



Office of the Chief MEMORANDUM

DATE: February 20, 2014

TO: Board of Fire Commissioners

FROM: Brian Gorski, Fire Chief (BG)

RE: **Interlocal Agreement – Light Technical Rescue Team (LTRT-644)**

RECOMMENDED MOTION(S) OR ACTION(S):

To approve an Interlocal Agreement between the Southern Manatee Fire Rescue District, Cedar Hammock Fire Control District, and West Manatee Fire Control District regarding the Light Technical Rescue Team.

REPORT:

Back in June of 2004, the Cedar Hammock Fire Control District, West Manatee Fire Control District and the Longboat Key Fire Rescue Department created this Urban Search and Rescue (USAR) Type IV Light Technical Rescue Team and which later that year became part of the Florida Urban Search and Rescue System. When this occurred, the LTRT-644 received equipment from the State of Florida for the purposes of providing this service if called upon by the State of Florida during a disaster.

In 2012, Longboat Key Fire Rescue Department had to resign from this Team. When that occurred, both remaining Districts asked the other Manatee County Fire Districts if any of them had any interest in joining. At that time, which was in 2012, the Southern Manatee Fire Rescue District acknowledged an interest and joined this Team.

From our District, we had three (3) employees join this Team (Stuart Ramer, Brett Hylwa, and Adam Perry). These employees completed all of the required courses and have been participating in the on-going training that occurs locally. Last year, Wayne Lambert joined the Team and he does have all of the required courses.

Since 2004 this Team has been in existence and has operated by a verbal agreement. In the beginning the State of Florida provided the equipment and some training; however maintenance and continuing training was on the Team to fund.

In the beginning, based on the original verbal agreement between the three (3) Fire Districts the individual Fire Districts were responsible for the costs of outfitting their own personnel with the required personal protection equipment and any associated costs for training. I think the beginning cost was around \$300 per member and then in 2011 it went to \$500 per member.

Since money is being appropriated and this Team does exist, last year (2013) it was decided that the Team would be served if the three (3) Districts entered into a written Interlocal Agreement.

During the latter part of 2013 and into the beginning of this year, our Attorney (Maggie Mooney-Portale and David Jackson), which is the same legal counsel for Cedar Hammock worked to develop this agreement with West Manatee's Attorney (James Dye). At this time both law firms have signed off on this agreement.

FUNDING:

Our FY14 Budget, under the Training Cost Center, is budgeted for the \$500 per Team member.

INTERLOCAL AGREEMENT

MANATEE COUNTY, FLORIDA

LIGHT TECHNICAL RESCUE TEAM 644 (LTRT-644)

SIGNED: February 20, 2014

INTERLOCAL AGREEMENT

REGARDING THE LIGHT TECHNICAL RESCUE TEAM 644 (LTRT-644)

THIS INTERLOCAL AGREEMENT, is made and entered into, effective this 9th day of January, 2014, by and between Cedar Hammock Fire Control District, an independent special district created by the state legislature of the State of Florida; West Manatee Fire Control District, an independent special district created by the state legislature of the State of Florida; and Southern Manatee Fire Control District, an independent special district created by the state legislature of the State of Florida, hereinafter collectively referred to as "TEAM MEMBERS" or the "PARTIES."

WITNESSETH:

WHEREAS, Section 163.01 Florida Statutes (F.S.), the Interlocal Cooperation act of 1969, authorizes the joint exercise of any power, privilege or authority which the public agencies involved herein might exercise separately; and

WHEREAS, the PARTIES are public agencies within the State of Florida, as defined by Section 163.01, F.S., the Interlocal Cooperation Act of 1969, and desire the joint exercise of power which each might exercise separately for the purpose of providing specialized technical search and rescue services; and

WHEREAS, the PARTIES acknowledge that this cooperative joint exercise of power enables them to provide advance services to the benefit of their jurisdiction and other units of government in the State of Florida.

NOW THEREFORE, in consideration of the mutual promises, covenants, and duties hereinafter set forth, the PARTIES formally covenant, agree, and bind themselves as follows:

SECTION ONE: EXERCISE OF AUTHORITY

The PARTIES in their joint exercise of power and authority agree to jointly sponsor and participate in the creation and administration of a light technical rescue team. Pursuant to and in accordance with the provisions of Section 163.01, F.S., the PARTIES, in their joint exercise of power and authority, by and through this Interlocal Agreement, hereby provide for, create, and establish a separate legal entity to administer and execute this agreement to be known as the LIGHT TECHNICAL RESCUE TEAM-644, hereinafter referred to as the "LTRT", which shall be governed by a Governing Board, hereinafter referred to as the "BOARD," as provided herein. The LTRT shall have all of the applicable rights, powers, obligations, and limitations as provided in Section 163.01, F.S., unless provided otherwise herein. The LTRT cannot hold title to real property or bind the TEAM MEMBERS financially or contractually.

SECTION TWO: PURPOSE

The purpose of the LTRT is to provide the PARTIES, Manatee County, local governmental agencies within Manatee County, and the State of Florida and its political subdivisions, with a light technical rescue team.

SECTION THREE: TERM

This Agreement shall be in effect until September 30, 2014, and shall automatically renew for additional one-year periods of time, unless a TEAM MEMBER withdraws in accordance with the provisions of Section Twelve, or the Agreement is otherwise terminated in accordance with the provisions of Section Twelve.

SECTION FOUR: GOVERNING BOARD COMPOSITION & CONDUCT OF MEETINGS

The PARTIES agree that the CEDAR HAMMOCK FIRE CONTROL DISTRICT BOARD OF COMMISSIONERS shall serve as the BOARD of the LTRT.

Meetings of the BOARD shall be open to the public. Minutes of the meetings of the BOARD shall be maintained. The BOARD shall be subject to the applicable provisions of Chapters 119 and 286, Florida Statutes.

SECTION FIVE: GOVERNING BOARD AUTHORITY

The BOARD shall have final responsibility and authority in all matters concerning the development, equipping, staffing, and operation of the LTRT. The BOARD shall appoint a PROGRAM MANAGER. The PROGRAM MANAGER shall have the authority to commit the LTRT's resources to assist at emergency incidents as may be requested by Manatee County emergency service agencies or outside the jurisdiction of Manatee County at the request of the Florida Division of Emergency Management, an agency of the State of Florida.

The BOARD shall appoint a TEAM MEMBER to carry out the administrative affairs of the LTRT.

The BOARD may enter into and execute "Affiliate Membership" agreements with other governmental entities and private partnerships within Manatee County. Affiliate membership may be afforded to entities and organizations that can provide specially trained personnel or other specialized assets to function in an operational emergency response with the LTRT. Acceptance of specific personnel or operational assets from Affiliate Members shall be at the sole discretion of the BOARD. This acceptance, or membership, may be terminated at the discretion of the BOARD at any time.

The BOARD may receive and review a request from another Florida Public Agency, as defined by Section 163.01, F.S., to join as a TEAM MEMBER. Should the BOARD recommend said entity for membership, the entity must adopt and become a party to this INTERLOCAL AGREEMENT. In doing so, said entity will become an additional TEAM MEMBER for the purposes of this Agreement. Further, the consent of existing TEAM MEMBERS is not required under this Agreement in order for an entity to join the LTRT as a new TEAM MEMBER. New TEAM MEMBERS shall be required to pay an amount equal to the then current annual assessment paid by the existing TEAM MEMBERS.

SECTION SIX: LTRT MANAGEMENT

The PROGRAM MANAGER may designate individual TASK FORCE LEADERS to supervise the operations of the LTRT at emergency incidents or training sessions. When at the scene of an emergency the LTRT shall operate under the authority of the INCIDENT COMMANDER. For the purposes of this agreement, the INCIDENT COMMANDER is defined as the lead individual

representing the authority having jurisdiction and having overall responsibility for the emergency response phase of the emergency incident.

SECTION SEVEN: LTRT RULES, REGULATIONS AND SUBCOMMITTEES

The BOARD shall approve rules and regulations governing the LTRT. The BOARD may appoint working subcommittees who may develop organizational policies, procedures, standards, and guidelines governing the LTRT. These policies, procedures standards, and guidelines may include, but are not limited to the following: planning, operations, deployment, equipment, personnel, and code of conduct. Regardless, the BOARD shall maintain at all times oversight of its subcommittees' activities.

SECTION EIGHT: CUSTODIAN OF SUPPLIES AND EQUIPMENT

The LTRT shall maintain an inventory of specialized urban search and rescue equipment and supplies which may be acquired through available Federal, State, or local grants, or other available funds or sources. The BOARD shall appoint a TEAM MEMBER to act as custodian of supplies and equipment.

The TEAM MEMBER acting as custodian of the supplies and equipment shall maintain an inventory of the LTRT's supplies and equipment in accordance with applicable Florida law. Inventories of supplies and equipment may be subjected to a physical audit at the request and expense of any TEAM MEMBER. The costs for the repair, maintenance, and insurance of the cache of supplies and equipment shall be paid out of the funds generated by payment of the annual fee as set forth in Section Ten of this Agreement. Any costs which are not able to be

paid from said funds shall be shared equally by the PARTIES. Procurement of any equipment and supplies shall be in accordance with the provisions and limitations of Florida Law governing public agencies.

SECTION NINE: CUSTODIAN OF FUNDS

The BOARD shall appoint a TEAM MEMBER to act as the LTRT's Fiscal Agent and to be the official recipient and disbursing officer of LTRT funds. This Fiscal Agent is, subject to prior BOARD approval, authorized to enter into grants, agreements, and contracts on behalf of the LTRT. The Fiscal Agent shall also handle the LTRT's financial matters and may receive and disburse funds in accordance with established BOARD policies and procedures. The Fiscal Agent shall maintain all LTRT funds in a segregated account and such accounts shall be audited annually in accordance with Florida Law pertaining to governmental audits, and may be audited at the request and expense of any TEAM MEMBER. Disbursements of LTRT funds shall be made only upon the appropriate approval of the BOARD and only for proper public purposes.

SECTION TEN: ANNUAL FEES

Each TEAM MEMBER agrees to timely pay an annual fee based on the number of individual participants from each individual TEAM MEMBER, to be established through a budget developed by the TEAM MEMBERS and approved by the BOARD, as may be necessary for the training, acquisition of personal protective equipment, maintenance of said equipment, and insurance for the LTRT, as well as other items deemed necessary for the operation of the LTRT. Annual fees for the first year of this INTERLOCAL AGREEMENT are due and payable by individual

TEAM MEMBERS upon execution of this INTERLOCAL AGREEMENT and by January 1 of every other year this INTERLOCAL AGREEMENT is in effect.

SECTION ELEVEN: PARTICIPATION

TEAM MEMBERS may allow or assign specific employees to participate in or assist with the planning, coordination, operations, deployment, and training activities associated with the LTRT. TEAM MEMBERS may adopt internal agency regulations governing their employees as may be necessary to support the LTRT. Any employee of a TEAM MEMBER shall remain an employee of that individual entity, for the purpose of insurance, compensation, liability and all other employer/employee related matters. Individual employees shall also remain subject to the rules, regulations, policies, procedures and/or directives of their employing agency, as well as those adopted by the LTRT.

SECTION TWELVE: WITHDRAWAL, TERMINATION OR DISSOLUTION

A TEAM MEMBER, upon giving three hundred sixty-five (365) days written notice to each of the other TEAM MEMBERS, may withdraw from its participation in this Agreement. In no case, however, shall fees be refunded to any TEAM MEMBER for any prior year's membership upon such withdrawal.

A TEAM MEMBER who fails to fulfill the requirements of this Agreement, including but not limited to, failing to pay the annual fee as provided for in Section Ten, may be suspended from participation in the LTRT by the non-breaching TEAM MEMBERS. No suspension shall be effective until the breaching TEAM MEMBER has been given notice and an opportunity to

address any alleged breach. This remedy is complementary to any other remedy provided at law or equity.

All of the TEAM MEMBERS, upon their mutual consent and upon giving three hundred sixty-five days (365) written notice, may terminate this Agreement and dissolve the LTRT. In the event of dissolution of the LTRT, the assets owned by the LTRT shall be proportionately distributed among the TEAM MEMBERS based on the total amount in annual fees paid by the TEAM MEMBERS to the LTRT, unless otherwise agreed by unanimous vote of all TEAM MEMBERS.

SECTION THIRTEEN: INDEPENDENT CONTRACTOR

The TEAM MEMBERS are independent contractors, not agents of any other governmental entity participating in this Agreement, and shall not attain any rights or benefits of any other entity. Further they shall not be entitled to Florida Worker's Compensation benefits except those provided by their employing agency. It is the intention of the PARTIES that the TEAM MEMBERS will be independent contractors for any and all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida Revenue and Taxation Law, and Florida Unemployment Insurance Law. This Agreement shall not be construed as creating any joint employment relationship between TEAM MEMBERS and the PARTIES will not be liable for any unpaid minimum wages and/or any unpaid overtime premiums.

SECTION FOURTEEN: COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The PARTIES shall comply with all applicable laws, ordinances, and codes of Federal, State, and Local governments. TEAM MEMBERS agree that they shall not discriminate as to race, sex, age, color, creed, national origin, religion, ancestry, marital status, or handicap in connection with their performance under this Agreement.

SECTION FIFTEEN: LIABILITY AND INDEMNIFICATION

Individual TEAM MEMBERS will be individually liable for money damages in tort for any injuries or losses or property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of their own official employees while acting within the scope of the official's or employee's office or employment under circumstances in which private person would be liable in accordance with the general Laws of the State of Florida, subject to the limitations as set out in Section 768.28, F.S., as it may be amended from time to time.

The PARTIES, to the extent allowed by applicable Florida law, shall indemnify, defend, save, and hold harmless individual TEAM MEMBERS, officers, agents, and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of, any obligations arising out of execution of duties and due to any act or occurrence of omission or commission of the PARTIES, their agents or employees. The PARTIES agree that this paragraph shall not waive sovereign immunity of any individual TEAM MEMBER, or waive benefits of Sections 768.28 and 355.055, F.S., or any other applicable provision. Neither TEAM MEMBERS nor the BOARD, shall bear any liability for, nor shall TEAM MEMBERS or the BOARD reimburse any individual for any tort, workers compensation or other liability,

nor shall the BOARD indemnify, defend or hold any individual harmless from or against any action, suit, or liability of any nature whatsoever, nor shall the BOARD bear any liability of any nature whatsoever for any act or omission of individual TEAM MEMBERS.

SECTION SIXTEEN: CONFLICT OF LAWS

Any provision of this Agreement later to be found in conflict with Federal or State Law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by such law or regulation. Any provision found inoperable is severable from this Agreement and the remainder shall remain in full force and effect.

SECTION SEVENTEEN: AMENDMENT

This Agreement may be amended only in writing and duly executed by the PARTIES with the same formalities as this Agreement.

SECTION EIGHTEEN: ASSIGNMENT

No assignment, delegation, transfer, or novation of this Agreement or any part thereof shall be made, unless approved in writing by all of the PARTIES to this Agreement.

SECTION NINETEEN: NOTICES

Any notices or other documents permitted or required to be delivered pursuant to this Agreement shall be delivered to the attention of the Office of the Fire Chief, if a Fire District, or

the Director of the Department of Public Safety, if to the County, or another appropriate designee.

THE REMAINDER OF THIS PAGE HAS PURPOSELY BEEN LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals this day and year below written.

ATTEST:

CEDAR HAMMOCK FIRE CONTROL DISTRICT

By: _____

By: _____

Title _____

Date: _____

ATTEST:

WEST MANATEE FIRE CONTROL DISTRICT

By: _____

By: _____

Title _____

Date: _____

SOUTHERN MANATEE FIRE CONTROL DISTRICT
MEMORANDUM FOR THE DISTRICT BOARD

ATTEST: SOUTHERN MANATEE FIRE CONTROL DISTRICT

By: _____

By: _____

Title _____

Date: _____

WHEREAS, the Board of the District of the Southern Manatee Fire Control District, in its resolution of the 15th day of August, 1964, adopted the following resolution:

RESOLVED, that the Board of the District of the Southern Manatee Fire Control District, in its resolution of the 15th day of August, 1964, adopted the following resolution:

WHEREAS, the Board of the District of the Southern Manatee Fire Control District, in its resolution of the 15th day of August, 1964, adopted the following resolution:

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WHEREAS, the Board of the District of the Southern Manatee Fire Control District, in its resolution of the 15th day of August, 1964, adopted the following resolution:

RESOLVED, that the Board of the District of the Southern Manatee Fire Control District, in its resolution of the 15th day of August, 1964, adopted the following resolution:

**RESOLUTION 2014-01
CEDAR HAMMOCK FIRE CONTROL DISTRICT**

A RESOLUTION OF THE CEDAR HAMMOCK FIRE CONTROL DISTRICT OF MANATEE COUNTY, FLORIDA; ACKNOWLEDGING THE DISTRICT'S PARTICIPATION IN INTERLOCAL AGREEMENT REGARDING THE LIGHT TECHNICAL RESCUE TEAM 644; APPOINTING CERTAIN INDIVIDUALS OR ENTITIES TO SERVE SPECIFIC ROLES AS RELATED TO SAID INTERLOCAL AGREEMENT; DELEGATING SPECIFIC AUTHORITY RELATED TO LIGHT TECHNICAL RESCUE TEAM 644; ESTABLISHING AN ANNUAL FEE TO BE PAID BY THE TEAM MEMBERS OF LIGHT TECHNICAL RESCUE TEAM 644; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes the Cedar Hammock Fire Control District of Manatee County, Florida, to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.; and

WHEREAS, the Board of Fire Commissioners of the Cedar Hammock Fire Control District of Manatee County, Florida, has determined that it is in the best interest of the Fire District and its constituents to be involved with a light technical rescue team, to work together with other fire districts, Manatee County, and other entities in order to provide this resource to the area; and

WHEREAS, on January 9, 2014 at a publicly noticed meeting the Board of Fire Commissioners for the Cedar Hammock Fire Control District authorized the Fire District's participation in Interlocal Agreement Regarding the Light Technical Rescue Team 644, which is attached hereto as Exhibit 1; and

WHEREAS, the Interlocal Agreement Regarding the Light Technical Rescue Team 644 designates the Board of Fire Commissioners of the Cedar Hammock Fire Control District of Manatee County, Florida, to serve as the Governing Board of Light Technical Rescue Team 644; and

WHEREAS, the Interlocal Agreement Regarding the Light Technical Rescue Team 644 further requires the Board of Fire Commissioners of the Cedar Hammock Fire Control District of Manatee County, Florida, sitting as the Governing Board of Light Technical Rescue Team 644, to appoint individuals or entities to serve in various specific roles set forth in the Interlocal Agreement; and

WHEREAS, the Interlocal Agreement Regarding the Light Technical Rescue Team 644 authorizes the Board of Fire Commissioners of the Cedar Hammock Fire Control District of Manatee County, Florida, sitting as the Governing Board of Light Technical Rescue Team 644,

to appoint working subcommittees which may develop organizational policies, procedures, standards, and guidelines governing Light Technical Rescue Team 644; and

WHEREAS, the Interlocal Agreement Regarding the Light Technical Rescue Team 644 authorizes the Board of Fire Commissioners of the Cedar Hammock Fire Control District of Manatee County, Florida, sitting as the Governing Board of Light Technical Rescue Team 644, to establish an annual fee to be paid by the individual "Team Members" of Light Technical Rescue Team 644; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners of Cedar Hammock Fire Control District, Manatee County, Florida, that:


1. The above stated recitals and attached exhibit are true and correct and are hereby fully incorporated herein.
2. Pursuant to Section 5 of the Interlocal Agreement Regarding the Light Technical Rescue Team 644 (hereinafter, the "Interlocal Agreement"), the Fire Chief of the Cedar Hammock Fire Control District is hereby appointed as the "Program Manager" for Light Technical Rescue Team 644 (hereinafter, "LTRT -644").
3. The authority to appoint working subcommittees of LTRT-644 is hereby delegated to the Program Manager of LTRT-644.
4. Pursuant to Section 5 of the Interlocal Agreement, the staff of the Cedar Hammock Fire Control District under the supervision of the Fire Chief of the Cedar Hammock Fire Control District is hereby appointed as the "Team Member" responsible for carrying out the administrative affairs of LTRT -644.
5. Pursuant to Section 8 of the Interlocal Agreement, the staff of the Cedar Hammock Fire Control District under the supervision of the Fire Chief of the Cedar Hammock Fire Control District is hereby appointed as the "Team Member" to act as the custodian of supplies and equipment for LTRT -644.
6. Pursuant to Section 9 of the Interlocal Agreement, the staff of the Cedar Hammock Fire Control District under the supervision of the Fire Chief of the Cedar Hammock Fire Control District is hereby appointed as the "Team Member" to act as the "Fiscal Agent" for LTRT -644.
7. Pursuant to Section 10 of the Interlocal Agreement, the annual fee to be paid by each "Team Member" of LTRT-644 is established at \$500.00 per individual participant representing his or her corresponding "Team Member."
8. All appointments and authorizations stated herein shall remain in effect until terminated or modified by the Governing Board of LTRT-644.

9. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public meeting this the 9th day of January, 2014.


CEDAR HAMMOCK FIRE CONTROL DISTRICT

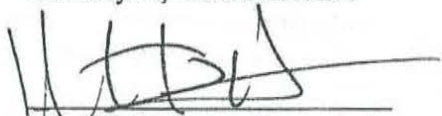
ATTEST:


Dan Brunner
Secretary/Treasurer


Dee Bennett, Chairman


Steve Litschauer, Vice Chairman


Tom Flynn, Commissioner


Mike Holderness, Commissioner