

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF NORTH PORT, FLORIDA AND
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
FOR LAW ENFORCEMENT DISPATCH SERVICES
AND RELATED COMMUNICATIONS SERVICES**

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement," is made and entered into by and between the City of North Port, Florida, (hereinafter referred to as "City") for the benefit of the North Port Police Department, a law enforcement agency (hereinafter referred to as "NPPD") and the School Board of Sarasota County, Florida, (hereinafter referred to as "School Board") for the benefit of the Sarasota County Schools Police Department, a law enforcement agency (hereinafter referred to as "School Police"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties believe it is mutually advantageous and in the interest of the public health, safety, and welfare of its citizens to enter into an agreement to consolidate Law Enforcement dispatch services and related communications services; and

WHEREAS, the Parties also agree to define their respective responsibilities and liabilities in that governance, and that administration shall be shared by the NPPD and the School Police; and

WHEREAS, the Parties agree that the costs associated with the transfer and ongoing operation of the North Port Public Safety Communications Center ("PSCC") will be apportioned as set forth herein; and

WHEREAS, Chapter 163, Florida Statutes, permits governmental units to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantages.

NOW THEREFORE, in consideration of the mutual terms, conditions, and promises hereafter set forth, the Parties agree as follows:

I. Definitions

- A. **"Call Handling and Procedures Guide" or the "Guide"** – The Public Safety Communications Center ("PSCC") manual that prescribes the processes and procedures to be used for answering 9-1-1 calls and dispatching emergency services, as amended from time to time.
- B. **"NPPD Records Management System"** – The NPPD Computer-Aided Dispatch system; a combination of computer hardware, software, and networking components employed to efficiently manage the process of receiving 9-1-1 calls, dispatching public safety resources to calls for service, recording relevant data, and generating reports.

- C. **“School Police Records Management System”** – The computer-based system of the School Police that includes a combination of computer hardware, software, and networking components employed to manage public safety-related processes and data.
- D. **“Public Safety Communications Center” or the “PSCC”** – Function of the NPPD that provides consolidated emergency communication services to the various local governmental, law enforcement, Fire Rescue, emergency medical, and emergency management agencies and their affiliated personnel.
- E. **“Tactical Dispatch”** – The use of mobile data terminals in lieu of public safety voice radio to communicate non-emergency information between dispatch and mobile units, and at other times as may be necessary for operational purposes.

II. Scope of Services

A. **Public Safety Communications Center (“PSCC”)**

1. The PSCC shall provide all Law Enforcement Dispatch Services and related communications services to the School Police. In order to provide the dispatch services, the PSCC will provide and maintain public safety industry standard computer-aided dispatch, voice-data recorder, 9-1-1 call taking, and radio communications systems.
2. The PSCC shall be staffed, equipped, and operated by the NPPD in compliance with the Florida Department of Health required certifications. At a minimum, all mandatory certifications, and at least one public safety accreditation to be determined by the NPPD, shall be maintained at the PSCC.
3. Law Enforcement Dispatch Services will comply with accreditation guidelines for all critical activities, report preparation, report accuracy, and timely delivery of information to the Parties hereto. The public safety accreditation and certification manuals, as approved by the NPPD and as amended from time to time, are incorporated by reference throughout this Agreement as applicable.

B. **Law Enforcement Dispatch Services.** Law Enforcement Dispatch Services provided to the School Police by the PSCC shall include but are not limited to the following:

1. Law Enforcement Dispatch Services and related communications support in accordance with the NPPD Standard Operating Procedure Manual and the Call Handling and Procedures Guide, as may be amended from time to time, and which are incorporated herein by reference.
2. Incident and unit activity reports/information depicting time documentation, nature of complaint/request, incident location, personnel and equipment dispatched for each emergency call received by the PSCC, medical/Fire Rescue/Law Enforcement information, disposition of call, in accordance with the applicable State of Florida retention requirements.

3. Staffing of the PSCC at all times with qualified emergency dispatch communications personnel in accordance with the requirements of this Agreement.
4. Supplying and maintaining state of the art emergency dispatch communications equipment sufficient to comply with the standards established in this Agreement.
5. The dispatch system shall include all hardware and software necessary to provide complete dispatch services to the Parties. The Parties shall work together to ensure compatibility of the dispatch system with existing School Police mobile radios, Mobile Data Terminals, reporting systems, and data management. It is understood that specific data connections and interfaces are the responsibility of the School Police. The School Police will design and fund the interfaces and the NPPD will provide technical assistance to ensure compatibility.
6. Once the data connections and interfaces are in place and operational, each Party is responsible for funding any modifications necessary to ensure continued compatibility and integrity of the system should that party make any changes. For example, if NPPD upgrades the Computer-Aided Dispatch ("CAD") system, NPPD is obligated to ensure that all the interfaces function as they did prior to the upgrade.
7. The NPPD shall maintain its current radio system coverage area and level of performance including Radio System Uptime of 99% or higher and Radio System Busy Signals of 1% or less. The Parties acknowledge that additional coverage with the ~~current system is not possible due to infrastructure limitations.~~ Extended coverage with the current system is possible with the use of compatible radio equipment and vehicle repeaters at the expense of the School Police.
8. Law Enforcement dispatch protocols shall be developed by the School Police in consultation with the PSCC and incorporated into the Guide for use by the School Police. Once incorporated into the Guide and to the extent that they are consistent with PSCC protocols, Emergency Dispatchers shall comply with the School Police protocols when handling emergency calls for the School Police. It is expressly recognized that emergency protocols may vary among Law Enforcement agencies. All proposed changes to the Guide shall be submitted in writing to the NPPD.
9. Non-emergency dispatch protocols shall be developed by the School Police in consultation with the PSCC and incorporated into the Guide for use by the School Police. Once incorporated into the Guide, Emergency Dispatchers shall comply with such protocols when handling non-emergency calls for the School Police. It is expressly recognized that non-emergency protocols may vary among Law Enforcement agencies. All proposed changes to the Guide shall be submitted in writing to the NPPD.
10. The NPPD will maintain a quality assurance program. Calls for service will be routinely reviewed by NPPD personnel to ensure proper call processing by call takers. These quality assurance checks will be conducted in accordance with all applicable accreditation standards. In addition, NPPD will ensure that radio transmissions are

randomly reviewed for proper dispatch protocols. The School Police may request that specific calls/transmissions be reviewed and/or copied for its review. These requests can include any and all of the following: radio transmissions, phone recordings, and CAD system data including event chronologies, event summaries, unit histories, unit rosters, and unit summaries. All recordings/records shall be released in accordance with applicable state statutes and PSCC policy.

11. The dispatch system will have adequate capacity on system-wide tactical channels for the School Police in the event of a major incident/special event for the School Police. For all pre-planned events (i.e. parades, festivals), the School Police must make advanced written notification and request for the use of the system-wide tactical channel to the NPPD in accordance with this Agreement and PSCC policy.
12. The School Police will retain possession of its current agency-specific talk groups and channels for use as they deem necessary. If the School Police request that a specific channel be monitored by the PSCC Dispatcher outside of the main Talk Channel, the request will be handled in accordance with the PSCC Policy Manual.
13. Complaints/Disputes regarding compliance with this Section of the Agreement shall be in writing and addressed to the attention of the Emergency Operations Bureau Commander. A review of the complaint/dispute will be conducted according to NPPD's policies/procedures.

C. School Police

1. Law Enforcement calls for service will be transmitted via Tactical Dispatch under NPPD procedures. Any unit identification numbers, zone numbers, or any other name or numerical identifiers will be coordinated between the NPPD and the School Police and shall not conflict with any numbering system already in place and utilized by the City's Fire Rescue Department or Law Enforcement personnel.
2. The School Police does not currently have the capability to connect to the CAD system via a mobile client and therefore is unable to comply with the Tactical Dispatch protocols to include logging units onto the CAD system at the beginning of a shift and off at the end of a shift. The School Police does not currently have a Records Management System ("RMS") to connect to the CAD system and therefore is unable to create user profiles in the system, which is required in order to assign calls, track, and record activity. Until the School Police obtain a mobile client and RMS system, the following procedure must be followed so that user profiles can be created:
 - a. Within one (1) week of a new officers' expected start date, School Police shall notify NPPD that a CAD system user profile needs to be created by e-mailing the below information to telecommunications@northportpd.com:
 - (i) New Officer's Name:
 - (ii) Date of Birth:

- (iii) ID number:
- (iv) Address:
- (v) Personal phone number:
- (vi) Department phone number(s):
- (vii) Social Security Number – to run FCIC/NCIC:
- (viii) Date of Hire:
- (ix) Start Date:

- b. Immediately upon an officer being placed on administrative leave, School Police shall e-mail NPPD at telecommunications@northportpd.com requesting that a note be placed on the officer's CAD system profile that no criminal justice information be released to the officer until the NPPD is notified by the School Police that the investigation is complete and that the note should be removed.
- c. Immediately upon an officer separating from employment for any reason, School Police shall e-mail NPPD at telecommunications@northportpd.com requesting that the officer be removed from the CAD system.
- d. Immediately upon a change, update, or correction to the duty roster, School Police shall notify NPPD of such by e-mail to telecommunications@northportpd.com. If there is no change, update, or correction to the duty roster in a calendar month, the School Police must e-mail NPPD no later than the first day of the month advising that there are no changes.

- 3. The School Police does not have a mobile client or RMS system that are compatible with the CAD system. A VPN has been established into the School Police RMS for the PSCC to confirm FCIC entries made on behalf of the School Police for confirmation of entries.

III. Administration/Operational Documents. Operations of the PSCC will be guided by three documents: the NPPD's General Orders, the Standard Operating Procedures of the PSCC, and the Call Handling and Procedure Guide ("Guide").

- A. Although the Standard Operating Procedures of the PSCC for NPPD staff is an established document that primarily covers employee policies, the School Police is welcome to provide comment and/or recommendations for consideration by the NPPD.
- B. The Guide is prepared and maintained by the NPPD and describes operating procedures under which the PSCC shall process calls for the School Police. The procedures established in the Guide shall not conflict with any applicable law, certification, accreditation, or industry standards. Following execution of this Agreement, the School Police may review and recommend revisions of the Guide to NPPD. The Guide shall be utilized by the Parties upon execution of this Agreement. While the School Police will determine the types of calls for service it will respond to and/or the appropriate level of its response, the NPPD reserves the right of final authority on the methodology (i.e. tactical dispatch) used to dispatch calls for service.

- C. The Guide shall set forth protocols for handling and processing all emergency and non-emergency calls received by the PSCC. Emergency calls shall be handled according to the PSCC certifications and accreditations performance standards. The non-emergency policies required by the School Police will be detailed in the Guide.

IV. Governance/Dispute Resolution

- A. The Parties shall resolve all disputes that may arise during the term(s) of this Agreement in accordance with the provisions contained in this Section. However, this Agreement shall not limit any Party from taking legal action to protect the public against a threat to its health, safety, and/or welfare from a situation for which the dispute resolution process specified in this Section would not provide an adequate and timely solution.
- B. In the event of a dispute between the City and the School Board under this Agreement, the City Manager and the School Superintendent or their respective designee(s) shall review the dispute and negotiate a mutually acceptable resolution. Any dispute not resolved by the designee(s) shall be referred to the City Manager and the School Superintendent to come to a mutually acceptable resolution. In the event the City Manager and the School Superintendent are unable to agree, the matter shall be referred to the respective Commissions, who must hold a joint meeting to resolve the matter. If the matter is not resolved at the joint meeting of the Commissions, the parties may avail themselves of any other available legal rights or remedies available. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.
- C. The NPPD will have full and final control and authority over all decisions related to personnel, operations, accreditation, or certification issues concerning the PSCC. Any personnel, operations, accreditation or certification issues shall be directed to the NPPD or designee in writing.

V. Records Requests and Records Management Systems

A. Public Records Requests

1. The NPPD is the custodian of public records for the PSCC. All Public Records Requests must be routed through the NPPD's Records Department. The NPPD Records Department is responsible for responding to all requests for public records and all such requests must be provided to the NPPD Records Department in order to be responded to.
2. Records requested by the School Police shall be categorized into two (2) formats/levels and provided to the School Police upon request:
 - a. Ad Hoc Manual Reports as requested by the School Police for internal use. These reports consist of Chronology reports from the CAD system that provide a chronological accounting of the event information, including the phone number and address of the event, the unit(s) dispatched, and any commands or texts entered by Dispatch or Mobile Data Terminal's (i.e., en route, arrived, key locations, etc.).

- b. Ad Hoc Voice Recordings of 9-1-1 Calls and Dispatch radio traffic for agency events upon request for internal use. These are available as CD's or WAV file format via email.
3. School Police requests for Ad Hoc Manual Reports and Ad Hoc Voice Recordings for internal use will be responded to within a reasonable time period following the request. Complex or multi-event requests may take longer. The requester will be advised of the estimated time it will take before the records will be available.

B. Records Management Systems

1. The NPPD will maintain and update on a quarterly basis a spatial, electronic map of the City of North Port that meets the response needs of the Parties.
2. Neither the Guide nor the PSCC shall attempt to regulate the types of field services or dictate the resources provided by the Parties.

VI. Costs Associated with Dispatch Operations

A. PSCC Responsibility. NPPD shall pay for all costs associated with the establishment and operations of the PSCC except as provided for herein. PSCC shall be housed by the NPPD in the Emergency Operations Center hurricane resistant facility. In the event the School Police decides to consolidate with the PSCC for dispatch services, implementation will occur on a timetable agreeable to the Parties.

B. School Police Responsibilities. School Police shall be responsible for the following costs:

1. Costs of delivery of additional communication lines to school locations at the request of the School Police and not in place on the effective date of this Agreement.
2. Costs of designing and constructing a data interface between the PSCC data handling system and the School Police system. NPPD shall provide technical assistance during design, implementation, and long-term maintenance.
3. Costs of mobile, portable, base station radios and mobile data terminals compatible with the PSCC and the maintenance and repair of this equipment.
4. Costs of a temporary liaison assigned to the PSCC. Having a temporary liaison is an option for the School Police and not a requirement.
5. While not anticipated, if additional staffing becomes required in the PSCC to accommodate the call volume of the School Police, the School Police shall be responsible for all costs associated with that additional staffing.

VII. Indemnification. The Parties agree to indemnify and save harmless the other party, its agents, officials and employees against all injuries, deaths, losses, damage claim, suits, liabilities, judgments, costs, attorney fees, and expenses which may accrue against the other party as a consequence of the intentional or negligent acts of the indemnifying party's employees, agents, or licensees arising out of the performance of each party's obligations under this Agreement up to the maximum limits provided by Section 768.28, Florida Statutes. Nothing contained in this section shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either party under the Florida constitution or general law. In the event of any threatened or impending action that may give rise to a claim under the terms of this section, the party seeking indemnification for such claim must promptly give notice to the other party in writing by certified mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the indemnifying party. The terms of this section shall survive the termination of this Agreement.

VIII. Effective Date/Term/Termination

- A. Effective Date.** This Agreement shall become effective upon the last party executing it. It shall be the responsibility of the last party to sign this Agreement to file it with the Sarasota County Clerk of Court.
- B. Term.** The Initial term for this Agreement shall expire on June 30, 2022. This Agreement shall renew only with a specific renewal signed by the Parties.
- C. Termination.** Either Party shall have the right to terminate this Agreement for any reason by providing sixty (60) days' written notice to the other party. In the event of termination or expiration of this Agreement, the Parties shall cooperate in good faith in order to effectuate a smooth and harmonious transition of service transfer and to maintain during such period of transition the same high quality call taking, and dispatch services otherwise afforded to the citizens pursuant to the terms hereof.

IX. Force Majeure

- A.** Except for any payment obligation by a Party, if either Party is unable to perform, or is delayed in its performance, of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the nonperforming Party to correct the adverse effect of such event of Force Majeure.
- B.** An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay either Party from performing any of its obligations (other than payment obligations) under this Agreement:
 - 1. Strikes and work stoppages unless caused by a negligent act or omission of a Party;

2. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, explosions, landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;
 3. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrection, riots, civil disturbances, or national or international calamities; or
 4. Suspension, termination or interruption of utilities necessary to the performance of the obligation.
- C. In the event of a reduction in available funding beyond the control of the NPPD, the Parties shall renegotiate the services provided herein.
- D. In order to be entitled to the benefit of this section, the Party claiming an event of Force Majeure shall give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Agreement.
- X. **Notification.** All notices required hereunder shall be in writing and sent by first class mail to the party Indicated below:

For the City:

City of North Port Police Department
ATTN: Chief of Police
4980 City Hall Boulevard
North Port, FL 34286

**With notice of demands
sent to:**

City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286

For the School Board:

Sarasota County School Police Department
ATTN: Chief of School Police
1960 Landings Blvd.
Sarasota, FL 34231

- XI. **Entire Agreement.** This Agreement embodies the entire understanding of the Parties hereto regarding the subject matter herein, there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter. This Agreement may be amended or modified only by an instrument of equal formality executed by the respective Parties.
- XII. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- XIII. **Filing.** This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court for Sarasota County prior to it becoming effective; it shall be retained in the Public Records of Sarasota County, Florida.
- XIV. **Binding Effect/Counterparts.** By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- XV. **Governing Law and Venue.** The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- XVI. **No Agency.** Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- XVII. **Headings.** The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
- XVIII. **Non-Discrimination.** The Parties do not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of their programs, activities, or services. The Parties shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

In witness whereof, the Parties have executed this Agreement as of the dates indicated below:

SIGNATURES:

Approved by the City Commission of the City of North Port, Florida on Feb. 23, 2021.

Attest:

By: Heather Taylor
Heather Taylor, CMC, City Clerk

CITY OF NORTH PORT, FLORIDA

By: Gisele "Jill" E. Luke
Gisele "Jill" E. Luke, Mayor

Approved as to form and content:

By: Amber L. Slayton
Amber L. Slayton, City Attorney

Approved as to form and content:

By: Paul Duggan
General Counsel
4/16/21 FL Bar#: 899461

SCHOOL BOARD OF SARASOTA COUNTY for its SCHOOL POLICE DEPARTMENT

By: Shirley Brown
~~Shirley Brown~~, Chair
Shirley Brown
Date: 4/6/21

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WITNESSETH:

WHEREAS, the Parties believe it is mutually advantageous and in the interest of the public health, safety, and welfare of its citizens to enter into an agreement to consolidate Law Enforcement dispatch services and related communications services; and

WHEREAS, the Parties also agree to define their respective responsibilities and liabilities in that governance, and that administration shall be shared by the NPPD and the School Police; and

WHEREAS, the Parties agree that the costs associated with the transfer and ongoing operation of the North Port Public Safety Communications Center ("PSCC") will be apportioned as set forth herein; and

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II. Scope of Services

A. Public Safety Communications Center (“PSCC”)

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2. The PSCC shall be staffed, equipped, and operated by the NPPD in compliance with the Florida Department of Health required certifications. At a minimum, all mandatory certifications, and at least one public safety accreditation to be determined by the NPPD, shall be maintained at the PSCC.
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1. Law Enforcement Dispatch Services and related communications support in accordance with the NPPD Standard Operating Procedure Manual and the Call Handling and Procedures Guide, as may be amended from time to time, and which are incorporated herein by reference.
2. Incident and unit activity reports/information depicting time documentation, nature of complaint/request, incident location, personnel and equipment dispatched for each emergency call received by the PSCC, medical/Fire Rescue/Law Enforcement information, disposition of call, in accordance with the applicable State of Florida retention requirements.

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12. The School Police will retain possession of its current agency-specific talk groups and channels for use as they deem necessary. If the School Police request that a specific channel be monitored by the PSCC Dispatcher outside of the main Talk Channel, the request will be handled in accordance with the PSCC Policy Manual.
13. Complaints/Disputes regarding compliance with this Section of the Agreement shall be in writing and addressed to the attention of the Emergency Operations Bureau Commander. A review of the complaint/dispute will be conducted according to NPPD's policies/procedures.

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2. The School Police does not currently have the capability to connect to the CAD system via a mobile client and therefore is unable to comply with the Tactical Dispatch protocols to include logging units onto the CAD system at the beginning of a shift and off at the end of a shift. The School Police does not currently have a Records Management System ("RMS") to connect to the CAD system and therefore is unable to create user profiles in the system, which is required in order to assign calls, track, and record activity. Until the School Police obtain a mobile client and RMS system, the following procedure must be followed so that user profiles can be created:
 - a. Within one (1) week of a new officers' expected start date, School Police shall notify NPPD that a CAD system user profile needs to be created by e-mailing the below information to telecommunications@northportpd.com:
 - (i) New Officer's Name:
 - (ii) Date of Birth:

- (iii) ID number:
- (iv) Address:
- (v) Personal phone number:
- (vi) Department phone number(s):
- (vii) Social Security Number – to run FCIC/NCIC:
- (viii) Date of Hire:
- (ix) Start Date:

- b. Immediately upon an officer being placed on administrative leave, School Police shall e-mail NPPD at telecommunications@northportpd.com requesting that a note be placed on the officer's CAD system profile that no criminal justice information be released to the officer until the NPPD is notified by the School Police that the investigation is complete and that the note should be removed.
- c. Immediately upon an officer separating from employment for any reason, School Police shall e-mail NPPD at telecommunications@northportpd.com requesting that the officer be removed from the CAD system.
- d. Immediately upon a change, update, or correction to the duty roster, School Police shall notify NPPD of such by e-mail to telecommunications@northportpd.com. If there is no change, update, or correction to the duty roster in a calendar month, the School Police must e-mail NPPD no later than the first day of the month advising that there are no changes.

- 3. The School Police does not have a mobile client or RMS system that are compatible with the CAD system. A VPN has been established into the School Police RMS for the PSCC to confirm FCIC entries made on behalf of the School Police for confirmation of entries.

III. Administration/Operational Documents. Operations of the PSCC will be guided by three documents: the NPPD's General Orders, the Standard Operating Procedures of the PSCC, and the Call Handling and Procedure Guide ("Guide").

- A. Although the Standard Operating Procedures of the PSCC for NPPD staff is an established document that primarily covers employee policies, the School Police is welcome to provide comment and/or recommendations for consideration by the NPPD.
- B. The Guide is prepared and maintained by the NPPD and describes operating procedures under which the PSCC shall process calls for the School Police. The procedures established in the Guide shall not conflict with any applicable law, certification, accreditation, or industry standards. Following execution of this Agreement, the School Police may review and recommend revisions of the Guide to NPPD. The Guide shall be utilized by the Parties upon execution of this Agreement. While the School Police will determine the types of calls for service it will respond to and/or the appropriate level of its response, the NPPD reserves the right of final authority on the methodology (i.e. tactical dispatch) used to dispatch calls for service.

- C. The Guide shall set forth protocols for handling and processing all emergency and non-emergency calls received by the PSCC. Emergency calls shall be handled according to the PSCC certifications and accreditations performance standards. The non-emergency policies required by the School Police will be detailed in the Guide.

IV. Governance/Dispute Resolution

- A. The Parties shall resolve all disputes that may arise during the term(s) of this Agreement in accordance with the provisions contained in this Section. However, this Agreement shall not limit any Party from taking legal action to protect the public against a threat to its health, safety, and/or welfare from a situation for which the dispute resolution process specified in this Section would not provide an adequate and timely solution.
- B. In the event of a dispute between the City and the School Board under this Agreement, the City Manager and the School Superintendent or their respective designee(s) shall review the dispute and negotiate a mutually acceptable resolution. Any dispute not resolved by the designee(s) shall be referred to the City Manager and the School Superintendent to come to a mutually acceptable resolution. In the event the City Manager and the School Superintendent are unable to agree, the matter shall be referred to the respective Commissions, who must hold a joint meeting to resolve the matter. If the matter is not resolved at the joint meeting of the Commissions, the parties may avail themselves of any other available legal rights or remedies available. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.
- C. The NPPD will have full and final control and authority over all decisions related to personnel, operations, accreditation, or certification issues concerning the PSCC. Any personnel, operations, accreditation or certification issues shall be directed to the NPPD or designee in writing.

V. Records Requests and Records Management Systems

A. Public Records Requests

- 1. The NPPD is the custodian of public records for the PSCC. All Public Records Requests must be routed through the NPPD's Records Department. The NPPD Records Department is responsible for responding to all requests for public records and all such requests must be provided to the NPPD Records Department in order to be responded to.
- 2. Records requested by the School Police shall be categorized into two (2) formats/levels and provided to the School Police upon request:
 - a. Ad Hoc Manual Reports as requested by the School Police for internal use. These reports consist of Chronology reports from the CAD system that provide a chronological accounting of the event information, including the phone number and address of the event, the unit(s) dispatched, and any commands or texts entered by Dispatch or Mobile Data Terminal's (i.e., en route, arrived, key locations, etc.).

- b. Ad Hoc Voice Recordings of 9-1-1 Calls and Dispatch radio traffic for agency events upon request for internal use. These are available as CD's or WAV file format via email.
3. School Police requests for Ad Hoc Manual Reports and Ad Hoc Voice Recordings for internal use will be responded to within a reasonable time period following the request. Complex or multi-event requests may take longer. The requester will be advised of the estimated time it will take before the records will be available.

B. Records Management Systems

1. The NPPD will maintain and update on a quarterly basis a spatial, electronic map of the City of North Port that meets the response needs of the Parties.
2. Neither the Guide nor the PSCC shall attempt to regulate the types of field services or dictate the resources provided by the Parties.

VI. Costs Associated with Dispatch Operations

A. PSCC Responsibility. NPPD shall pay for all costs associated with the establishment and operations of the PSCC except as provided for herein. PSCC shall be housed by the NPPD in the Emergency Operations Center hurricane resistant facility. In the event the School Police decides to consolidate with the PSCC for dispatch services, implementation will occur on a timetable agreeable to the Parties.

B. School Police Responsibilities. School Police shall be responsible for the following costs:

1. Costs of delivery of additional communication lines to school locations at the request of the School Police and not in place on the effective date of this Agreement.
2. Costs of designing and constructing a data interface between the PSCC data handling system and the School Police system. NPPD shall provide technical assistance during design, implementation, and long-term maintenance.
3. Costs of mobile, portable, base station radios and mobile data terminals compatible with the PSCC and the maintenance and repair of this equipment.
4. Costs of a temporary liaison assigned to the PSCC. Having a temporary liaison is an option for the School Police and not a requirement.
5. While not anticipated, if additional staffing becomes required in the PSCC to accommodate the call volume of the School Police, the School Police shall be responsible for all costs associated with that additional staffing.

VII. Indemnification. The Parties agree to indemnify and save harmless the other party, its agents, officials and employees against all injuries, deaths, losses, damage claim, suits, liabilities, judgments, costs, attorney fees, and expenses which may accrue against the other party as a consequence of the intentional or negligent acts of the indemnifying party's employees, agents, or licensees arising out of the performance of each party's obligations under this Agreement up to the maximum limits provided by Section 768.28, Florida Statutes. Nothing contained in this section shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either party under the Florida constitution or general law. In the event of any threatened or impending action that may give rise to a claim under the terms of this section, the party seeking indemnification for such claim must promptly give notice to the other party in writing by certified mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the indemnifying party. The terms of this section shall survive the termination of this Agreement.

VIII. Effective Date/Term/Termination

- A. **Effective Date.** This Agreement shall become effective upon the last party executing it. It shall be the responsibility of the last party to sign this Agreement to file it with the Sarasota County Clerk of Court.
- B. **Term.** The Initial term for this Agreement shall expire on June 30, 2022. This Agreement shall renew only with a specific renewal signed by the Parties.
- C. **Termination.** Either Party shall have the right to terminate this Agreement for any reason by providing sixty (60) days' written notice to the other party. In the event of termination or expiration of this Agreement, the Parties shall cooperate in good faith in order to effectuate a smooth and harmonious transition of service transfer and to maintain during such period of transition the same high quality call taking, and dispatch services otherwise afforded to the citizens pursuant to the terms hereof.

IX. Force Majeure

- A. Except for any payment obligation by a Party, if either Party is unable to perform, or is delayed in its performance, of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the nonperforming Party to correct the adverse effect of such event of Force Majeure.
- B. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay either Party from performing any of its obligations (other than payment obligations) under this Agreement:
 - 1. Strikes and work stoppages unless caused by a negligent act or omission of a Party;

2. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, explosions, landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;
 3. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrection, riots, civil disturbances, or national or international calamities; or
 4. Suspension, termination or interruption of utilities necessary to the performance of the obligation.
- C. In the event of a reduction in available funding beyond the control of the NPPD, the Parties shall renegotiate the services provided herein.
- D. In order to be entitled to the benefit of this section, the Party claiming an event of Force Majeure shall give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Agreement.
- X. **Notification.** All notices required hereunder shall be in writing and sent by first class mail to the party Indicated below:

For the City:

City of North Port Police Department
ATTN: Chief of Police
4980 City Hall Boulevard
North Port, FL 34286

**With notice of demands
sent to:**

City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286

For the School Board:

Sarasota County School Police Department
ATTN: Chief of School Police
1960 Landings Blvd.
Sarasota, FL 34231

- XI. **Entire Agreement.** This Agreement embodies the entire understanding of the Parties hereto regarding the subject matter herein, there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter. This Agreement may be amended or modified only by an instrument of equal formality executed by the respective Parties.
- XII. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- XIII. **Filing.** This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court for Sarasota County prior to it becoming effective; it shall be retained in the Public Records of Sarasota County, Florida.
- XIV. **Binding Effect/Counterparts.** By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- XV. **Governing Law and Venue.** The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- XVI. **No Agency.** Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- XVII. **Headings.** The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
- XVIII. **Non-Discrimination.** The Parties do not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of their programs, activities, or services. The Parties shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

In witness whereof, the Parties have executed this Agreement as of the dates indicated below:

SIGNATURES:

Approved by the City Commission of the City of North Port, Florida on Feb. 23, 2021.

CITY OF NORTH PORT, FLORIDA

Attest:

By: Heather Taylor
Heather Taylor, CMC, City Clerk

By: Gisele "Jill" E. Luke
Gisele "Jill" E. Luke, Mayor

Approved as to form and content:

By: Amber L. Slayton
Amber L. Slayton, City Attorney

SCHOOL BOARD OF SARASOTA
COUNTY for its SCHOOL
POLICE DEPARTMENT

Approved as to form and content:

By: _____
General Counsel

By: Shirley Brown
~~J. [unclear]~~, Chair
Shirley Brown

Date: 4/6/21