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**INTERLOCAL AGREEMENT**

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**MANATEE COUNTY, FLORIDA**

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**AGREEMENT FOR SOUTHERN MANATEE FIRE RESCUE  
DISTRICT TRAINING AT MANATEE TECHNICAL INSTITUTE**

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**ADOPTED: December 11, 2014**

**AGREEMENT FOR SOUTHERN MANATEE  
FIRE RESCUE DISTRICT  
TRAINING AT MANATEE TECHNICAL INSTITUTE**

This Interlocal Agreement (“Agreement”) is made and entered into between The School Board of Manatee County, Florida, a public body corporate created and existing under the laws of the State of Florida, whose address is 215 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter “School Board”) and the Southern Manatee Fire Rescue District, an independent special district, whose address is 2451 Trailmate Dr., Sarasota, Florida 34243 (hereinafter “Fire District”).

**RECITALS**

WHEREAS, Section 163.01, *Florida Statutes*, the “Interlocal Cooperation Act”, authorizes the School Board and Fire District to enter into interlocal agreements to jointly exercise common powers; and

WHEREAS, the School Board owns certain buildings and real property at 5603 34<sup>th</sup> Street West which was previously used as Manatee Technical Institute (hereinafter “MTI”), which is currently unoccupied, condemned and in a state of disrepair; and

WHEREAS, the School Board anticipates eventually demolishing the building(s) located on the MTI site; and

WHEREAS, while the MTI property and buildings remain vacant, the Fire District wishes to temporarily use a portion of the MTI site for various fire training evolutions; and

WHEREAS, the School Board has agreed to allow the Fire District to temporarily use a portion of the MTI site for various fire training evolutions, subject to the conditions set forth herein; and

WHEREAS, the School Board and the Fire District have agreed to cooperate in this project, under the terms and conditions set forth in this Agreement.

***NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:***

**Section 1.     Use of MTI for Fire Training Evolutions.**

1.1. Fire Training Evolutions Defined. For purposes of this Agreement, Fire Training Evolutions are training activities by the Fire District that include forcible entry, search and rescue, rapid intervention crew training, engine company operations, roof operations, mass casualty incidents and technical rescue operations.

1.2. Identification of Site. The site for training (hereinafter “Training Site”) made available to the Fire District shall be that limited to those portions of MTI at 5603 34<sup>th</sup>

Street West as graphically depicted and set forth in Exhibit “A” attached hereto and incorporated by reference.

1.3. Use of Training Site. Fire District is hereby authorized to use the Training Site for various fire training evolutions that generally include forcible entry, search and rescue, rapid intervention crew training, engine company operations, roof operations, mass casualty incidents and technical rescue operations. The parties recognize that the Fire District’s fire training evolutions may include training activities that result in the total or partial destruction of sections of the building or various fixtures on the Training Site including, but not limited to: window(s), interior and exterior wall(s), interior door(s) and section(s) of the roof.

- A. Prior to use of the Training Site, the Fire District shall provide proof of insurance naming School Board as an additional insured meeting the requirements of Section 2 and Exhibit “B” attached hereto and incorporated herein by reference;
- B. Subject to the limitations in Chapter 768, Florida Statutes, and to the extent permitted by law, the Fire District agrees to indemnify and hold harmless the School District and their employees in the manner provided for in Section 2 of this Agreement;
- C. The Fire District shall inspect any portion of any building being used for various fire training evolutions prior to the start of that day’s training evolution to ensure that the building is unoccupied;
- D. The Fire District agrees to keep the Training Site in a condition that shall not attract vandalism, trespassers or vagrants. The Fire District agrees to take reasonable steps and use appropriate methods to secure the building or structural damage caused by the Fire District to the Training Site. At the termination of this Agreement, the Fire District agrees to return the Training Site to the School Board in a secured condition that prevents the general public from gaining access to the Training Site;
- E. The Fire District shall not at any time leave the facility in a manner which creates an attractive nuisance for the general public;
- F. The Fire District agrees that it will comply with all Federal, State and Local laws when conducting Training Evolutions on the Training Site;
- G. The Fire District shall not operate in a manner that creates a nuisance to students at Bayshore High School or adjacent residential and non-residential uses. As such, no training that creates smoke or excessive noise shall occur during school hours at Bayshore High School when school is in

session;

H. The Fire District shall not use or store or use any hazardous chemicals on Training Site; and

I. The School Board shall not require, and shall not be entitled to, any fees, rents or other compensation from the Fire District's use of the Training Site for various fire training evolutions as described herein.

**Section 2. Indemnity and Insurance.** Subject to the limitations in Chapter 768, Florida Statutes, and to the extent permitted by law, and from legally available funds, the Fire District shall provide proof of insurance naming School Board as an additional insured meeting the requirements of Exhibit "B" attached hereto and incorporated herein by reference. Subject to the limitations in Chapter 768, Florida Statutes, and to the extent permitted by law, and from legally available funds, the Fire District agrees to indemnify, defend and hold harmless the School District and its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorney's fees pursuant to covenants and obligations contemplated in, or imposed by this Agreement. The Fire District may do so through a self-insurance program if authorized pursuant to applicable law.

**Section 3. Miscellaneous Provisions.**

3.1 Notice. Notices required to be given by this Agreement shall be in writing and hand-delivered or sent by certified United States mail, return receipt requested, addressed to the persons and places specified for giving notice below, or to such other person or place specified for giving notice as designated by written notice in the manner provided herein.

FOR FIRE DISTRICT: Fire Chief Brian Gorski  
2451 Trailmate Dr.  
Sarasota, Florida 34243

With copies to: Maggie D. Mooney-Portale  
Fire District Attorney  
Persson & Cohen, PA  
6853 Energy Court  
Lakewood Ranch, Florida 34240

FOR SCHOOL BOARD: Superintendent  
School Board of Manatee County  
215 Manatee Avenue West  
Bradenton, Florida 34205

With copies to: School Board Attorney  
215 Manatee Avenue West  
Post Office Box 9069

3.2 Assignment and Disclaimer of Third-Party Beneficiaries. No Party may assign or transfer any of its rights or obligations under this Agreement without the prior written approval of the other Party. The Fire District may work in cooperation with other Manatee County fire departments/districts in Fire Training Evolutions at the Training Site, however, such cooperation shall not relieve Fire District of any responsibilities under this Agreement. This Agreement relating to the Fire District's use of the Training Site is non-exclusive; nothing herein shall be construed as limiting the ability of the School Board from entering into separate agreement(s) with other Manatee County fire departments/districts for use of the Training Site. Any separate agreements between the School Board and other Manatee County fire departments/districts relating to the Training Sites usage shall contain terms similar to this Agreement, and include a provision in said agreement that requires the other Manatee County fire departments/districts to coordinate usage of the Training Site with the Cedar Hammock Control District.

3.3 Asbestos and other Harmful Substances. The Fire District is hereby notified and acknowledges that the Training Site contains asbestos, and may contain other hazardous substances and enters into this Agreement assuming risk associated therewith. The Fire District forfeits all rights resulting from health related claims regarding exposure to such substances on the Training Site.

3.4. Term. This Agreement shall take effect on the Effective Date as described herein, and shall be for a period of one (1) year from such date. The School Board Superintendent shall be authorized to administratively grant a total of two, one year extensions at his sole discretion. In order to receive consideration of an extension, Fire District must request an extension in writing no later than 60 days prior to the end of the current term. Notwithstanding the foregoing, the School Board Superintendent at any time, after 60 days written notice to the Fire District, shall have the authority to unilaterally remove any portion of the property and facilities depicted in Exhibit A from the Training Site which is the subject of this Agreement.

3.5 Construction.

- A. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior agreements, understandings, representations, and statements, whether oral or written, are replaced and superseded by this Agreement. This Agreement, however, shall not be construed or interpreted as amending, modifying, superseding, or terminating any other agreements between the School Board and the Fire District, except to the extent any other such agreement may expressly conflict or be inconsistent with this Agreement.
- B. Equal Construction. Each of the parties hereto has had the benefit of representation by counsel and equal input into drafting of this Agreement

such that no provision of this Agreement shall be strictly construed against one party as the drafter thereof.

- C. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this 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 be taken into consideration in interpreting this Agreement.
- D. Singular, Masculine as the Case May be Feminine. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.
- E. Legal References. All references to statutory sections or chapters, and to the Act, shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

3.6 Counterpart Signature Pages and Recording. This Agreement shall be executed by the parties in one fully executed original with its exhibits which shall be retained by the School Board, and a copy to be provided to the Fire District. The Agreement shall not be recorded in the official records of Manatee County.

3.7 Validity. Each of the School Board and the Fire District represents and warrants to the other parties hereto its respective authority to enter into this Agreement and that this Agreement was approved by its governing board.

3.8 Covenant To Defend. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

3.9 Severability. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision shall not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision

had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

3.10 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida. Any dispute arising herein will be resolved by binding arbitration before the American Arbitration Association, but only after the parties have attempted to resolve the dispute through the Florida Governmental Conflict Resolution Act as set forth in Chapter 164, Florida Statutes.

3.11 Termination. The School Board or the Fire District shall have the right to terminate this Agreement by providing written notice to the other party. This Agreement shall terminate 60 days following receipt of such written notice to terminate.

3.12 Survivability. Sections 3.3 and 3.8, and any additional term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination of this Agreement.

3.13 Recitals. The recitals contained within this Agreement are true and correct and are incorporated fully herein by reference.

3.14 Effective Date. This Agreement shall take effect upon the date of adoption and last execution by the authorized representatives of both the School Board and the Fire District.

**SCHOOL BOARD OF MANATEE COUNTY,  
FLORIDA**

By: \_\_\_\_\_  
Karen Carpenter, Board Chair

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

**ATTEST:** \_\_\_\_\_  
Rick W. Mills, Superintendent

**APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY**

\_\_\_\_\_  
Attorney for the School Board

**ATTEST:**

**SOUTHERN MANATEE FIRE RESCUE  
DISTRICT**

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

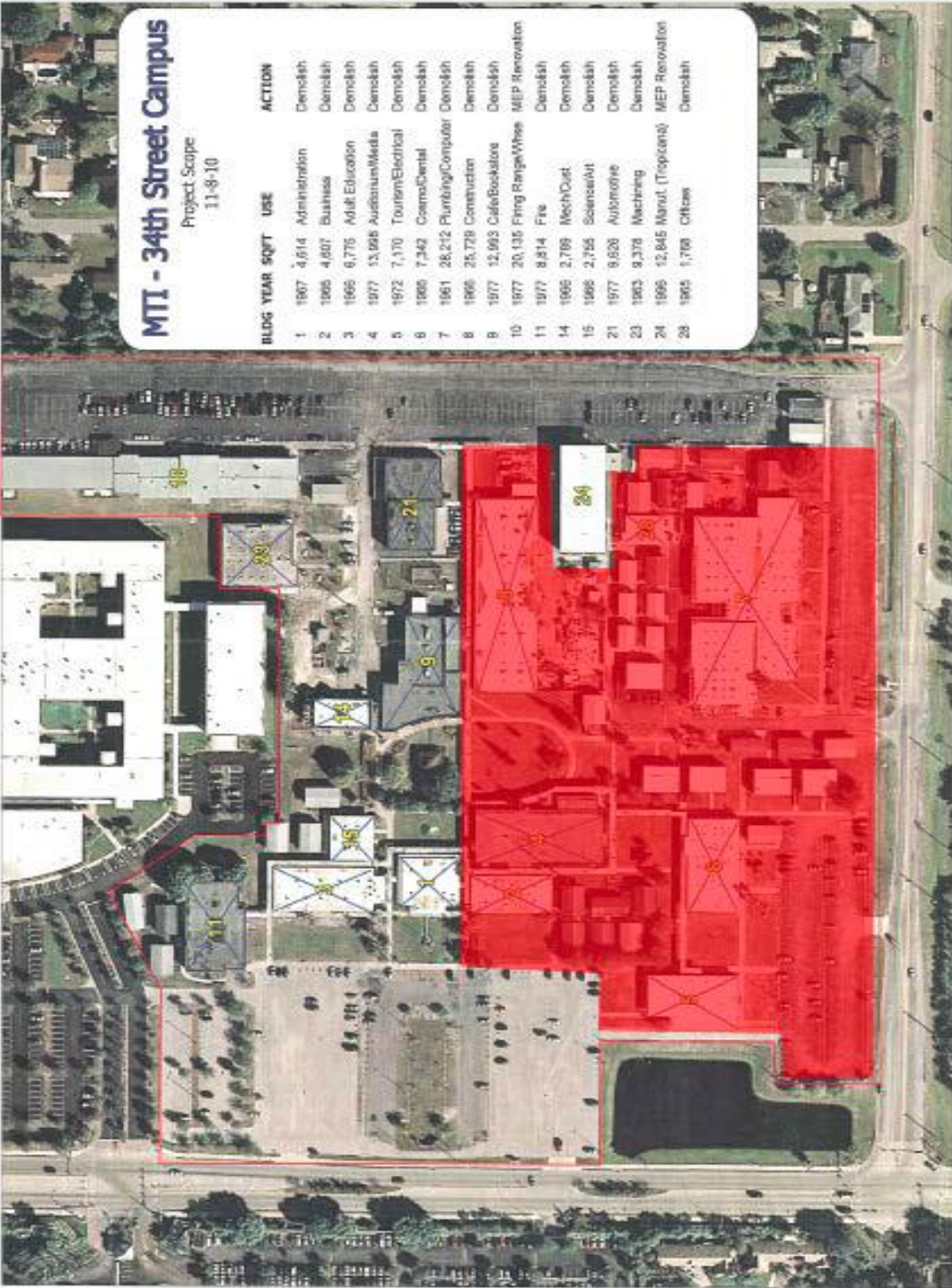
By: \_\_\_\_\_

Title: \_\_\_\_\_

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



# EXHIBIT A



# EXHIBIT B

## Insurance Requirements

### General Liability

Commercial General Liability shall be carried with an Insurance Carrier acceptable to the School Board. Limits of liability carried by Fire District shall be no less than the following:

- Premises/Operations Coverage 1,000,000 Each Occurrence
- Products/Completed Operations 1,000,000 Each Occurrence
- Personal Injury & Advertising Injury 1,000,000 Each Occurrence
- General Aggregate 1,000,000 Annually

School Board shall be an additional insured on the General Liability policy. The additional insured endorsement shall include defense of the School Board. Fire District's policy shall be primary.

### Automobile Liability

A Business Auto Policy shall be carried on any vehicles used on or around the site. The following limit of Liability shall be carried:

- Bodily Injury & Property Damage 1,000,000 each accident

School Board shall be an additional insured on Automobile Liability policy.

### Excess Liability

In addition to limits for Commercial General Liability, Automobile Liability and Employers Liability, Fire District shall carry the following limits of Excess Liability Coverage:

- Premises/Operations Coverage 1,000,000 each occurrence
- Personal Injury 1,000,000 each occurrence
- General Aggregate 3,000,000 annually

### Workers' Compensation

Fire District and all Contractors shall carry Workers Compensation pursuant to Florida Statute. Employer Liability limits of at least the following are required:

- Per Employee 1,000,000
- Per Employee 1,000,000 (Disease)
- Policy Limit 1,000,000 (Disease)

### Other Coverage and Issues

Property: Fire District will be responsible for any personal property utilized on the site, including tools and equipment. In no event will School Board be responsible for any personal property, whether portable or other, personal contents, materials, equipment, vehicles, or tools or any other property belonging to Fire District or its contractors, vendors or occupants of the site.