

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**

This Interlocal Agreement is made and entered into by and between the municipalities and/or entities of North Port, New College, Sarasota-Manatee Airport Police Authority and the Airport Rescue and Firefighting Department (hereinafter individually referred to as "PRIMARY FIRST RESPONDER AGENCY" and collectively referred to as "PRIMARY FIRST RESPONDER AGENCIES") and the Sheriff of Sarasota County, Florida (hereinafter "SHERIFF" or "SHERIFF'S OFFICE").

WITNESSETH:

WHEREAS, F.S. § 163.01 provides for the execution of interlocal agreements between units of local government to provide services and facilities in a manner that will accord best with the needs of local communities; and

WHEREAS, the SHERIFF is authorized by the Florida Constitution and F.S. § 30.15 to provide law enforcement services within and throughout the geographic limits of Sarasota County, Florida, including within each municipality in the county; and

WHEREAS, the SHERIFF operates Sarasota County's only Primary 911 Public Safety Answering Point (hereinafter "Primary PSAP"); and

WHEREAS, the SHERIFF operates the Sarasota County Emergency Communications Center Public Service Answering Point, or "911 public safety answering point," which takes all cellular and landline 911 calls within the jurisdictional boundaries of Sarasota County; and

WHEREAS, the City of North Port Police Department operates a dispatch center, which receives, from the primary PSAP, transferred law enforcement service calls within the jurisdictional boundaries of the city of North Port; and

WHEREAS, the Parties agree that 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; and

WHEREAS, F.S. § 365.179 provides for the development and implementation of communications systems to effect direct radio communication between each 911 Primary PSAP and first responders; and

WHEREAS, F.S. § 365.179 requires each Florida sheriff, in collaboration with all applicable first responder agency heads in his or her county, to facilitate the development and execution of a written interlocal agreement among all Primary First Responder Agencies within the county concerning dispatch and communications protocols; and

WHEREAS, in accord with F.S. § 365.179, the Parties desire to establish such written protocols that outline circumstances and public safety emergencies under which the Primary PSAP will directly provide notice via law enforcement radio of an emergency to the on-duty personnel of a PRIMARY FIRST RESPONDER AGENCY for which the Primary PSAP does not provide dispatch functions; and

WHEREAS, in accord with F.S. § 365.179, the Parties desire to require the Primary PSAP to have direct radio contact with the PRIMARY FIRST RESPONDER AGENCIES' on-duty law enforcement personnel, and the agencies that the PSAP is not the primary dispatcher, for whom the Primary PSAP can reasonably receive 911 communications, without having to first transfer a 911 call via telephone or other police non-radio communication device to Secondary PSAPs for dispatch; and

WHEREAS, the Primary PSAP, unless incapacitated due to emergency or unforeseen technological reasons, is the recipient of all 911 calls originating in Sarasota County and therefore reasonably receives all 911 calls within the county's boundaries; and

WHEREAS, the Parties are entering into this interlocal agreement among the public agencies named herein to establish the method of complying with Florida Statute § 365.179.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and given by each party to the other, the Parties hereto do covenant and agree as follows.

SECTION I. DEFINITIONS

A. "Public agency" – As defined in F.S. § 365.172(3)(w), 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 this state which provides, or has authority to provide, firefighting, law enforcement, ambulance, medical, or other emergency services.

B. "Public safety agency" - As defined in F.S. § 365.172(3)(x), means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

C. "911 public safety answering point" ("PSAP") - As defined in F.S. § 365.179(1)(b), means a municipal or county emergency communications or 911 call center in this state that receives cellular, landline, or text-to-911 communications.

D. "First responder agency" - As defined in F.S. § 365.179(1)(a), 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.

E. "Public Safety Emergency Incident" - for the purposes of this Interlocal Agreement includes, but is not limited to, an incident where a person(s) is reported to be actively engaged in causing death or serious bodily injury to multiple victims including but not limited to an active shooter/active assailant or mass casualty incident, act of terrorism, or other similar emergency circumstances where the potential for death or serious bodily injury is imminent and/or occurring, and any other incident that might tax the resources of both the non-primary dispatch center or responding personnel.

SECTION II. JOINT OBLIGATIONS OF THE PARTIES

1. The SHERIFF and PRIMARY FIRST RESPONDER AGENCIES hereby agree to and shall, immediately upon execution of this Agreement, pursuant to F.S. § 365.179(4), unless technologically precluded due to radio incompatibility, authorize any and all requesting Sarasota County agencies to install any and all other agencies' primary dispatch channel or channels in the requesting agency's PSAP, non-primary dispatch, and/or mobile or portable radios.

2. In the event any Party to this Agreement receives information regarding any active Public Safety Emergency Incident involving an imminent threat to life or great bodily harm to any person, or any other emergent situation where a delayed response is detrimental to public and/or officer safety, and is unsure of the city or department to which such incident should be directed, such Party shall broadcast the incident location, nature and any other relevant information to SHERIFF's primary radio dispatch channel designated pursuant to the terms of this Agreement.

SECTION III. OBLIGATIONS OF THE SHERIFF

1. The SHERIFF, as the sole provider of law enforcement dispatch within the Primary PSAP, shall at all times have installed in the SHERIFF's dispatch consoles the patrol dispatch channels of all Sarasota County PRIMARY FIRST RESPONDER AGENCIES.

2. The SHERIFF hereby agrees to, and shall be capable of, immediately broadcasting 911 communications or any other public safety information over the primary radio dispatch channels of each PRIMARY FIRST RESPONDER AGENCY under the conditions agreed to by the parties as set forth herein.

3. The SHERIFF shall, on the patrol dispatch channel designated by each PRIMARY FIRST RESPONDER AGENCY, broadcast information received via 911 or ten digit line to the dispatcher of the PRIMARY FIRST RESPONDER AGENCY, the location, nature and any other relevant information, regarding any Public Safety Emergency Incident involving an imminent threat to life or great bodily harm to any person, or any other emergent situation where a delayed response is detrimental to public and/or officer safety.

4. The notification by the SHERIFF on the PRIMARY FIRST RESPONDER AGENCY's designated patrol dispatch channel should be concise and directed to the dispatcher. The SHERIFF may supplement the original information as necessary so that responding units have

the most current and accurate information to ensure officer and public safety. The SHERIFF will maintain primary dispatch functions for any and all Public Safety Emergency Incidents; as defined by this Interlocal Agreement.

5. The SHERIFF, upon notification of a Public Safety Emergency Incident, within any PRIMARY FIRST RESPONDER AGENCY's jurisdiction will immediately consolidate/patch the primary talk/dispatch channels designed for such communications to the first responders and dispatchers with jurisdiction over the service area where the Public Safety Emergency Incident is occurring.

6. The SHERIFF shall process all incoming 911 communications to the primary PSAP without transferring to a non-primary dispatch center during any active Public Safety Emergency Incident.

SECTION IV. OBLIGATIONS OF THE PRIMARY FIRST RESPONDER AGENCIES

1. Each of the PRIMARY FIRST RESPONDER AGENCIES shall designate, identify and notify the SHERIFF of the channel on which the SHERIFF is to broadcast notification of any and all emergencies within the PRIMARY FIRST RESPONDER AGENCY's jurisdiction, regardless of the location of the emergency in the PRIMARY FIRST RESPONDER's jurisdiction.

2. Each PRIMARY FIRST RESPONDER AGENCY will receive the notification from the Primary PSAP of a Public Safety Emergency Incident involving an imminent threat to life or great bodily harm to any person, or any other emergent situation where a delayed response is detrimental to public and/or officer safety, and as quickly as possible, dispatch on-duty personnel to the incident based on the initial notification.

SECTION V. OBLIGATIONS OF THE NORTH PORT POLICE DEPARTMENT THAT FUNCTIONS AS A NON-PRIMARY DISPATCH CENTER OR RECEIVES INFORMATION MEETING THE BROADCAST CRITERIA OF THIS AGREEMENT

1. The North Port Police Department functions as the back-up Primary PSAP in Sarasota County. If it is necessary for the North Port Police Department to assume primary PSAP responsibilities due to the Primary PSAP being disabled, the North Port Police Department agrees to assume the SHERIFF'S responsibilities as set forth in this Agreement.

2. If any PRIMARY FIRST RESPONDER AGENCY receives information in its dispatch center meeting the criteria in Section III of this Agreement through a ten digit line or other non-911 source, and the occurrence of the event is outside the PRIMARY FIRST RESPONDER's jurisdiction, the PRIMARY FIRST RESPONDER AGENCY agrees to provide the information via radio to the SHERIFF and/or PRIMARY FIRST RESPONDER AGENCY with jurisdiction under the criteria set forth in Section III of this Agreement.

SECTION VI. MUTUAL COOPERATION

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 SHERIFF or any PRIMARY FIRST RESPONDER AGENCY.

SECTION VII. TRAINING

Each Party is required to train all applicable personnel regarding the procedures and protocols specified in this Agreement. The training must also include radio functionality and how to readily access the necessary dispatch channels in accordance with the Agreement. Training and implementation for existing parties should be an on-going process and any new officers, deputies, employees, agents, representatives, contractors or subcontractors whose work relates to this Agreement should be trained as they are hired.

SECTION VIII. INDEMNIFICATION

The SHERIFF and all PRIMARY FIRST RESPONDER AGENCIES shall each be responsible for the actions of their deputies, officers and employees as may serve in fulfilling the terms and conditions of this Agreement in accordance with law. Suits and/or claims that may be filed from time to time hereunder shall be handled by the respectively named Parties.

SECTION IX. SOVERIGN IMMUNITY

The Parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida, including but not limited to the limitations of liability provided in F.S. § 768.28, and nothing contained herein should be construed to waive or modify the provisions of the aforementioned statute.

SECTION X. LIABILITY

Each party to this Agreement agrees to bear the costs and liabilities for its own deputies, officers, employees, members or agents' actions arising out of this Agreement.

SECTION XI. TERM OF THIS AGREEMENT AND MODIFICATION

This Agreement shall remain in full force and effect unless terminated in writing with written notice to all Parties. This Agreement may only be modified in writing and upon signature of all Parties. This Agreement shall be effective when signed by all parties.

SECTION XII. THIRD PARTIES

In no event shall any of the terms of this Agreement 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 obligation and responsibilities of the Parties.

SECTION XIII. FILING

This Agreement shall be filed by the SHERIFF with the Clerk of the Circuit Court for Sarasota County, Florida, as required by F.S. § 163.01(11) and with the Florida Department of Law Enforcement as required by F.S. § 365.179.

SECTION XIV. LIASON/CONTACT PERSON/NOTICE

The Parties have designated the Sheriff of Sarasota County, Florida and the head of each PRIMARY FIRST RESPONDER AGENCY as their liaison contact person for purpose of this Agreement, including any notice provided or required to be provided pursuant to this Agreement.

SECTION XV. ENTIRE AGREEMENT

This Agreement reflects the full and complete understanding of the Parties.

SECTION XVI. NON-ASSIGNABILITY

No Parties shall assign the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the Parties, which consent may be withheld within the sole discretion of any Party.

SECTION XVII. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law and held invalid, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement which shall remain fully enforceable.

SECTION XVIII. GOVERNING LAW

1. The laws of the State of Florida shall govern this Agreement.
2. This Agreement, at all times, shall be construed consistent with such constitutional and statutory limitations.
3. The duties and responsibilities set forth in this Agreement to be performed by the Parties shall be performed in a manner that is constitutionally permissible, and all portions of this Agreement shall be interpreted and administered by the Parties accordingly.

IN WITNESS WHEREOF, the Parties have entered into this Agreement and have caused this Agreement to be executed by their undersigned officers, duly authorized.

[SIGNATURES FOLLOW ON NEXT PAGE]

SIGNATURES:

CITY OF NORTH PORT, FLORIDA

Attest:

By: _____

Christopher Hanks, Mayor

By: _____

Heather Taylor, CMC
Interim City Clerk

Date: _____

Approved as to form and correctness:

By: _____

Amber L. Slayton, City Attorney