

## M E M O R A N D U M

**TO:** Tom Harmer, Town Manager

**FROM:** Paul Dezzi, Fire Chief

**REPORT DATE:** September 3, 2019

**MEETING DATE:** September 9, 2019

**SUBJECT:** Interlocal Agreement Between Longboat Key, Sarasota County and Manatee County, Providing for Coordination with Counties During a Declared Emergency

### **Recommended Action**

Approve Interlocal Agreement and authorize the Mayor to execute the Interlocal Agreement Between Longboat Key, Sarasota County, and Manatee County Providing for Coordination with Counties during a declared emergency.

### **Background**

Florida Statute 252, governs Emergency Management within the State. The Florida Division of Emergency Management (FDEM) coordinates with the 67 counties and places requirements on them to have a county emergency management official and a Comprehensive Emergency Management Plan that meets the requirement of the Statute. Cities and Towns are encouraged to have a Plan but it must not conflict with the county plan(s). In accordance with the Statute, counties manage the response, and coordinates all emergency actions within the county in the event of a declared state of emergency. Since Longboat Key falls within two counties it can create a practical challenge to take direction from two different counties on issues such as evacuations, curfew, and re-entry. In addition, some of the terminology is different in each county related to evacuation areas and how they open and manage shelters. Another challenge is that with the Town's small staff, it is difficult to fully staff two Emergency Operation Centers, as those limited personnel resources are best used deployed to prepare and respond to the event.

The Town reached out to the Florida Division of Emergency Management (FDEM) to propose an interlocal agreement to allow the Town to coordinate with one of the counties during an active emergency. FDEM advised that they would support an interlocal agreement but did not need to be a party to the agreement. They indicated that the two counties could enter into an agreement directly with to the Town and the State would recognize the agreement.

After discussing with FDEM, the Town reached out to the two County Administrators to discuss their support of an agreement. Both Administrators indicated their support and a follow-up meeting was held with both county emergency managers who also supported the agreement. The emergency managers also reached out to the respective Sheriffs for their support as the

Sheriffs are typically involved in making curfew decisions during a major emergency. Both Sheriffs have also indicated their support.

After the Administrations and staff both agreed to support an interlocal agreement, the Town Attorney and the County Attorney's worked together to draft the agreement. The Agreement provides that when Sarasota County declares a state of emergency, the Town will accept direction under the provisions of Florida Statutes 252 related to disaster and related operations response. Recovery and Disaster Assessment will continue to be coordinated with both counties and the agreement provides for an annual meeting between the Town Manager and the Emergency Management Officials of both counties to confirm the process for this agreement. The Agreement would remain in effect until such time as the parties desire to dissolve or revise the agreement.

After the Town Commission reviews and approves the Agreement it will then be brought to both County Commissions for final approval.

**Staff Recommendation**

Approve Interlocal Agreement and authorize the Mayor to execute the Interlocal Agreement Between Longboat Key, Sarasota County, and Manatee County Providing for Coordination with Counties during a declared emergency.

**Attachments**

Interlocal Agreement Between Longboat Key, Sarasota County, and Manatee County Providing for Coordination with Counties during a declared emergency.

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INTERLOCAL AGREEMENT  
regarding  
Emergency Response and Operations during  
a Declared Emergency on Longboat Key

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BY AND BETWEEN  
MANATEE COUNTY, FLORIDA  
SARASOTA COUNTY, FLORIDA AND  
TOWN OF LONGBOAT KEY, FLORIDA

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This Interlocal Agreement (“Agreement” or “Interlocal Agreement”), is made and entered into by and between Sarasota County, a political subdivision of the State of Florida, Manatee County, a political subdivision of the State of Florida, and the Town of Longboat Key, a municipal corporation of the State of Florida.

***RECITALS***

**WHEREAS**, the parties to this Agreement provide emergency management response within their respective territorial limits; and

**WHEREAS**, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act of 1969, authorizes Cities and Counties to enter into an Agreement to provide for the efficient use of resources; and

**WHEREAS**, all parties to this Agreement are public agencies as defined within Part 1 of Chapter 193, Florida Statutes; and

**WHEREAS**, Chapter 252, Florida Statutes designates the Florida Division of Emergency Management as the State agency responsible for a comprehensive Statewide program of emergency management; and

**WHEREAS**, Chapter 252, Florida Statutes authorizes Counties to work with municipalities in all aspects of emergency management and during a declared emergency coordinate through the County’s emergency management function; and

**WHEREAS**, the Town of Longboat Key is a barrier island that has its jurisdictional boundaries within both Sarasota County and Manatee County; and

**WHEREAS**, it is the intent of the parties participating in this Agreement to cooperate in order to effectively provide assistance efficiently and effectively in the interest of the public’s health, safety, and welfare; and

**WHEREAS**, it is the intent of this Agreement for the Town of Longboat Key to receive direction from a single county and accept direction from Sarasota County Emergency Management during a declared state of emergency; and

**WHEREAS**, the Florida Division of Emergency Management has indicated that it does not have any objection to the Town of Longboat Key receiving direction from a single county during a declared state of emergency; and

**WHEREAS**, the parties hereto desire to join into this Agreement under the following terms and conditions:

**1. Authority.**

This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Section 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125, 252, 163, and 166 of Florida Statutes.

**2. Emergency Protocol.**

When Sarasota County declares a state of emergency, the Town of Longboat Key will accept direction under the provisions of Chapter 252, Florida Statutes from Sarasota County related to disaster and related operations response. During a declared states of emergency, the following emergency protocol will apply to the Town of Longboat Key:

- a. Direction from Sarasota County will include, but not be limited to evacuation, curfew, re-entry, and post-storm coordination efforts. Sarasota and Manatee County will coordinate with respect to post-storm re-entry efforts relating to the Town of Longboat Key.
- b. Recovery and Disaster Assessment will continue to be coordinated with both Sarasota County and Manatee County.
- c. The Town of Longboat Key will have their leadership team located in the Sarasota County Emergency Operations Center with liaisons located in the Manatee County Emergency Operations Center.
- d. Each year in May the Town Manager of the Town of Longboat Key will convene a meeting with the Emergency Management Chiefs of Manatee and Sarasota County to confirm the process for this operational agreement and make any other necessary coordination.

**3. Effective Date.**

This Agreement shall become effective following the execution by all of the parties hereto and the filing of a copy of this Agreement with the Clerk of Circuit Court of each county and shall remain operative and effective until participation in this Agreement is terminated by any party. Once fully executed by the parties, a copy of this Agreement shall be forwarded to the Florida Division of Emergency Management. Parties may withdraw from this Agreement at any time upon giving written notice to the other parties at least thirty days prior to the date of withdrawal.

**4. Duration.**

This Agreement shall remain in effect indefinitely, without scheduled renewal, until such time that all parties wish to dissolve or revise the Agreement.

**5. Amendments Generally.**

This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the Counties by the Board of County Commissioners and for the Town of Longboat Key by the Town Commission, and only if properly executed by all the parties hereto.

**6. Enforcement.**

The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

**7. Dispute Resolution.**

In the event of a dispute among and between the Town, Manatee County, and/or Sarasota County under this Agreement, the Town Manager, the Manatee County Administrator, and the Sarasota County Administrator, or their respective designees, shall review such dispute and options for resolution. The joint decision of the Town Manager, the Manatee County Administrator, and the Sarasota County Administrator, or their respective designees, regarding the dispute shall be final. In the event the Town Manager, the Manatee County Administrator, and the Sarasota County Administrator are unable to agree to a resolution, then the matter shall be referred to the respective Commissions of each Party, who may jointly elect to hold a joint meeting to discuss the matter. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

**8. Validity.**

After consultation with their respective legal counsel, the Counties and the Town of Longboat Key each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity, or unenforceability of any nature. The Town of Longboat Key and the Counties each hereby represents, warrants, and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereof by the other party hereto).

**9. No General Obligation.**

Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts, or liabilities of the Town of Longboat Key, the Counties or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Interlocal Agreement.

**10. Indemnification.**

To the extent authorized by Section 768.28, Florida Statutes, and from legally available funds, each of the parties hereto (in such context, an “indemnifying party”) shall defend, indemnify, and save harmless the other, its officers, agents, employees, and assigns, from and against any and all liabilities, claims, damages, losses, and expenses, including costs and attorney’s fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents, or employees, made in connection with the performance of the acts, duties, covenants, and obligations contemplated in, or imposed pursuant to, this Interlocal Agreement. Nothing in this Agreement shall be interpreted as a waiver of the parties’ sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, Florida Statutes, nor be construed as consent by the parties hereto to be sued by third parties in any manner arising out of this Agreement.

**11. Force Majeure.**

No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion, or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

**12. Ambiguities.**

All parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

**13. Severability.**

Should any section, sentence, or clause of this Interlocal Agreement be deemed invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the other provisions of this Interlocal Agreement which can be given effect without the invalid or unenforceable provision if the rights and obligations of the parties contained herein are not materially prejudiced and if the intention of the parties can continue to be affected. To this end, the provisions of this Interlocal Agreement are declared to be severable.

**14. Headings.**

The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

**15. Counterparts.**

This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**16. Governing Law; Venue.**

This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee or Sarasota County, Florida.

**17. Waiver of Jury Trial.**

The Parties hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to jury trial are waived.

**18. Notices.**

All notices, elections, requests, and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to Manatee County:                      Public Safety Department  
2101 47<sup>th</sup> Terrace East  
Bradenton, Florida 34203  
Attention: Director

With Copies to:                              Manatee County Attorney's Office  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205  
Attention: County Attorney  
Facsimile: (941) 749-3089

If to Sarasota County:                      Richard Collins, Director of Emergency Services  
1660 Ringling Blvd., 6th Floor  
Sarasota, FL 34236

With Copies to:                              Office of the County Attorney  
1660 Ringling Blvd, 2nd Floor  
Sarasota, FL 34236

If to Town:                                      Thomas Harmer  
Town of Longboat Key  
501 Bay Isles Road  
Longboat Key, FL 34228  
Attention: Town Manager

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

**WHEREFORE, the Counties and the City have each executed this Interlocal Agreement as of the date written below.**

**MANATEE COUNTY, a political subdivision of the State of Florida**

By: Its Board of County Commissioners

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

Date: \_\_\_\_\_

**ATTEST: ANGELINA COLONNESO,  
CLERK OF CIRCUIT COURT AND COMPTROLLER**

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

**SARASOTA COUNTY, a political subdivision of the State of Florida**

By: Its Board of County Commissioners

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

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

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

Approved as to form and correctness:

By: \_\_\_\_\_  
County Attorney



TOWN OF LONGBOAT KEY, FLORIDA

By: \_\_\_\_\_  
George L. Spoll, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Trish Shinkle  
Town Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Town Attorney

**End of Agenda Item**