

Regular Workshop – June 15, 2015
Agenda Item 10

Agenda Item: Request for Authorization to Execute a Memorandum of Understanding (MOU) Between the Town of Longboat Key and State College of Florida for Continuity of Operations (COOP) and Continuity of Government (COG)

Presenter: Town Manager

Summary: Representatives from State College of Florida and Town staff have coordinated to develop a Memorandum of Understanding (MOU) for Commission consideration at the June 15, 2015 Regular Workshop Meeting. The MOU provides assurance that Longboat Key Town staff can continue to provide government services and perform essential functions following a hurricane or other disaster.

The agreement provides the Town a temporary location for emergency management, disaster response, relief, and recovery efforts. The MOU provides for: classroom/office space for employees to continue municipal operations; facilities to hold Town Commission public meetings and/or press conferences; access to wi-fi; and other anticipated needs of the Town if operations are not feasible on the island.

Attachments: 6-15-15 Memo, Manager to Commission; Memorandum of Understanding.

Recommended Action: Pending discussion, provide direction to Manager.

M E M O R A N D U M

Date: June 09, 2015

TO: Town Commission

FROM: Dave Bullock, Town Manager

SUBJECT: Request for Authorization to Execute a Memorandum of Understanding (MOU) Between the Town of Longboat Key and State College of Florida for Continuity of Operations (COOP) and Continuity of Government (COG)

During periods of natural disasters, emergencies or other catastrophic events it is possible that operations from Town facilities may not be feasible. In those instances it is important to have an alternate location identified, and agreements in place, to shift location of government operations to ensure that municipal services and essential functions are still provided.

Over the past year Town staff and representatives of the State College of Florida (SCF) have developed the attached Memorandum of Understanding to provide for an alternate facility for the Town's use. Continuity of Operations (COOP) and Continuity of Government (COG) is an essential element of the Town's disaster preparedness.

SCF has facilities available at three campuses: Bradenton, Lakewood Ranch, and Venice. Each would be an option for Town use for office space; Town Commission public meetings and press conferences; staging equipment off-island during severe weather events; printing materials for resident information; etc. In summary, the Town would be responsible for providing security, food and shelter, insurance, and reimbursement for any additional cost related to the Town's use of their facilities or damages caused during occupancy.

The attached MOU has been reviewed and approved by the Town Attorney, General Counsel of SCF, and Town staff. It is being forwarded to Town Commission consideration at the June 15, 2015 Regular Workshop Meeting.

**MEMORANDUM OF UNDERSTANDING FOR
ASSISTANCE FOR BUSINESS CONTINUITY DURING DISASTER RECOVERY**

THIS AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2015 by and between the **DISTRICT BOARD OF TRUSTEES OF THE STATE COLLEGE OF FLORIDA MANATEE-SARASOTA (SCF)** and the **TOWN OF LONGBOAT KEY (Town)**

WHEREAS, located in a coastal area, the Town is particularly vulnerable to hurricanes and other natural disasters; and

WHEREAS, the Town recognizes the need to be prepared to continue serving the residents of the Town during such disasters and in other times of emergency; and

WHEREAS, if a disaster or emergency limits or prohibits municipal functions from continuing in present locations in Town Hall and in the Town in general, the Town government may require a place to conduct its municipal functions; and

WHEREAS, SCF is located inland of the Town; and

WHEREAS, SCF, in the spirit of mutual cooperation in the face of disaster, has offered to provide the Town a temporary location of operations, if available, for the continuity of municipal business; and

WHEREAS, the primary function of SCF is the education of students; and

WHEREAS, SCF's first priority is to continue College operations including the provision of educational and student services; and

WHEREAS, the Town finds such location as may be made available by SCF sufficient to provide a place to continue municipal business during emergencies that require municipal business to occur outside the Town;

NOW, THEREFORE, in consideration of the mutual covenants herein stated and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the following;

1. SCF, in consideration of the terms and conditions set out herein, grants to the Town non-exclusive access and use of available space as determined by SCF in its sole reasonable discretion for emergency management, disaster response, relief, and recovery efforts. Space made available to Town may include, but is not limited to, classroom and office space as available at the SCF campuses located in Bradenton, whose address is 5840 26th Street West, Bradenton, Florida 34210; Lakewood Ranch, whose address is 7131 Professional Pkwy, E, Sarasota, FL 34240 and Venice, whose address is 8000 S. Tamiami Trail, Venice, FL 34293, and shall at all times be subject to SCF's own needs and usage. SCF shall also make reasonable efforts to make internet access available to Town and space for public meetings or press conferences, subject to SCF's needs and availability. Provision for food, water, and shelter for City is not included in this Agreement. "Emergency" and "disaster," as such terms are used herein shall be determined as

provided by definitions in Section 252.34, Florida Statutes. SCF space occupied by Town pursuant to this Agreement shall hereinafter be referred to as the "College Property."

2. The Town agrees to exercise reasonable care during the use of the College Property and access thereto, and further agrees to repair, replace, or reimburse SCF for any damage to the College Property caused by the Town, its agents, employees, or contractors during its occupancy.

3. The Town agrees to reimburse SCF a prorated share of telephone, electricity, water and sewer, and other utilities services, for use by the Town, its agents, employees, or contractors, and further the Town agrees to reimburse SCF for any specific increased costs incurred for utility services; prorated on the basis of square footage occupied; and provided, however, that proof of such increased costs is provided to the Town. SCF shall provide the Town notice in writing of its desire to collect pursuant to this provision within thirty (30) days after the Town ends its use of the College Property.

4. The Town shall inform SCF's Vice President, Business and Administrative Services of the intended duration of the temporary use of the College Property as soon as practical. SCF shall approve the use of the College Property initially for two (2) weeks and after such time SCF shall approve continued use of the College Property for one (1) week at a time. In any case, SCF shall provide seven (7) days written notice before terminating the Town's use of the College Property.

5. The Town agrees to provide its own security to protect the Town's equipment while it is in transport to and from the College Property and while at the College Property during emergency management efforts.

6. The parties agree to provide emergency contact information to the respective responsible parties, and to update that information annually.

7. The Town shall present SCF with any printed or electronic materials intended for public dissemination by the Town, which refer to the College Property, prior to publication. The Town shall consider any concerns SCF has with the publication as such concerns relate to the College Property.

8. Notwithstanding the foregoing, to the extent permitted by applicable Florida law and without waiving sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes, as amended from time to time, the Town agrees to indemnify SCF for damages and claims arising under this Agreement caused by the negligent or wrongful acts or omissions of any of its officials, employees, agents or contractors relating to the Town's use of the College Property. To the extent permitted by applicable Florida law and without waiving sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes, as amended from time to time, SCF agrees to indemnify the Town for damages and claims arising under this Agreement caused by the negligent or wrongful acts or omissions of SCF's officials, employees, agents or contractors relating to the Town's use of the College Property.

9. This Agreement shall remain in force and effect for a period of three (3) years from its execution by the Town and SCF, with the option for mutual renewal for an additional three (3) years.

10. The Town agrees to name SCF as an additional insured in its general liability insurance for the purpose of this Agreement and to provide a certificate of insurance to SCF annually.

11. This document contains the entire agreement between the parties hereto concerning the subject matter hereof, and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them except as set forth herein.

12. No change or modification to this Agreement shall be effective unless the same is in writing and signed by both parties hereto.

13. Obligations of SCF hereunder are subject to the availability of funds lawfully appropriated annually for its purposes by the Florida Legislature.

14. Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party.

15. Each of the parties will allow public access to all records, documents, papers, letters or other material subject to the provision of Florida's Public Records law, Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Refusal by a party to allow such public access will be grounds for immediate cancellation of this Agreement by the other party and for imposition of any remedy or penalty available under law.

16. Neither party shall be responsible for its default, delay or failure to perform any terms or conditions of the Agreement when failure to perform is due to causes beyond such party's reasonable control including, but not limited to, civil unrest, strike, lockout, flood, action or inaction of governmental authorities, epidemic, war, act of terrorism, embargo, fire, earthquake, hurricane, windstorm, act of God or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused delay, default or force majeure.

17. Unless otherwise specified herein, the parties agree that in the event of a disaster or emergency as contemplated by this Agreement, the terms of this Agreement shall be administered by and through the chief executives of the parties hereto. Accordingly, this Agreement shall be administered on behalf of the Town by the Town Manager or his/her designee, and on behalf of SCF by the President or his/her designee. Unless otherwise specified herein, all notices and communications contemplated in this Agreement should be directed to the above described designated chief executives.

IN WITNESS WHEREOF, the Town and SCF have caused this Agreement to be signed in their names by their respective authorized officers and their official seals to be affixed, and duly executed on the date first mentioned above.



End of Agenda Item