGE: 5.03 TOWN OF
LONGBOAT KEY
3.53 SARASOTA COUNTY
8.56 ACRES TOTAL

PARKING: 62 PAVED
19 GRASS
4 ADA
85 TOTAL

STORMWATER: RAIN GARDENS
(+/- 45,000 SF)

LANDSCAPING: FLORIDA NATIVE

POTENTIAL LOCATION FOR FUTURE RECREATION CENTER



Wannemacher Jensen Architects, Inc. Kimley»Horn



May 7, 2015



Bayfront Park and Addition Update

**Town of Longboat Key and Sarasota County
Joint Meeting**

October 5, 2015



- Sarasota County and the Town of Longboat Key have been collaborating on potential improvements to Bayfront Park and Addition since 2008
- The concept plan for the park has evolved over the past several years and was approved by the Town and County Commissions earlier this year.
- Sarasota County approved a funding request from the Town on June 3, 2015.

Bayfront Park and Addition Concept Plan



- Recreation Center Building Future Expansion Area Designated
- Paddle Sport Launch & Storage
- Dog Park
- Playground
- Open Play Fields
- Nature Walk with Education Signage
- Tennis, Basketball, Pickleball, & Shuffleboard
- Bocce Ball
- Fishing Piers
- Beach Access

- Value engineered cost estimate \$3.11 million
- Preliminary Site Design and Code Evaluation Complete
- Construction Manager in Town Procurement Submittal Opening Scheduled October 5th

Funding

- Sarasota County: Approved an amount not to exceed 67% or \$2,000,000.00, whichever is less
- WCIND Grant: \$50,000 FY 2015
\$291,030 FY 2016 (anticipated)
- Garden Club Landscape Grant: \$6,135
- Kiwanis Club Playground Grant: \$6,135
- Rotary Club Dog Park Grant: \$10,170

Agreements

- County and Town staff are working together to develop a Joint Project Agreement and an Interlocal Agreement for maintenance and use of the park
- The Joint Project Agreement focuses on the project management, park improvements and funding associated with the Bayfront Park and Bayfront Park Addition properties
- The Interlocal Agreement sets forth each entity's obligations and responsibilities with respect to the park, including ongoing operations and maintenance

Beach Vehicle Access Request

- The Town has submitted a request to construct a ramp on the County-owned beachfront parcel for the purposes of occasional access to drive heavy equipment to the beach to haul sand
- This parcel is part of the Neighborhood Parkland Acquisition site; as the proposed construction was not contemplated in the approved concept plan, staff recommends seeking review and input from the Parks Advisory and Recreation Council.

Next Steps and Anticipated Timeline

- Execute Agreements in November 2015
 - Interlocal Agreement
 - Joint Project Agreement
- Complete Design/Permitting
- Negotiate Guaranteed Maximum Price with Construction Manager

Process	Timeline
Design / Permitting	Fall 2015
Bidding / Construction	Fall 2015 – Fall/Winter 2016

Item 2.

ITEM 2C

SARASOTA COUNTY GOVERNMENT
Planning and Development Services

TO: Sarasota County Commission
Town of Longboat Key Commission

THROUGH: Thomas A. Harmer, County Administrator

FROM: Thomas C. Polk, Director, Planning and Development Services

DATE: October 5, 2015

SUBJECT: **Item 2C: Longboat Key planning and undergrounding initiatives**

RECOMMENDED MOTION(S) OR ACTION(S):

Update on Town of Longboat Key planning and undergrounding initiatives.

BACKGROUND:

Alaina Ray, Planning, Zoning and Building Director for the Town of Longboat Key, will present an update on the Town's planning projects, including:

- Comprehensive Plan and Land Development Code updates
- New development in Sarasota County
- Town Center project
- Utility undergrounding and planned referendum

ATTACHMENTS:

1. Longboat Key memo and PowerPoint

MEMORANDUM

Date: September 25, 2015

To: Town Commission
Sarasota County Commission

From: Dave Bullock, Town Manager

Subject: Update on Longboat Key Planning and Undergrounding Initiatives

The Town of Longboat Key has a number of projects in progress. Staff will present an update on the following initiatives:

- Comprehensive Plan and Land Development Code Updates
- New Development in Sarasota County
- Town Center (Located in Sarasota County)
- Utility Undergrounding Project and Planned Referendum



**LONGBOAT KEY
PLANNING EFFORTS AND
UTILITY UNDERGROUNDING**

**LBK TOWN COMMISSION / SARASOTA COUNTY BOCC
JOINT SPECIAL MEETING**

OCTOBER 5, 2015



MAJOR PLANNING EFFORTS

- **Comprehensive Plan and Land Development Code Updates**
- **New Development in Sarasota County**
- **Town Center (Located in Sarasota County)**



COMPREHENSIVE PLAN & LAND DEVELOPMENT CODE

- **First Priority: Address Nonconforming Properties**
 - Primarily Density Related
 - Approximately 40% of all Properties on LBK
- **Comprehensive Plan Update in Progress; Enhancing Goals, Objectives, Policies, and Strategies**
- **Rewriting Land Development Code to Reflect New/Revised Comprehensive Plan**

TOWN OF LONGBOAT KEY



NEW DEVELOPMENT IN SARASOTA CO. ARIA LUXURY CONDOMINIUMS

- 16 Beachfront Residences
- \$3.5 - \$5 Million Per Unit
- Sold Out
- Currently Under Construction





TOWN CENTER LOCATION



TOWN OF LONGBOAT KEY



TOWN CENTER AREA



***Town-owned properties highlighted in blue**



TOWN CENTER FEATURES

- **Town Collaborating with Ringling College Regarding Potential New Cultural Center**
- **Possible New Medical Center**
- **Potential for New Library**
- **Opportunity for Small Specialty Retail**

TOWN OF LONGBOAT KEY



LONGBOAT KEY UNDERGROUNDING PROJECT TWO STEP PROCESS

- **Undergrounding Utilities on Gulf of Mexico (GMD)**
 - **November 3, 2015 Referendum**
- **Undergrounding Remaining Overhead Utility Areas (Neighborhoods and Side Streets)**
 - **Undecided Framework and Funding**
 - **Further Discussions and Public Input Planned Pending GMD Referendum Results**



GMD UNDER- GROUNDING PROJECT



TOWN OF LONGBOAT KEY

**NOVEMBER 3, 2015****GMD UNDERGROUNDING REFERENDUM**

- **Elector Vote**
 - **Undergrounding GMD & Overhead Main Feeder**
 - **Replacing or Enhancing Street Lighting**
 - **Installing Fiber Optic Backbone**
- **Not to Exceed Cost of \$25,250,000**
- **Bond Repayment from Non Ad Valorem Assessments**
- **Financing Vehicle Revenue Bonds / Notes Maturing over a Maximum 30 Year Period**

ITEM 2D

SARASOTA COUNTY GOVERNMENT

Emergency Services

TO: Sarasota County Commission
Town of Longboat Key Commission

THROUGH: Thomas A. Harmer, County Administrator

FROM: Richard Collins, Emergency Services Director

DATE: October 5, 2015

SUBJECT: **Item 2D: 800-MHz Public Safety Communications System update**

RECOMMENDED MOTION(S) OR ACTION(S):

Update on the 800-MHz Public Safety Communications System project

BACKGROUND:

Richard Collins, Director of Emergency Services for Sarasota County, will present an update on the 800-MHz Public Safety Communication System Project.

ATTACHMENTS:

1. Suncoast Regional Communications Network Presentation

Suncoast Regional Communications Network

Sarasota County Emergency Services *in partnership with* **Manatee County Public Safety Radio Division**

Presentation Summary

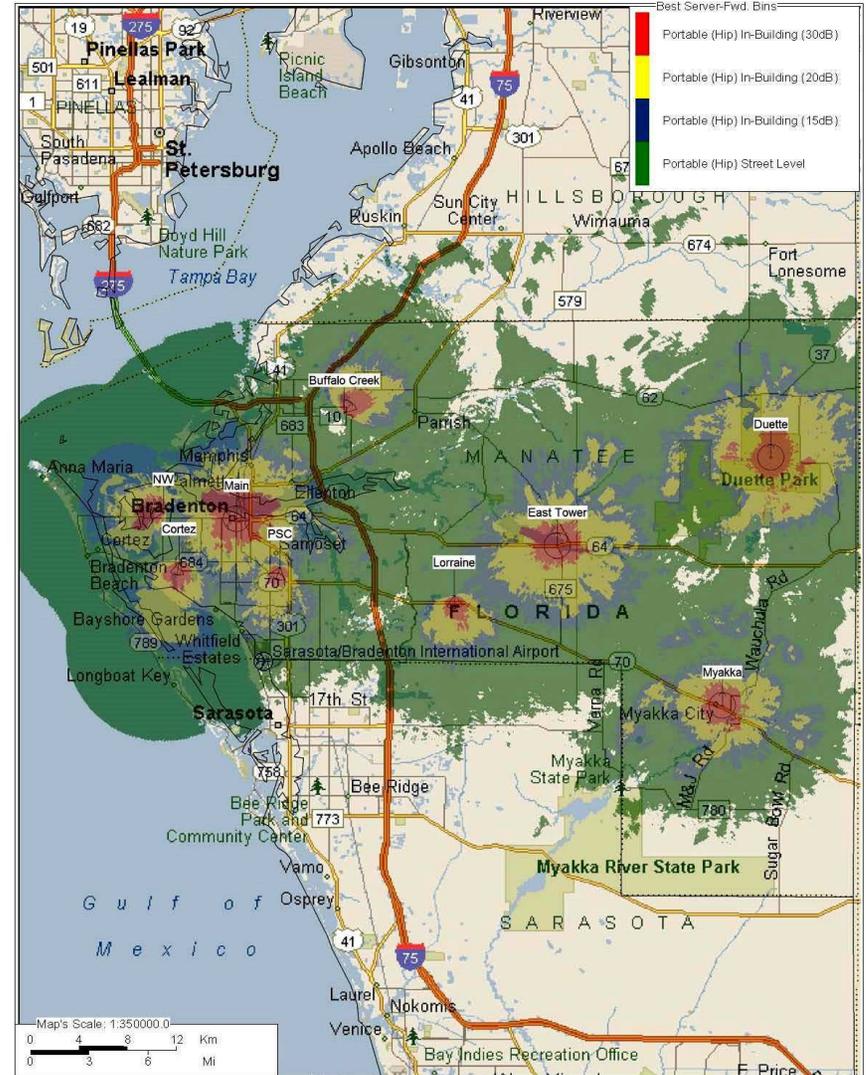
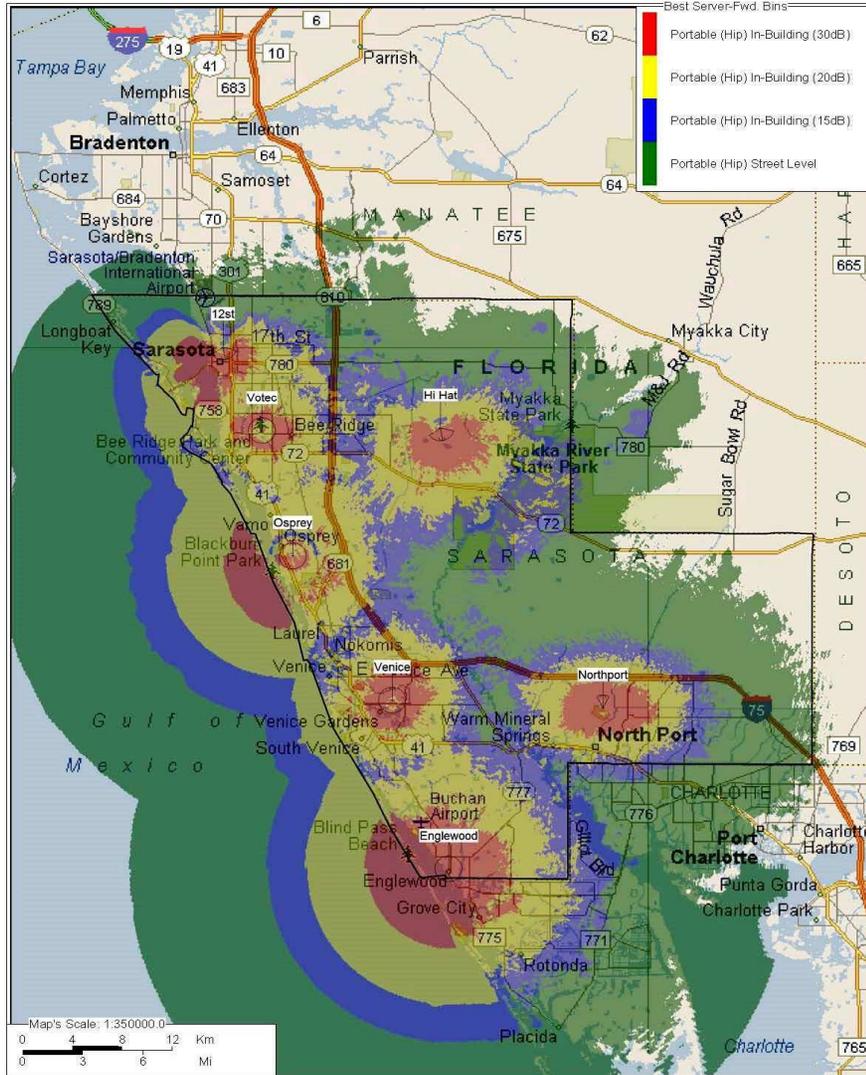
- 1. Sarasota-Manatee Partnership**
- 2. Vendor Selection**
- 3. Radio Coverage Objectives/Maps**
- 4. Current Status of Project**
- 5. Next Steps - Timeline**

- **Interlocal Agreement between Manatee County & Sarasota County**
 - Efficiently Enhance Quality of Communications
 - Comprehensive User Interoperability
 - Significantly Improve Coverage

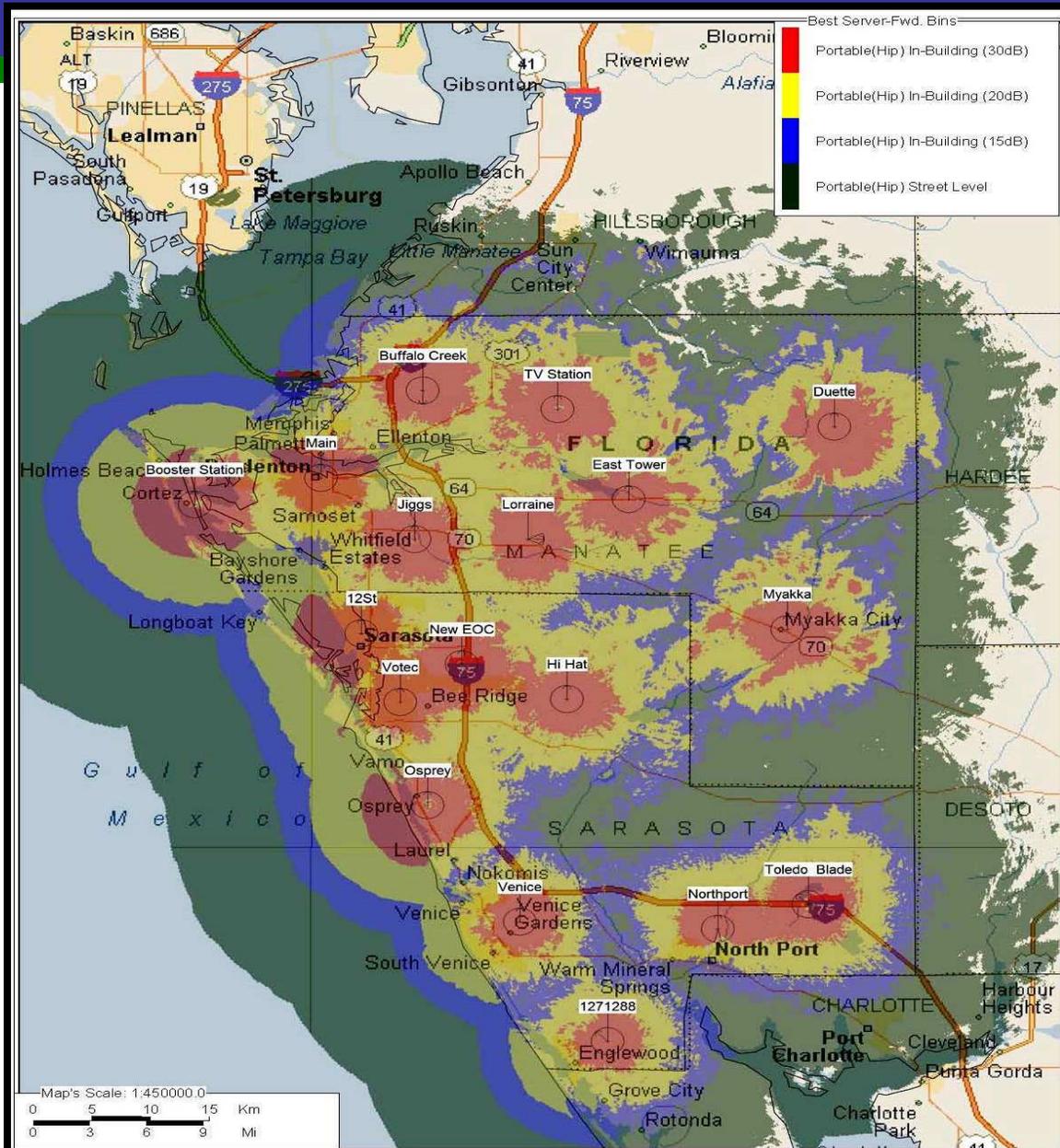
Vendor Selection

- **Airbus DS Communications; Oct. 2014**
 - Most responsive and responsible proposer based upon technical compliance and value
- **Protest by Motorola Inc. Nov. – Dec. 2014**
- **Due Diligence & Contract Review Jan./May 2015**
- **Contract Approval June 2015**
 - 13.5 million design/implementation
 - 5.9 million for on-going maintenance years 2-12
 - Increasing from 7 to 9 tower sites
 - System refresh at midpoint of contract
 - Emergency plan for disasters
 - Interim radio solution for new EOC

Existing County Coverage



Proposed 2-County Coverage



Current Status & Next Steps

- 6/16/15 – BCC Contract Approval (Both Counties)
- 6/22/15 – Notice to Proceed
- 6/30/15 – Project Kick-Off Meeting
- 9/22/15 – Interim Radio Solution
- **12/15/15 – System Design Review**
- **6/15/16 – Factory Acceptance Testing**
- **12/15/16 – Infrastructure Acceptance Testing**
- **5/15/17 – Complete Coverage Testing**
- **8/01/17 – Final System Acceptance**



Suncoast Regional Communications Network

Questions

ITEM 2E

SARASOTA COUNTY GOVERNMENT

Emergency Services

TO: Sarasota County Commission
Town of Longboat Key Commission

THROUGH: Thomas A. Harmer, County Administrator

FROM: Richard Collins, Emergency Services Director
Gerald A. Wheeler, Manager, Public Safety Communications

DATE: October 5, 2015

SUBJECT: **Item 2E: Consolidated Municipal Dispatch interlocal agreement**

RECOMMENDED MOTION(S) OR ACTION(S):

To approve an interlocal agreement with the Town of Longboat Key and the Sarasota County Sheriff's Office for law enforcement dispatch services and related communications services.

BACKGROUND:

On February 6, 2013, as part of the preparation for sizing and equipping the new Emergency Operations Center/911 Center, the Sarasota County Administrator discussed the possibility of consolidating municipal Police dispatch operations into the County Public Safety Communications Center with the municipalities of Venice and North Port. A similar discussion was had with the Town of Longboat Key for their Police and Fire dispatch operations. After Board approval, formal offer letters were sent out on February 20, 2013, and all three municipalities agreed to enter into the due diligence phase of the project.

During the past 20 months, workshops and meetings have been held with County, Sheriff and municipality representatives to conduct due diligence surveys of the technology and operational interoperability between the centers. The first accomplishment of these combined efforts is the attached interlocal agreement, which has been approved by the Sheriff. The Town of Longboat Key will be considering the interlocal agreement at the October 5, 2015, Joint Meeting.

RELEVANT PRIOR BOARD ACTION:

1. February 8, 2013 (Budget Workshop) – The Board authorized the County Administrator to offer dispatch services to the City of Venice and the City of North Port and to continue conversations with the Town of Longboat Key (5-0 vote).

PROCUREMENT ACTION:

N/A

ANALYSIS/NEXT STEPS:

The Sarasota County Public Safety Communications Center (PSCC) will provide ongoing operations of the municipal dispatch services at no cost to the Town of Longboat Key. The Town of Longboat Key will pay for software, data connections, and interfaces to link to the PSCC Computer Aided Dispatch system (CAD). The Sheriff will continue to manage the day-to-day operations of the PSCC with the County managing the equipment and technology.

The initial term of the agreement is 20 years with optional 10-year renewals. Either party can initiate early termination only after the first five years and every year after that. After the initial five years, either party may terminate at any time with written notice but the terminations shall not be effective until the beginning of the first fiscal year, which is at least 365 days following receipt of the written notice of termination. Issues and concerns are addressed through a specific dispute resolution process with the option of legal action if not resolved. The County Administrator has full and final authority over capital requests, equipment, and technology. The Sheriff has full and final authority on all decisions related to personnel, operations, accreditation, and certification.

This agreement will eliminate duplication of services and save taxpayer money. Standardizing the location, equipment and operational procedures will allow law enforcement dispatch and related communication services to continue to provide a high level of service to the citizens and Police Officers alike. Resource pooling, including staffing and equipment, will allow dispatch and related services to evolve with the same standards and compatibility of equipment. The overall results will be efficient and effective public safety communications.

FUNDING:

In accordance with analysis by the Sheriff's Office, the current Public Safety Communications Center staffing levels are sufficient to absorb the increased workload from consolidating Longboat Key Police and Fire dispatch services while maintaining the current level of service. Technology costs associated with consolidating the Town of Longboat Key dispatch operations will be borne by Town of Longboat Key, as specified in the interlocal agreement.

STAFF RECOMMENDATIONS:

Sarasota County, the Town of Longboat Key, and the Sarasota County Sheriff's Office believe it is mutually advantageous and in the interest of the public health, safety and welfare of its citizens to enter into an agreement to consolidate Police dispatch and related communications services.

ATTACHMENTS:

1. Interlocal Agreement for Dispatch Services
2. Consolidated Communications Presentation



9-1-1 Center Consolidation Update

A Partnership Between

**Town of Longboat Key
Sarasota County
Sarasota County Sheriff**

Presentation Summary

- 1. Longboat Key - Sarasota Partnership**
- 2. Consolidation Process**
- 3. Current Status of Project**
- 4. Interlocal Agreement**
- 5. Next Steps - Timeline**



Sarasota – Longboat Key Partnership

- Sarasota County Offered Dispatch Consolidation, February 2013
- Sarasota County Relocation to New Emergency Operations Center (EOC), 2015
- Sarasota and Manatee County Creating Regional Radio System, 2015-2017
- Town Commission Directed Consolidation with Sarasota County Dispatch and 24/7 Staffing of Police Department Building, March 2015

Consolidation Process & Status

- **Consolidation Committee formed in April 2015 to ensure seamless integration of Longboat Key into Sarasota 9-1-1 Center.**
 - **Key Partners including Sarasota, Manatee, Sheriff's Office, and Longboat Key.**
- **Tested and ensured current Sarasota radio system would provide coverage for operations.**
- **Developed plans and project deliverables for:**
 - **Interlocal Agreement**
 - **Equipment**
 - **Software & Computer Aided Dispatch**
 - **Operational Guidelines**
 - **Cutover & Transition Plan**

Interlocal Agreement

- **Team developed Interlocal Agreement based upon the concept developed in partnership with the City of Venice Consolidation.**
 - **Establishes the Responsibilities of Town, Sarasota County, and Sarasota County Sheriff's Office**
 - **Addresses Operations, Records Requests, Costs, and Governance/Dispute Resolution**
 - **Twenty Year Term with Ten Year Automatic Renewals**
 - **One Year Termination Notice Required**

Next Steps - Timeline

Process	Timeline
Continued Transition Coordination	Fall 2015 / Spring 2016
Public Information Campaign	Winter 2015 / Spring 2016
Transition	Winter 2015 / Spring 2016

- Request To approve a Contract, an Interlocal Agreement, between Sarasota County, the Town of Longboat Key and the Sarasota County Sheriff's Office for law enforcement dispatch services and related communications services



9-1-1 Center Consolidation Update

Questions

INTERLOCAL AGREEMENT BETWEEN SARASOTA COUNTY GOVERNMENT, SARASOTA COUNTY SHERIFF'S OFFICE AND TOWN OF LONGBOAT KEY FOR LAW ENFORCEMENT AND FIRE/RESCUE AND EMERGENCY MEDICAL SERVICES DISPATCH SERVICES AND RELATED COMMUNICATIONS SERVICES

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement," is made and entered into this ____ day of _____, 2015, by and between Sarasota County, a political subdivision of the State of Florida hereinafter referred to as "County," the Town of Longboat Key, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Municipality," and the Sarasota County Sheriff's Office, a Constitutional Office under the State Judicial Branch, hereinafter referred to as "Sheriff" (collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the Parties believe it is mutually advantageous and in the interest of the public health, safety and welfare of its citizens to enter into an agreement to consolidate Law Enforcement, Fire/Rescue and Emergency Medical Services ("Fire/EMS") dispatch services and related communications services; and

WHEREAS, the Parties also agree to define their respective responsibilities and liabilities in that governance and administration shall be shared by the County, the Sheriff and the Municipality; and

WHEREAS, the Parties agree that the costs associated with the transfer and ongoing operation of the Sarasota County Public Safety Communications Center ("PSCC") will be apportioned as set forth herein; and

WHEREAS, Chapter 163, 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.

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

I. Definitions

- A. "Call Handling and Procedures Guide" or the "Guide"** - The PSCC manual that prescribes the processes and procedures to be used for answering 9-1-1 calls and dispatching emergency services, as amended from time to time.
- B. "County Records Management System"** - The Sarasota County computer-aided dispatch system; a combination of computer hardware, software, and networking components employed to efficiently manage the process of receiving 9-1-1 calls, dispatching public safety resources to calls for service,

recording relevant data and generating reports.

- C. **"Municipal Records Management System"** - The computer-based system of a municipality that includes a combination of computer hardware, software, and networking components employed to manage public safety-related processes and data.
- D. **"Public Safety Communications Center" ("PSCC")** - Function of the Sarasota County Emergency Services Department that provides consolidated emergency communication services to the various local governmental, law enforcement, fire, emergency medical and emergency management agencies and their affiliated personnel.
- E. **"Tactical Dispatch"** - The use of mobile data terminals in lieu of public safety voice radio to communicate non-emergency information between dispatch and mobile units, and at other times as may be necessary for operational purposes.

II. Scope of Services

A. **Public Safety Communications Center (PSCC)**

- 1. The PSCC shall provide all Law Enforcement and Fire/EMS Dispatch Services and related communications services to the Municipality. In order to provide the dispatch services, the PSCC will provide and maintain public safety industry standard computer-aided dispatch, voice-data recorder, 9-1-1 call taking and radio communications systems.
- 2. The PSCC shall be staffed, equipped and operated by the County and the Sheriff in compliance with the Florida Department of Health required certifications. At a minimum, all mandatory certifications and at least one public safety accreditation to be determined by the Sheriff shall be maintained at the PSCC. Performance shall meet or exceed the levels of service for Law Enforcement and Fire/EMS dispatch services that existed at the Municipality prior to the effective date of this Agreement with regard to the types of calls responded to by the Municipality.
- 3. Law Enforcement and Fire/EMS Dispatch Services will comply with accreditation guidelines for all critical activities, report preparation, report accuracy, and timely delivery of information to the Parties hereto. The public safety accreditation and certification manuals, approved by the Sheriff, as amended from time to time, will be incorporated by reference throughout this Agreement as applicable.

B. Transition to 800 MHz Upgrades

1. The County is currently in the process of transitioning its public safety radio communications network to a P-25 system. The transition is expected to be completed by mid-2017.
2. During this transition period, the Harris radios utilized by the Municipality will not be compatible with the County system. The County shall make available to the Municipality, at no cost to the Municipality, use of previously-used Motorola radios that will be compatible with the County system during the transition period. Use of the Motorola radios shall be at the Municipality's own risk. The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Motorola radios or any component thereof. The Municipality assumes all risk and liability for use of the radios and the Municipality shall be responsible for all repairs to the radios during the transition period.
3. Upon termination of the transition period, the Municipality shall return the radios to the County and resume use of its radio system pursuant to the terms of this Interlocal Agreement.

C. Law Enforcement and Fire/EMS Dispatch Services (Post-Transition Period). Law Enforcement and Fire/EMS dispatch services provided to the Municipality by the PSCC shall include, but are not limited to:

1. Law Enforcement and Fire/EMS dispatch service and related communications support in accordance with the Standard Operating Procedure Manual and the Call Handling and Procedures Guide, as may be amended from time to time and incorporated herein by reference.
2. Incident and unit activity reports/information depicting time documentation, nature of complaint/request, incident location, personnel and equipment dispatched for each emergency call received by the PSCC, medical/fire/law enforcement information, disposition of call, in accordance with the applicable State of Florida retention requirements.
3. Staffing of the PSCC at all times with qualified emergency dispatch communications personnel in accordance with the requirements of this Agreement.
4. Supplying and maintaining state of the art emergency dispatch communications equipment sufficient to comply with the standards established in this Agreement.
5. Subject to Section II.B above, the dispatch system shall include all hardware and software necessary to provide complete dispatch services to each Party hereto. Compatibility with existing municipal mobile radios, Mobile Data Terminals, reporting systems, and data management is necessary. It is understood that specific data connections and interfaces are the responsibility of the Municipality. The Municipality will design and fund the interfaces and the County will provide technical assistance to ensure compatibility.

6. Once the data connections and interfaces are in place and operational, each Party will be responsible for funding the modifications necessary to ensure continued compatibility and integrity of the system should that Party make any changes. For example, if Sarasota County upgrades the CAD system, Sarasota County is obligated to ensure that all of the interfaces function as they did prior to the upgrade.
7. The County shall maintain its current radio system coverage area and level of performance including Radio System Uptime of 99% or higher and Radio System Busy Signals of 1% or less. Additional coverage with the current system is not possible due to infrastructure limitations. Extended coverage with the current system is possible with the use of compatible radio equipment and vehicle repeaters at the expense of each Municipality. Once the proposed replacement Regional Public Safety P-25 System is completed, the minimum design coverage area goal will be 95% inside a medium construction building.
8. Law Enforcement and Fire/EMS dispatch protocols shall be developed by the Municipality in consultation with the PSCC and incorporated into the Guide for use in that particular Municipality. To the extent that they are not inconsistent with PSCC protocols, Emergency Dispatchers shall comply with the municipal protocols when handling emergency calls in that Municipality. It is expressly recognized that emergency protocols may vary among Municipalities.
9. Non-emergency dispatch protocols shall be developed by the Municipality in consultation with the PSCC and incorporated into the Guide for use in that particular Municipality. Emergency Dispatchers shall comply with such protocols when handling non-emergency calls in the Municipality. It is expressly recognized that non-emergency protocols may vary among Municipalities. Any proposed changes to the Guide shall be submitted in writing to the Emergency Operations Bureau Commander.
10. The Sheriff will maintain a quality assurance program. Calls for service will be routinely reviewed by Sheriff Office personnel to ensure proper call processing by call takers. These quality assurance checks will be conducted in accordance with all applicable accreditation standards. In addition, the Sheriff will ensure that radio transmissions are randomly reviewed for proper dispatch protocols. The Municipality may request that specific calls/ transmissions be reviewed and/or copied for its review. These requests can include any and all of the following: radio transmissions, phone recordings, and Computer Aided Dispatch system data including event chronologies, event summaries, unit histories, unit rosters, and unit summaries. All recordings/records shall be released in accordance with applicable state statutes and PSCC policy.
11. The dispatch system will have adequate capacity on system-wide tactical channels for the Municipality in the event of a major incident/special event for the Municipality. For all pre-planned events (i.e. parades, festivals), the Municipality will make advanced notification and request for the use of the system-wide tactical channel

to the Emergency Operations Bureau Commander in accordance with PSCC policy.

12. The Municipality will retain possession of its current agency specific talk groups and channels for use as they deem necessary. If the Municipality is requesting that a specific channel be monitored by the PSCC Dispatcher outside of the main Talk Channel, the request will be handled in accordance with the PSCC Policy Manual.
13. Complaints/Disputes shall be in writing and addressed to the attention of the Emergency Operations Bureau Commander. A review of the incident will be conducted according to Sheriff's Office policies/procedures.

D. Municipality

1. Law Enforcement calls for service will be transmitted via Tactical Dispatch under procedures currently in use by the Sheriff. Any unit identification numbers, zone numbers or any other name or numerical identifiers will be coordinated between the Sheriff and the Municipality and shall not conflict with any numbering system already in place and utilized by fire or law enforcement personnel.
2. Specific data connections and interfaces are the Municipality's responsibility. The Municipality will design and fund the interfaces and the County will provide technical assistance to ensure compatibility.
3. Once the data connections and interfaces are in place and operational, each Party will be responsible for funding the modifications necessary to ensure continued compatibility and integrity of the system should that agency make any changes. For example, if the Municipality upgrades its RMS system, the Municipality is obligated to ensure that all of the interfaces function as they did prior to the upgrade.

III. Administration

A. Operational Documents. Operations of the PSCC will be guided by three documents: the Sarasota County Sheriff's General Orders, The Standard Operating Procedures of the PSCC, and the Call Handling and Procedure Guide.

1. Although the Standard Operating Procedures for the Sheriff's staff is an established document that primarily covers employee policies, the Municipality is welcome to provide comment and/or recommendations for consideration by the Sheriff.
2. The Call Handling and Procedures Guide shall be prepared and maintained by the Sheriff and shall describe operating procedures under which the PSCC shall process calls for the Municipality. The procedures established in the Guide(s) shall not conflict with any applicable laws, certifications, accreditations, or industry standards. Upon acceptance of this Agreement, the initial Guide shall be reviewed and any revisions recommended to the Sheriff. The Initial Call Handling and Procedure Guide shall be utilized by the parties

upon execution of this Agreement. While the Municipality will determine the types of calls for service they will respond to and/or the appropriate level of their response, the Sheriff reserves the right of final authority on the methodology (i.e. tactical dispatch) used to dispatch calls for service.

3. The Guide shall set forth protocols for handling and processing all emergency and non-emergency calls received by the PSCC. Emergency calls shall be handled according to the PSCC certifications and accreditations performance standards. The non-emergency policies that the individual Municipality requires will be detailed in the Guide.

B. Staffing

1. All municipal dispatchers that are interested will be given the opportunity to apply with the Sheriff's Office. Upon successful completion of the Sheriff's Office hiring process, the employee shall be hired and entered into the PSCC training program, which he/she must pass. Any non-certified dispatcher/call taker will then be required to obtain state certification. Municipal dispatchers will be hired under the terms, conditions, and benefits of the Sheriff's Office.
2. All municipal dispatchers are not precluded from applying for non-dispatch positions with the Sheriff's Office or the County.

IV. Governance/Dispute Resolution

In accordance with the purpose of this Agreement, the Parties shall resolve all disputes that may arise during the term(s) of this Agreement in accordance with the provisions described 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 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.

- A. Sheriff.** The Sheriff will have full and final control and authority on all decisions related to personnel, operations, accreditation, or certification issues concerning the PSCC. Any personnel, operations, accreditation or certification issues shall be directed to the Sheriff or designee in writing.
- B. County Administrator.** The County Administrator will have full and final authority over capital requests, equipment, and the technology utilized in the PSCC. Any capital, equipment, or technology issues shall be directed to the County Administrator or designee in writing.

V. Records Requests and Records Management Systems**A. Records Requests**

1. The Sheriff is the Custodian of Records for the PSCC. Any Public Records Requests will be routed through the Sheriff's Records Section. All records requests for manual reports and voice recordings, as specified above, to be used for external use, including, but not limited to civil, criminal or internal affairs investigations must be requested through the Sheriffs Records Section to ensure proper evidentiary processes are followed. Requests processed through the Records Section are normally available within three business days.
2. Non-Public Records requests from the Municipality shall be generally categorized through two (2) formats/levels:
 - a. Ad Hoc Manual Reports as requested by the Municipality for internal use. These reports consist of Chronology reports from the Computer Aided Dispatch system that provide a chronological accounting of the event information, including the phone number and address of the event, the unit(s) dispatched and any commands or texts entered by Dispatch or Mobile Data Terminal's, i.e., en route, arrived, key locations, etc.
 - b. Ad Hoc Voice Recordings of 9-1-1 Calls and Dispatch radio traffic for agency events upon request for internal use. These are available as CD's or WAV file format via email.
 - c. Standard manual reports and voice recordings for internal use will be provided within a reasonable time period following request. Complex or multi-event requests may take longer. The requestor shall be advised of the estimated time the records will be available.

B. Records Management Systems

1. The PSCC shall provide Daily Electronic Transfers of Computer Aided Dispatch (CAD) system data in the standard CAD system vendor format (Intergraph) to be converted via the Municipality's interface and used to populate Municipality records.
2. The County will maintain and update on a quarterly basis a spatial, electronic map of Sarasota County and the Municipality that meets the response needs of the Parties.
3. Neither the Call Handling and Procedures Guide nor the PSCC shall attempt to regulate the types of field services or dictate the resources provided by the Parties.

VI. Costs Associated with Dispatch Operations

A. PSCC Responsibility

County shall pay for all costs associated with the establishment and operations of the PSCC except as provided for herein. PSCC shall be housed by the County in the Emergency Operations Center hurricane resistant facility. In the event the Municipality decides to consolidate with the PSCC for dispatch services, implementation will occur on a timetable agreeable by all Parties.

B. Municipality Responsibilities. Municipality shall be responsible for the following costs:

1. Costs of delivery of additional communication lines to Municipal locations at the request of the Municipality and not in place on the effective date of this Agreement.
2. Costs of designing and constructing a data interface between the PSCC data handling system and the Municipal system. County shall provide technical assistance during design, implementation, and long-term maintenance.
3. Costs of mobile, portable, base station radios and mobile data terminals compatible with the PSCC and the maintenance and repair of this equipment.
4. Costs of a temporary liaison assigned to the PSCC. This is an option to the Municipality and not a requirement.

VII. Liability

Each Party hereto agrees that it shall be solely responsible for the wrongful acts of its officers, employees, agents, and volunteers. However, nothing contained herein shall constitute a waiver by either part of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

VIII. Effective Date/Term/Termination

A. Effective Date. This Agreement shall become effective upon filing with the Sarasota County Clerk of Court.

B. Term
The Initial term for this agreement shall expire Twenty (20) years after the Effective Date of this agreement. This agreement shall be automatically renewed for additional ten (10) year terms unless terminated pursuant to Section VIII.C. below.

C. Termination

1. Notice of Termination by any Party may not be provided any sooner than five (5) years from the Effective Date of this Agreement.
2. Following the five year period specified in above, any Party shall have the right to terminate this Agreement for any reason by providing

written notice to the other. Such termination shall not be effective until the beginning of the first fiscal year which is at least three hundred sixty-five (365) days following receipt of the written notice of termination.

3. In the event of termination or expiration of this Agreement, all Parties shall cooperate in good faith in order to effectuate a smooth and harmonious transition of service transfer and to maintain during such period of transition the same high quality call taking and dispatch services otherwise afforded to the citizens pursuant to the terms hereof.
4. In the event of such termination or expiration, and in the event that on the actual date that such transfer of services is to take place, the Municipality is unable to provide the same level of service as provided for in this Agreement, then, upon thirty (30) days notice to County prior to the termination date, this Agreement shall be deemed automatically extended for a period of 180 days. The Municipality agrees to reimburse the PSCC for any and all actual expenses incurred during such automatic extension period as evidenced by appropriate invoices, payroll records, operational records and any other financial records as may be deemed appropriate to reconcile actual expenditures by the PSCC.

IX. Force Majeure

- A. Except for any payment obligation by any Party, if any Party is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the nonperforming Party to correct the adverse effect of such event of Force Majeure.
- B. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay a Party from performing any of its obligations (other than payment obligations) under this Agreement:
 1. Strikes and work stoppages unless caused by a negligent act or omission of any Party;
 2. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, explosions, landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;
 3. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrection, riots, civil disturbances, or national or international calamities; and
 4. Suspension, termination or interruption of utilities necessary to the performance of the obligation.
 5. In the event of a reduction in available funding beyond the control of the County, the parties shall renegotiate the services provided herein.

- C. In order to be entitled to the benefit of this section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Parties specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Agreement.

X. Notification

All notices required hereunder shall be in writing and sent by first class mail to the Party Indicated below:

Town of Longboat Key
Town Manager David R. Bullock
501 Bay Isles Road
Longboat Key, FL 34228

Sarasota County Sheriff
Sheriff Tom Knight
P.O. Box 4115
Sarasota, FL 34230-4115

Sarasota County
County Administrator Tom Harmer
1660 Ringling Boulevard
Sarasota, FL 34236

XI. Entire Agreement

This Agreement embodies the entire understanding of the Parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality executed by the respective Parties.

XII. Filing

This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court for Sarasota County prior to becoming effective and retained in the Public Records of Sarasota County, Florida.

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In witness whereof, the parties have executed the Agreement as of the dates indicated below:

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

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

By: _____
Deputy Clerk

By: _____
Chair

Date: _____

Approved as to form and correctness:

By: _____
County Attorney

ATTEST:

TOWN OF LONGBOAT KEY, FLORIDA

By: _____
Trish Granger, Town Clerk

By: _____
Jack G. Duncan, Mayor

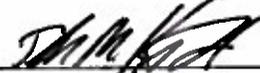
Approved as to form and correctness:

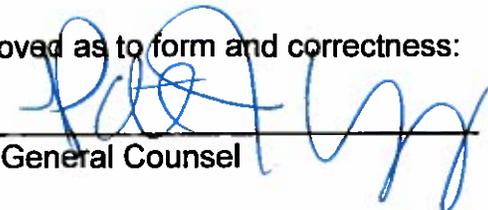
Date: _____

By: _____
Maggie Mooney-Portal, Town Attorney

SARASOTA COUNTY SHERIFF'S OFFICE

Approved as to form and correctness:

By: 
Sheriff Tom Knight

By: 
Sr. Asst. General Counsel

Date: 9-29-15

