AN INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY FIRST RESPONDER AGENCIES

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Marjory Stoneman Douglas High School Public Safety Commission recommended that counties be required to develop and implement communication systems that allow direct radio communication between public safety answering points (PSAPs) and first responders outside the PSAPs normal service area to provide for more efficient dispatch of first responders; and

WHEREAS, in response to the Commission's recommendations, the Florida Legislature created Section 365.179, Florida Statutes (Direct radio communication between 9-1-1 public safety answering points and first responders); and

WHEREAS, FSS 365.179 requires each County Sheriff to facilitate an interlocal agreement between all first responder agencies ("AGENCY" or collectively "AGENCIES" or "Parties") within the county which provides for inter-agency communications as required under this law.

NOW, THEREFORE, in consideration of the foregoing, the AGENCIES agree as follows:

Article 1. Purpose

This agreement sets forth the protocols under which a PSAP will directly provide notice by radio of a public safety emergency to the on – duty personnel of a first responder agency for which the PSAP does not provide primary dispatch functions.

Article 2. Definitions

A. "9-1-1 public safety answering point" or "PSAP" means a municipal or county emergency communications or 9-1-1 call center in the state that receives cellular, landline, or text –to– 9-1-1 communications.

B. "First responder agency" includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical services provider, as is designated as a primary first responder for the service area in which a 9-1-1 public

safety answering point receives 9-1-1 calls. See list of Martin County First Responder Agencies, Exhibit A.

C. "Public safety emergency" or "event" for purposes of this Interlocal Agreement includes, but is not limited to, an incident where a person(s) is actively engaging in causing death or serious bodily injury to multiple victims. This may be the result of an active shooter and/or other hostile event where the potential for death or serious bodily injury is imminent and/or occurring.

Article 3. Each AGENCY agrees that:

A. Each PSAP will directly provide notice by radio of a public safety emergency to the on – duty personnel of AGENCY for which the PSAP does not provide primary dispatch functions as follows:

1. Each PSAP shall have the ability to have direct radio contact with all primary first responder agencies and their dispatchers for whom the PSAP can reasonably receive 9-1-1 communications.
2. Upon the occurrence of a public safety emergency, if the primary PSAP with jurisdiction has not yet dispatched the event, the PSAP receiving the event from 9-1-1 shall, upon supervisor approval, immediately broadcast all 9-1-1 communications or public safety information regarding the emergency over the primary talk group/dispatch channel designated for such communications to the first responders and dispatchers with jurisdiction over the service area where the event is occurring. After providing approval, the supervisor shall immediately contact the primary PSAP with jurisdiction to coordinate with the primary PSAP for dispatching of the event.
3. Notwithstanding, once the event has been dispatched by the primary PSAP with jurisdiction, PSAPs outside the service area of the event will transfer additional public safety emergency 9-1-1 calls to the primary PSAP. Any additional 9-1-1 calls not related to the public safety emergency that are received by a PSAP will be dispatched by the PSAP receiving the call.

B. Training shall be provided to all applicable agency personnel regarding the procedures and protocols set forth in this Agreement; such training shall also include radio functionality and how to readily access the necessary dispatch channel. Each AGENCY, and/or PSAP shall be responsible for training their respective personnel.

Article 4. Effective Date and Term of Agreement

This Agreement shall take effect upon execution and approval by the hereinafter named AGENCIES and shall continue in full force and effect unless otherwise extended or ~~until~~

terminated upon the written agreement of each AGENCY.~~by operation or otherwise subject to sunset under Florida Statute.~~

Article 5. Liability

Each AGENCY shall be liable for its own actions and negligence and agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available to any agency. Nothing herein shall be construed as consent by any agency to be sued by third parties in any matter, whether arising out of this agreement or any other contract.

Article 6. Non-Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Article 7. Relationship of the Parties

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations of any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the Parties.

Article 8. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any Agency.

Article 9. No Third-~~-~~Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Article 10. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Article 11. Amendments to this Agreement

Any amendments to this Agreement shall be by written instrument executed by all AGENCIES.

Article 12. Assignment; Binding Agreement

This Agreement and the duties and obligations hereunder may not be transferred or assigned by any of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

Article 13. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall lie in Martin County, Florida.

Article 14. Entirety of Contractual Agreement

The AGENCIES agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

IN WITNESS WHEREOF, the AGENCIES hereto have caused this Interlocal Agreement to be executed for the uses and purposes set forth herein.

ATTEST:

BY: _____

DATE: _____

MARTIN COUNTY SHERIFF'S OFFICE

_____

WILLIAM D. SNYDER
SHERIFF

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

_____

GLENN THEOBALD
CHIEF DEPUTY/LEGAL COUNSEL

(MARTIN COUNTY FIRE RESCUE)

ATTEST: **BOARD OF COUNTY COMMISSIONERS**

MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER	EDWARD V. CIAMPI, CHAIRMAN
DATE: _____	

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

_____

SARAH WOODS, COUNTY ATTORNEY

ATTEST:

BY:_____

MARY R. KINDEL, CITY CLERK

DATE: _____

CITY OF STUART

_____

REBECCA S. BRUNER, MAYOR

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

_____

MICHAEL J. MORTELL, CITY ATTORNEY

ATTEST:

BY: _____

DATE: _____

TOWN OF SEWALL'S POINT

_____

TINA CIECHANOWSKI, CHIEF OF POLICE

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

_____

GLENN TORCIVIA, TOWN ATTORNEY

ATTEST:

TOWN OF JUPITER ISLAND

BY: _____

_____

ROBERT GARLO, PUBLIC SAFETY DIRECTOR

DATE: _____

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

_____

JOHN C. RANDOLPH, JONES FOSTER

EXHIBIT A

FIRST RESPONDER AGENCIES WITHIN THE JURISDICTIONAL BOUNDARIES OF MARTIN COUNTY

LAW ENFORCEMENT AGENCIES:

Martin County Sheriff's Office

City of Stuart Police Department

Town of Jupiter Island Public Safety Department

Town of Sewall's Point Police Department

FIRE SERVICE AGENCIES:

Martin County Fire Rescue Department

City of Stuart Fire Rescue Department

EMERGENCY MEDICAL SERVICES PROVIDERS:

Martin County Fire Rescue Department

City of Stuart Fire Rescue Department