INTERLOCAL AGREEMENT

BETWEEN MARTIN COUNTY AND THE CITY OF STUART

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ between Martin County, a political subdivision of the State of Florida, whose mailing address is 2401 SE Monterey Rd., Stuart, FL 34996, by and through its Board of County Commissioners ("COUNTY"), and the City of Stuart, created pursuant to the laws of Florida whose mailing address is 121 SW Flagler Ave, Stuart, FL 34994 ("CITY").

WHEREAS, Sec. 163.01, Fla. Stat., known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers to work together to provide services and facilities in a manner best suited to geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Fla. Stat. permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Florida Legislature has found that safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state; and

WHEREAS, pursuant to Sec. 252.38(3)(3), Fla. Stat., to establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations; and

WHEREAS, in furtherance of the COUNTY's Comprehensive Emergency Management Plan (CEMP), the COUNTY and the CITY wish to cooperate in the best interest of public safety by providing facilities, necessary personnel to staff such facilities, as well as supplies related to the operation of the City of Stuart Emergency Operations Center (EOC) in times of emergency; and

WHEREAS, the COUNTY and the CITY, (hereinafter "Parties") mutually agree that the CITY will provide the alternate use location of the City of Stuart EOC for emergencies as well as the personnel to support such facility; and

WHEREAS, in furtherance of the COUNTY's CEMP, the Parties recognize the mutual benefits that will arise as a result of the CITY and its personnel working with the County during a declared state of emergency or other events requiring the use of the City of Stuart EOC.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

1. PURPOSE

The purpose of this Agreement is to provide for cooperation and coordination between the Parties and to identify the Continuity of Operations Plan (COOP) support that the City will provide to the County, in order to ensure continuity of operations after a major disaster has rendered the Martin County EOC facilities unusable. Use of the City EOC shall be in accordance with all applicable laws, ordinances and City of Stuart policies. The City EOC is located within the City Public Safety Complex, 830 Martin Luther King Jr. Blvd., Stuart, FL 34994.

The parties further agree that during a state of emergency, unforeseen situations or circumstances can occur which are not addressed by the parties herein. In such circumstances, the City of Stuart delegates authority to its City Manager and the County delegates authority to its County Administrator to address such situations in keeping with the intent of this Interlocal Agreement and the County's CEMP.

2. RESPONSIBILITIES OF THE COUNTY

A. Provide as much advanced notice as possible to the designated City representative as to the need to activate the COOP.

B. Provide the City an accurate number of personnel assigned to the COOP site and estimated duration of the time the County will need to maintain operations at the City EOC.

C. Survey the Stuart EOC and work with a City of Stuart Designee to identify specific needs within the City EOC in order to meet the needs of the County.

D. Determine the date and time for start and end of the County's relocation to the City EOC, and will have primary responsibility for its management throughout the duration.

E. Provide cooking staff, food, and supplies for feeding of EOC personnel who have relocated to the COOP site for the duration of the relocation.

F. Provide space as stated in Section 3 for the City of Stuart EOC to relocate to the County EOC facility in the event the City EOC is rendered unusable. During an activiation, this number will be approximately 15 total personnel. The City agrees to notify the County of its intent to relocate and agrees to vacate the County EOC once it is deactivated.

3. CITY OF STUART RESPONSIBILITIES

A. Agree to allow the County use of the City EOC if the County EOC is rendered unusable. If the City EOC is also activated, agree to work with County personnel to utilize all available space to ensure both organizations can maintain operations.

B. Agree not to displace County EOC Operations unless there is a significant emergency that would require all personnel to relocate to another emergency site.

C. Assign to the County such spaces, equipment, parking areas, facilities, storage areas, or portions thereof, as required to meet the requirements of the functioning County EOC. During a full activation, this is anticipated to be approximately 100 personnel. During a partial activation, the number of personnel would not exceed 50.

D. Provide support staff by operating and staffing the City EOC with City of Stuart personnel, including, but not limited to information technology staff, custodians, and appropriate administrative staff as mutually acceptable to the Parties in accordance with the County EOC relocation plans developed by the County.

E. Allow access to such hospitality areas deemed necessary by both parties to include, but not limited to, break areas, showers/restrooms, kitchen, and conference rooms.

F. Designate a liaison to coordinate with the County meals vendor , if necessary.

G. Provide secure sleeping quarters for up to sixty people.

H. Provide support to the County during training events (e.g. drills, exercises) that involve an emergency County EOC relocation scenario.

4. REIMBURSEMENT OF CITY OF STUART EXPENSES

A. The County agrees to reimburse the City for actual costs to the City of Stuart for all supplies, food, materials, rental of equipment, contracted services, and equipment usage utilized for the relocation of the County EOC during a state of local emergency declared pursuant to Sec. 252.38, Fla. Stat. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the City providing the County with itemized records of said costs, including copies of invoices, credit card statements, rental agreements, and executed contracts. The City of Stuart agrees to provide the County with all documentation necessary to enable the County to be reimbursed from other sources.

B. The City of Stuart will submit an invoice to the County setting forth reimburseable costs during the declared event within ninety days (90) after closure of the EOC.

C. Reimbursement of costs pursuant to this Agreement shall be contingent upon the County's review of documentation submitted by the City of Stuart and determination that the requested costs are eligible for reimbursement under the terms of this

Agreement. Upon such review and determination, payments shall be made in accordance with the requirements of the Local Government Prompt Payment Act.

D. The City of Stuart acknowledges that the County's obligations under this Agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Sec. 129.07, Florida Statutes, payments made under this Agreement shall not exceed the amount appropriated in the County's budget for such purpose. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given fiscal year.

E. The City of Stuart agrees to reimburse the County actual costs as stated in Section 4 in the event the City EOC relocates to the County EOC.

5. LIABILITY AND SOVEREIGN IMMUNITY

A. Subject to the provisions and only within the limitations of Section 768.28, Fla. Stat., and without waiving sovereign immunity, the Parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission or any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the Parties have under Chapter 768.28, Fla. Stat., or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each Party covenants to maintain sufficient general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

6. INSURANCE

The Parties warrant that they are self-insured and agree to maintain general liability insurance and workers compensation insurance as required by law. The Parties further agree to provide each other with a copy of such insurance upon request.

7. AUDIT/PUBLIC RECORDS

The City of Stuart shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least five (5) years after completion or until such time as the deobligation period for FEMA funds has been exhausted, whichever occurs later. The County shall have access to such books, records, and documents for the purpose of inspection or audit during regular business hours at Stuart City Hall.

The County and the City of Stuart shall otherwise comply with Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further the parties will ensure that records which are exempt or

confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

8. INDEPENDENT CONTRACTORS

The Parties acknowledge that they are independent contractors to each other. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

9. WAIVER OR DELAY

No waiver or delay of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or will be deemed a waiver of such provision at any other time.

10. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire agreement between the County and the City of Stuart concerning the purposes set forth herein. This Agreement may only be amended or supplemented by written Agreement duly executed by the parties hereto.

11. NOTICES

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

To the COUNTY:
County Administrator
Martin County Administration Department
2401 SE Monterey Road
Stuart, FL 34996

With a copy to:
Martin County Emergency Management Director
Martin County Fire Rescue Department, Emergency Management Agency
800 SE Monterey Road
Stuart, FL 34996

County Attorney
Martin County Administration Department
2401 SE Monterey Rd.
Stuart, FL 34996

To the CITY:
Stuart City Manager
Stuart City Hall

121 SW Flagler Ave.
Stuart, FL 34994

With a copy to:
Stuart Emergency Management Director
Public Safety Complex
830 Martin Luther King Jr. Blvd.
Stuart, FL 34994
Stuart City Attorney
Stuart City Hall
121 SW Flagler Ave.
Stuart, FL 34994

The designated official/employee and/or address to which a notice or demand is to be sent may be changed by given the changing party giving written notice to the other party.

12. DISPUTE RESOLUTION

Disputes under this Agreement may be resolved by the County's Authorized Representative and the City of Stuart's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is sufficient merit, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

13. GOVERNING LAW, VENUE, NON JURY TRIAL

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Florida. Venue for any legal action by a party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Martin County, Florida.

14. WAIVER OF JURY TRIAL

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

15. SEVERABILITY

The invalidity or unenforceability of any provision of clause in this Agreement shall not effect the validity or enforceability of any other clause or provision.

16. CONSTRUCTION OF THE AGREEMENT

The parties acknowledge and agree that they have fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be more strictly construed or interpreted against one party as opposed to the other party as if it were the drafter of the Agreement.

17. TERM AND TERMINATION

A. This Agreement shall be executed by the City of Stuart first, followed by execution by the County. The term of this Agreement shall be five years from the effective date of the Agreement.

B. This Agreement may be terminated by either party for any reason upon giving one year notice in writing to the other party; however in no event will such termination become effective between June 1 and November 30 of a calendar year. A notice of termination shall be held in abeyance until the conclusion of the Hurricane Season or a declared state of emergency.

18. FILING

Pursuant to Sec. 163.01(11), Florida Statutes, this Agreement shall take effect after it has been properly approved and signed by both the County and the City of Stuart, and upon being filed with the Clerk of the Court of Martin County.

19. NON-DISCRIMINATION

The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender indentity or expression with respect to any activity occurring or under this Agreement.

20. PUBLIC RECORDS

The County and City shall comply with Florida's public records laws, and specifically agree to: 1) keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records retention schedule, 2) provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., and 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.

21. ENTIRE AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

22. FORCE MAJEURE

No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

23. SURVIVAL

Provisions contained in this Agreement that, by their sense and context, are intended to survive the expiration or termination of this Agreement, shall so survive.

IN WITNESS WHEREOF, the County and City of Stuart have caused this Agreement to be signed in their names by their respective duly authorized officers and their official seals to be affixed on the dates as indicated below.

CITY OF STUART

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BECKY BRUNER

MAYOR, CITY OF STUART

MICHAEL J. MORTELL

STUART CITY ATTORNEY

DATED: _____, 2019

ATTEST:

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By: _____
EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

ELIZABETH LENIHAN
ASSISTANT COUNTY ATTORNEY

DATED: January 8, 2019

