

INTERLOCAL AGREEMENT

BY AND AMONG

THE SARASOTA COUNTY SHERIFF'S OFFICE

AND

**THE CITY OF NORTH PORT, FLORIDA
NEW COLLEGE OF FLORIDA CAMPUS POLICE DEPARTMENT
THE SARASOTA MANATEE AIRPORT AUTHORITY**

REGARDING

THE PRIMARY PUBLIC SAFETY ANSWERING POINT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and among the **Sarasota County Sheriff's Office** ("SCSO"), located at 6010 Cattleridge Boulevard, Sarasota, Florida 34232 and the Primary First Responder Agencies ("PFRA"): **City of North Port, Florida** ("CITY"), located at 4970 City Hall Boulevard, North Port, Florida 34286 on behalf of the North Port Police Department ("NPPD"), located at 4980 City Hall Boulevard, North Port, Florida 34286, **New College of Florida Campus Police Department** ("NCFCPD"), located at 5800 Bay Shore Road, Sarasota, Florida 34243, and the **Sarasota Manatee Airport Authority** ("AIRPORT"), located at 6000 Airport Circle, Sarasota, Florida 34243 on behalf of the Airport Police Department ("APD"), located at 6000 Airport Circle, Sarasota, Florida 34243 and the Airport Rescue and Firefighting Department ("ARFF"), located at 6000 Airport Circle, Sarasota, Florida 34243.

WITNESSETH

WHEREAS, §163.01, Fla. Stat. (2020), permits public agencies to provide services and facilities in a manner that will best accord with the needs of local communities;

WHEREAS, the Florida Constitution and §30.15, Fla. Stat. (2020), authorizes the SCSO to provide law enforcement services throughout the geographic limits of Sarasota County, Florida ("COUNTY"), including within each municipality of the COUNTY;

WHEREAS, the COUNTY and the SCSO manage the Public Safety Communications Center ("PSC") located at 6050 Porter Way, Sarasota, Florida 34232 which is the primary 911 public safety answering point ("PSAP") for all 911 calls within the COUNTY;

WHEREAS, the PSC takes all cellular and landline 911 calls within the jurisdictional boundaries of the COUNTY;

WHEREAS, the CITY and NPPD operate a secondary PSAP which receives transferred law enforcement service calls within the jurisdictional boundaries of the CITY from the PSC;

WHEREAS, immediate and un-delayed law enforcement response is an essential component of effective public safety and that seconds matter in the response to a call for help involving an active and imminent threat to life or great bodily harm;

WHEREAS, §365.179, Fla. Stat. (2019), provides for the development and implementation of dispatch and communications protocols to effect direct radio communication between the PSC and the PFRA by executing a written interlocal agreement;

WHEREAS, in accordance with §365.179, Fla. Stat. (2019), the SCSO, CITY, NCFPCPD, and AIRPORT (collectively, the “Parties”), desire the PSC to have direct radio contact with the on-duty law enforcement personnel of the PFRA without having to first transfer a 911 call via telephone or other law enforcement non-radio communication device to secondary PSAPs for dispatch; and,

WHEREAS, the PSC, unless incapacitated due to emergency or unforeseen technological reasons, is the recipient of all 911 calls originating within the COUNTY and therefore reasonably receives all 911 calls within the jurisdictional boundaries of the COUNTY.

NOW THEREFORE, the Parties agree as follows:

SECTION I: DEFINITIONS

1. **“E911”** – the short title for §365.172, Fla. Stat. (2020).
2. **“Public agency”** – as defined in E911, means the state and any municipality, county, municipal corporation, or other governmental entity, public district, or public authority located in whole or in part within the State of Florida which provides, or has authority to provide, firefighting, law enforcement, ambulance, medical, or other emergency services.
3. **“Public safety agency”** – as defined in E911, means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.
4. **“Public safety answering point”** or **“PSAP”** – as defined in §365.179, Fla. Stat. (2019), means a municipal or county emergency communications or 911 call center that receives cellular, landline, or text-to-911 communications.
5. **“Public safety emergency incident”** means an incident involving an imminent threat to life or great bodily harm or any other emergent situation where a delayed response is detrimental to public and/or officer safety.
6. **“First responder agency”** – as defined in §365.179, Fla. Stat. (2019), includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical services provider, that is designated as a primary first responder for the service area in which a 911 public safety answering point receives 911 calls.

SECTION II: MUTUAL OBLIGATIONS OF THE PARTIES

1. Pursuant to §365.179(4), Fla. Stat. (2019), the Parties shall authorize all requesting first responder agencies within the COUNTY to install all other first responder agency's primary dispatch channel or channels in the requesting agency's PSAP, non-primary dispatch, and/or mobile or portable radios.
2. If any Party to this Agreement receives information regarding an active public safety emergency incident and is unsure of the public agency to which such incident should be directed, such Party shall broadcast the incident location, nature, and any other relevant information to SCSO's primary radio dispatch channel designated pursuant to the terms of this Agreement.
3. Each Party shall train all applicable personnel regarding the procedures and protocols specified in this Agreement. The training shall include radio functionality and how to readily access the necessary dispatch channels in accordance with this Agreement. Training and implementation for existing parties shall be an on-going process and any new officers, deputies, employees, agents, representatives, contractors, or subcontractors whose work relates to this Agreement shall be trained as they are hired.
4. The Parties shall mutually cooperate in good faith to carry out the terms and conditions of this Agreement. Nothing shall be construed to limit the authority of the SCSO or any PFRA.
5. Nothing in this Agreement shall confer upon any third person, corporation, or entity, other than the Parties, any right or cause of action or damages claimed against any of the Parties arising from the performance of the obligations and responsibilities of the Parties.

SECTION III: OBLIGATIONS OF SCSO

1. As the sole provider of law enforcement dispatch within the PSC, SCSO shall have all COUNTY PFRA dispatch channels installed within all SCSO dispatch consoles.
2. SCSO shall immediately broadcast 911 communications or any other public safety information over the primary radio dispatch channels of each PFRA under the conditions agreed to by the Parties as set forth herein.
3. SCSO shall, on the patrol dispatch channel designated by each PFRA, broadcast information received via 911 or ten-digit line to the dispatcher of the PFRA, the location, nature, and any other relevant information regarding a public safety emergency incident.
4. Notifications by SCSO on the PFRA designated patrol dispatch channel should be concise and directed to the dispatcher. SCSO may supplement the original information as needed so that responding units have the most current and accurate information to promote public and/or officer safety. SCSO shall maintain primary dispatch functions for all public safety emergency incidents.

5. SCSO, upon notification of a public safety emergency incident occurring within a PFRA's jurisdiction shall immediately consolidate and/or patch the primary talk/dispatch channels designed for such communications to the first responders and dispatchers within said jurisdiction over the service area where the public safety emergency incident is occurring.
6. SCSO shall process all incoming 911 communications to the PSC without transferring to a secondary PSAP during any active public safety emergency incident.

SECTION IV: OBLIGATIONS OF THE PFRA

1. Each PFRA shall designate a channel for SCSO to broadcast notification of all emergencies within the PFRA's jurisdiction, regardless of the location of the emergency in the PFRA's jurisdiction.
2. Upon receiving notification of a public safety emergency incident from the PSC, all PFRA shall dispatch on-duty personnel to the incident (based on the initial notification) as soon as possible.
3. If a PFRA receives information in its dispatch center that meets the criteria in Section III of this Agreement through a ten-digit line or other non-911 source and the incident is located outside of the PFRA's jurisdiction, the PFRA shall provide the information via radio transmission to the SCSO or the PFRA with jurisdiction under the criteria set forth in Section II of this Agreement.

SECTION V: OBLIGATIONS OF NPPD AS THE BACKUP PSAP TO THE PSC.

1. If the PSC shall become disabled, NPPD shall assume the role of the Primary PSAP for the COUNTY.
2. NPPD shall assume SCSO's duties outlined in Section III of this Agreement.

SECTION VI: INDEMNIFICATION, LIABILITY, AND SOVEREIGN IMMUNITY

1. The Parties shall each be responsible for the actions of its own employees and shall bear the costs for damages for its own employees for actions that arise out of this Agreement.
2. Nothing in this Agreement shall be deemed to be a waiver of the sovereign immunity that the Parties enjoy under the laws of the State of Florida, including but not limited to the limitations of liability provided by §768.28, Fla. Stat. (2017).

SECTION VII: TERM AND MODIFICATION OF AGREEMENT

1. This Agreement shall become effective upon filing with the Clerk of the Circuit Court for Sarasota County, Florida, as required by §163.01(11), Fla. Stat. (2020) and with the Florida

Department of Law Enforcement, as required by §365.179, Fla. Stat. (2019), whichever is later in time.

2. This Agreement shall remain in full force and effect unless otherwise terminated in writing with written notice to all Parties.
3. This Agreement may only be modified in writing and upon signature of all Parties.

SECTION VIII: NOTICE

All written notices required pursuant to this Agreement shall be delivered to:

- | | |
|---|--|
| TO: Sarasota County Sheriff's Office
Attn: Sheriff
6010 Cattleridge Boulevard
Sarasota, Florida 34232 | CC: Sarasota County Sheriff's Office
Attn: General Counsel
6010 Cattleridge Boulevard
Sarasota, Florida 34232 |
| TO: City of North Port, Florida
Attn: City Manager
4970 City Hall Boulevard
North Port, Florida 34286 | CC: City of North Port, Florida
Attn: City Attorney
4970 City Hall Boulevard
North Port, Florida 34286 |
| TO: New College of Florida
Campus Police Department
Attn: Chief
5800 Bay Shore Road
Sarasota, Florida 34243 | |
| TO: Sarasota Manatee Airport Authority
Attn: President/CEO
6000 Airport Circle
Sarasota, Florida 34243 | |

SECTION IX: MISCELLANEOUS TERMS

1. This Agreement reflects the full and complete understanding of the Parties. This Agreement shall supersede all other prior agreements, whether written or oral, including the *Interlocal Agreement by and Among the Sarasota County Sheriff's Office and the Police Departments for the Cities of North Port, New College, and Sarasota-Manatee Airport Police Authority and the Airport Rescue and Firefighting Department* with the effective date of November 4, 2019, which upon the execution of this Agreement shall terminate.
2. No Party shall assign the obligations, responsibilities, or benefits of this Agreement to any third party or in any manner contract for the provision of services required to be

performed herein by a third party without the express written consent of the other Parties, which consent may be withheld in the sole discretion of any Party.

3. If any of the provisions of this Agreement should be held invalid, all other provisions shall remain fully enforceable.
4. The laws of the State of Florida shall govern this Agreement, and the duties and responsibilities set forth in this Agreement shall be performed in a manner that is constitutionally permissible.
5. This Agreement may be executed in identical counterparts which taken together, shall constitute collectively, one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
6. No Party shall discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services.

IN WITNESS WHEREOF, the Parties have entered into this Agreement and have caused this Agreement to be executed by the undersigned offers, duly authorized, as of the dates signed below:

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

INTERLOCAL AGREEMENT

BY AND AMONG

THE SARASOTA COUNTY SHERIFF'S OFFICE

AND

**THE CITY OF NORTH PORT, FLORIDA
NEW COLLEGE OF FLORIDA CAMPUS POLICE DEPARTMENT
THE SARASOTA MANATEE AIRPORT AUTHORITY**

REGARDING

THE PRIMARY PUBLIC SAFETY ANSWERING POINT

-SIGNATURE PAGE-

SARASOTA COUNTY SHERIFF'S OFFICE

KURT A. HOFFMAN
SHERIFF

DATE

APPROVED AS TO FORM AND CONTENT

CRYSTAL H. BAILEY
GENERAL COUNSEL

DATE

INTERLOCAL AGREEMENT

BY AND AMONG

THE SARASOTA COUNTY SHERIFF'S OFFICE

AND

**THE CITY OF NORTH PORT, FLORIDA
NEW COLLEGE OF FLORIDA CAMPUS POLICE DEPARTMENT
THE SARASOTA MANATEE AIRPORT AUTHORITY**

REGARDING

THE PRIMARY PUBLIC SAFETY ANSWERING POINT

-SIGNATURE PAGE-

**NEW COLLEGE OF FLORIDA
CAMPUS POLICE DEPARTMENT**

MICHAEL A. KESSIE
CHIEF OF POLICE

DATE

