

**INTERLOCAL AGREEMENT BETWEEN SARASOTA COUNTY GOVERNMENT
AND THE CITY OF NORTH PORT FOR BACKUP DISPATCH SERVICES
AND RELATED COMMUNICATIONS SERVICES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 2nd day of June, 2015 by and between Sarasota County, a political subdivision of the State of Florida (the "County") and the City of North Port, a municipal corporation organized and existing under the laws of the State of Florida (the "City") (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the County and the City each own and operate a Computer Aided Dispatch System to provide emergency dispatch services within their respective jurisdictions; and

WHEREAS, the Parties believe it is mutually advantageous and in the best interest of the public health, safety and welfare of its citizens to enter into an agreement to provide backup public safety dispatch services and related communications services to each other in the event one of the systems is not operational; and

WHEREAS, the Parties desire to define their respective responsibilities with respect to establishing and maintaining a Computer Aided Dispatch System within each jurisdiction that will be capable of providing public safety dispatch services to the other jurisdiction during times when that jurisdiction's system is not operational; 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 advantage.

sent orig to city
clerk
6/15/15
gm

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

I. Definitions

"Call Handling System" – The hardware and software necessary for the receipt and delivery of 911 calls within Sarasota County to the Public Safety Communications Center and to the North Port Police Department Dispatch Center (NPPD).

"Connectivity" – The method or methods used to interconnect the Public Safety Communications Center and the NPPD that may include T1 lines, fiber and/or microwave systems, or any other means to transfer data between the two facilities.

"Computer Aided Dispatch System" (CAD) – A combination of computer hardware, software, and networking components employed to manage efficiently the process of receiving 911 calls and dispatching public safety resources to calls for service and recording data related thereto and the reports generated.

"North Port Police Department Dispatch Center" (NPPD) – Function of the North Port Police Department that provides and maintains public safety industry standard computer aided dispatch, voice-data recorder and 911 call-taking for the North Port law enforcement units.

"Public Safety Communications Center" ("PSCC") – Function of the County and the Sarasota County Sheriff's Office that provides consolidated communication services to the various local government, law enforcement, fire and emergency management agencies and their affiliated personnel. The PSCC provides and maintains public safety industry standard computer aided dispatch, voice-data recorder, 911 call-taking and radio communications systems. The

PSCC is staffed, equipped and operated by the County and the Sarasota County Sheriff in compliance with the Florida Department of Health required certifications.

II. Scope

This Agreement shall set forth the responsibilities of the City and the County with respect to acquiring and implementing all hardware, software and connectivity for a backup public safety dispatch system within each jurisdiction as well as staffing and training necessary for either jurisdiction to provide dispatch services to the other.

A. County Responsibilities

1. Beginning in 2015, the County shall maintain its primary 911 dispatch operations in the Sarasota County Emergency Operations Center at 6050 Porter Way, Sarasota. The County will be responsible for the design, configuration, installation and maintenance of the 800 MHz public safety radio communications system, excluding any subscriber units on the system and two radio dispatch consoles located at NPPD.
2. The County will be responsible for the design, configuration, installation and maintenance of logging recorder systems in the PSCC and the NPPD for the purpose of logging and recording radio and county-provided telephone systems at both facilities.
3. The County will be responsible for the design, configuration, installation and maintenance of all 911 call taking equipment and systems for the PSCC and NPPD.
4. The County will be responsible for the design, configuration, installation and maintenance of equipment and systems that may be installed by consent of both Parties at NPPD for PSCC backup operations. Equipment may include CAD work stations, call taking equipment, radio consoles, furniture, supplies, manuals and other support materials.
5. The County will be responsible for the design, configuration,

installation and maintenance of the connectivity required between the PSCC and NPPD, which may include 911 trunk lines, T1 lines, fiber connections and microwave links.

6. The County will train NPPD staff to provide call taking and dispatching services to the County in the event circumstances render the PSCC inoperable, until PSCC staff arrives at the NPPD to assume those responsibilities

B. City Responsibilities

1. The City will maintain its primary 911 dispatch operations at North Port Police Department Headquarters at 4980 City Hall Blvd., North Port. The City agrees to provide a minimum of two (2) existing dispatch positions to be used by the County for County backup operations or other needs as may be determined by the Parties. The City agrees to allow additional positions to be added to the existing NPDD facility to accommodate County backup operations as may be determined by mutual consent of the Parties.
2. The City will train PSCC staff to provide call taking and dispatching services to the City in the event circumstances render the NPPD inoperable, until NPDD staff arrives at the PSCC to assume those responsibilities.
3. The City will be responsible for the purchase, installation and maintenance of two radio dispatch consoles on the County 800 MHz public safety radio communications system.
4. The City will be responsible for the purchase, installation and maintenance of any subscriber units of the City on the County 800 MHz public safety radio communications system.
5. The City will be responsible for assisting the County on the configuration and installation of a logging recorder system in the NPPD for the purpose of logging and recording radio and county-provided telephone systems.

6. The City will provide space at the NPPD for the design, configuration, installation and maintenance of equipment and systems that may be installed by consent of both Parties at NPPD for backup of the PSCC operations. Items may include CAD work stations, call taking equipment, radio consoles, furniture, supplies, manuals and other support materials.
7. The City will be responsible for providing utility services at the NPPD that are necessary to support the PSCC backup operations and related equipment, including adequate electrical and grounding systems.

III. Non-appropriation

The City and the County acknowledge and agree that the obligations of either to fulfill financial obligations of any kind pursuant to any and all provisions of this Interlocal Agreement, or any subsequent agreement entered into pursuant to this Interlocal Agreement or referenced herein, are subject to appropriation regardless of whether a particular obligation has been expressly so conditioned. The Parties agree to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Interlocal Agreement; however, since funds are appropriated annually by the City and County Commissions on a fiscal year basis, legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by either the City or County Commission).

During the term of this Interlocal Agreement the City Manager and County Administrator or other appropriate officials shall for each fiscal period include in the budget application submitted to the City and County Commissions, respectively, the amount necessary to fund each Party's obligations hereunder for such fiscal period. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City or County under this Section.

This Interlocal Agreement shall not constitute an indebtedness of City nor shall it be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation. The parties acknowledge that the scope, term and duration of this Agreement are reasonable. No provision of this Agreement shall be construed or interpreted as delegating governmental powers, or as a donation or a lending of the credit of the City or County, within the meaning of the Florida Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's or County's moneys, nor shall any provision of this Agreement restrict to any extent prohibited by law any action or right of action on the part of any future City or County Commission. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

All expenditures not made prior to the commencement of any single fiscal year are subject to future annual budget appropriations.

IV. Staffing

- A. The City and County agree to provide training to at least two (2) of its dispatch staff on equipment, systems, policies, procedures and protocols that may be critical to assuming the call taking/dispatching responsibilities of the other in the event circumstances render either the PSCC or the NPPD inoperable, until staff from the inoperable facility arrives at the operable facility to assume those responsibilities.
- B. The Parties agree to provide trained staff 24 hours per day that are capable of immediately assuming the dispatch responsibilities of the other Party.

V. Governance/Dispute Resolution

In accordance with the purpose of this Agreement, the Parties shall resolve all disputes that may arise during the term(s) of this Agreement in accordance with the provisions described in this Section. The County shall have full and final

authority over capital requests, equipment, technology and staffing at the PSCC and such equipment and technology for which it has financial responsibility at the NPDD, as set forth in Section VI herein. The City shall have full and final authority over all other equipment, technology and staffing at the NPPD. Nothing in this Agreement shall limit either Party from taking legal action to protect the public against an imminent, serious threat to the health, safety and welfare of its citizens in the event an adequate and timely solution cannot be reached by the Parties. This Section shall constitute an alternative dispute resolution process to Chapter 164, Florida Statutes.

VI. Costs Associated with Mutual and Backup Operations

A. County Costs

County shall be responsible for the following costs:

1. Costs of the call handling systems at the PSCC and NPPD.
2. Costs of the logging recorder systems for the PSCC and NPPD.
3. Costs of all radio console equipment for the PSCC, and for all except two positions at NPPD.
4. Costs of all County-owned equipment installed or otherwise located at NPPD.
5. Costs of all connectivity between the PSCC and NPPD.
6. Costs of all training necessary for all PSCC and NPPD staff on mutually deployed call handling systems, radio or other systems, backup center protocols, call handling guides, and any related policies and procedures.
7. Costs of all dispatch console and related furniture installed in the PSCC.
8. Costs of dispatch console and related furniture installed at NPPD for use by the County for back-up operations.
9. Costs of all utility services for the PSCC.

B. City Costs

City shall be responsible for the following costs:

1. Costs and maintenance of two radio consoles for NPPD.
2. Costs of all City-owned equipment installed or otherwise located at PSCC.
3. Costs and maintenance of all dispatch console and related furniture existing in the NPPD upon the signing of this agreement not provided by the County.
4. Costs of all utility services at the NPPD.
5. Costs and maintenance of any connectivity between the county-provided logging recorder system and any City-owned telephone equipment.

VII. Liability

Each Party hereto agrees that it shall be solely responsible for the wrongful acts of its officers, employees, agents and volunteers. However, nothing contained herein shall constitute a waiver by either part of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

VIII. Effective Date/Term/Termination

A. Effective Date

This Agreement shall become effective upon filing with the Sarasota County Clerk of Court.

B. Term

The initial term for this agreement shall expire Twenty (20) years after the Effective Date of this agreement. This agreement shall be automatically renewed for additional ten (10) year terms unless terminated pursuant to Section VIII.C. below.

C. Termination

1. Notice of Termination by either Party may not be provided any sooner than five (5) years from the Effective Date of this Agreement.
2. Following the five-year period specified in above, either Party shall have the right to terminate this Agreement for any reason by providing written notice to the other. Such termination shall not be effective until the beginning of the first fiscal year which is at least three hundred sixty-five (365) days following receipt of the written notice of termination.

IX. Notification

All notices required hereunder shall be in writing and sent by first class mail to the Party indicated below:

City of North Port

Sarasota County

Attn: _____

Attn: _____

X. General Provisions

A. Force Majeure.

City and County agree that the backup dispatch services to be provided hereunder will be continuous at all times except that temporary disruption of service at any time caused by an Act of God, fire, strikes, casualties, war, terrorist act, hurricanes, tropical storms, natural disasters, accidents,

necessary maintenance work, breakdowns of or injuries to equipment or technology, civil or military authority, insurrections, riot, acts or declarations of government or regulatory agencies other than City or County, or any other cause beyond the control of City or County, shall not constitute a breach of this Agreement.

In order to be entitled to the benefit of this section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Parties 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.

B. Entire Agreement

This Agreement embodies the entire understanding of the Parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality executed by the respective Parties.

C. Default and Remedy

The exclusive remedies for a breach of this Agreement shall be specific performance, injunctive relief and any other appropriate equitable relief.

D. Applicable Law and Venue

The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement, and exclusive venue for any suit involving this Agreement shall be in Sarasota County.

E. Binding Effect

This Agreement is binding upon and shall inure to the benefit of the successors or assigns of the parties to this Agreement.

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

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

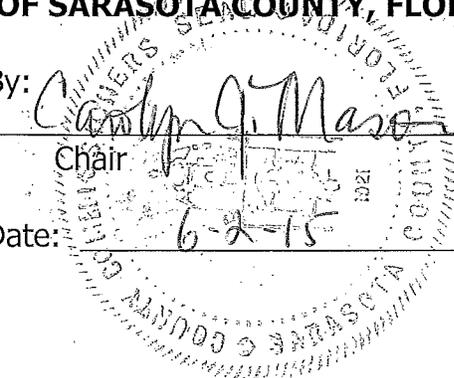
By: Charles Maloney
Deputy Clerk

Approved as to form and correctness:
[Signature]
County Attorney

**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

By: Carlynn G. Mason
Chair

Date: 6-2-15



ATTEST:
Helena Rumbauer
City Clerk

Approved as to form and correctness:
[Signature]
City Attorney

Approved as to form and correctness:
MARK MORIARTY
General Counsel

CITY OF NORTH PORT, FLORIDA

By: Royal Lencio
Mayor

Date: 5/28/15