

**1. PUBLIC SAFETY ANSWERING POINT EMERGENCY
COMMUNICATION INTERLOCAL AGREEMENT**

This Interlocal Agreement (ILA) is made by and between the Sheriff of Escambia County, Florida ("Sheriff"), an independent constitutional officer of Escambia County, Escambia County, Florida ("Escambia County"), a political subdivision of the State of Florida, the City of Pensacola, a political subdivision of the State of Florida, and first responder agencies within the jurisdictional boundaries of Escambia County, Florida (collectively "Agencies") detailed within Exhibit "A," attached hereto and incorporated herein, the Sheriff, Escambia County, City of Pensacola, and Agencies referred to collectively as the "Parties."

WITNESSETH:

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, Section 365.179, Florida Statutes, requires local first responder agencies to ensure that each PSAP within a county is capable of directly notifying any first responder agency within that county of an emergency by radio; and

WHEREAS, Section 365.179, Florida Statutes, requires each sheriff, in collaboration with all first responder agency heads in his or her county, to facilitate the development and execution of written Interlocal agreements between all primary first responder agencies within the county to establish the protocols by which a PSAP will directly provide notice of an emergency by radio to the on-duty personnel of a first responder agency for which the PSAP does not provide primary dispatch functions; and

WHEREAS, The Escambia County Emergency Services Communications Center operates the Primary PSAP, or "9-1-1 public safety answering point" which takes all cellular 9-1-1 calls within the jurisdictional boundaries of Escambia County and landline 9-1-1 calls outside the City of Pensacola, Florida; and

WHEREAS, Escambia County operates Escambia County Emergency Medical Services (ECEMS), a first responder agency and primary 9-1-1 medical emergency response service in and for Escambia County, Florida; and

WHEREAS, the City of Pensacola Police Department operates a Primary PSAP, or “9-1-1 public safety answering point” which takes all landline 9-1-1 calls within the jurisdictional boundaries of the City of Pensacola; and

WHEREAS, the Agencies listed detailed within Exhibit “A” attached hereto and fully incorporated herein are first responder agencies responsible for the provision of law enforcement, fire, or other emergency services within their jurisdictional boundaries in Escambia County, Florida; and

WHEREAS, all first responder agency heads for agencies within Escambia County, Florida, have developed a method of compliance pursuant to Section 365.179(2), Florida Statutes, and have provided primary radio channels access to all PSAPs within Escambia County, Florida, including those PSAPs which do not provide primary dispatch functions for providing Agencies; and

WHEREAS, the Parties are joined in the goal of strengthening partnerships and communications protocols and procedures so as to quickly and effectively respond to public safety emergencies within their respective jurisdictional boundaries.

NOW, THEREFORE, in consideration of the foregoing, the Parties 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, and the methods by which agencies will conduct such communications.

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” or “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 PSAP receives 9-1-1 calls including all agencies listed within Exhibit A, attached hereto and fully incorporated herein.
- C. “Public Safety Emergency” for purposes of this Interlocal Agreement includes, but is not limited to, situations such as: an active shooter, mass casualty incident, acts of terrorism, civil disturbance or other similar urgent/unstable situation where serious bodily injury or the loss of human life is imminent and/or occurring.

Article 3. Duties of PSAP:

- A. Each PSAP will maintain 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.

- B. Upon the occurrence of a Public Safety Emergency, the primary PSAP that receives the 911 call will relay the information to all first responders within the county for any urgent (critical) in nature situations pertaining to life-safety as defined as a Public Safety Emergency; the Primary PSAP which received the call will directly provide notice of the Public Safety Emergency on the primary radio talk group/dispatch channel to all first responder personnel within the county.
- C. Adhere to the dispatch procedures and protocols attached hereto as Exhibit B and fully incorporated herein, as if fully written herein.
- D. Provide training to all applicable PSAP personnel regarding dispatch procedures and protocols. Such training shall include radio functionality and how to readily access the necessary dispatch channel.
- E. Provide written certification to the Sheriff that the Primary PSAP is in compliance with this Agreement, and Section 365.179, Florida Statutes, within 30 days of execution of this Agreement.

Article 4. Duties of Agency:

- A. Adhere to the dispatch procedures and protocols attached hereto as Exhibit B.
- B. Provide training to all applicable agency personnel regarding said procedures and protocols. Such training shall include radio functionality and how to readily access the necessary dispatch channel.
- C. Unless technologically precluded due to radio incompatibility, upon written request from a law enforcement agency head in the same county or in an adjacent jurisdiction in another county must authorize the requesting agency to install the responding agency's primary dispatch channel or channels in the requesting agency's PSAP, dispatch center, or mobile or portable radios.

Article 5. Term: Renewal

This Agreement shall be in effect for a term of one year and shall automatically renew upon expiration unless any party to this Agreement gives notice, at least 90 days before date of expiration, of the party's desire to terminate the agreement. This Agreement shall take effect upon the date last executed by all parties.

Article 6. Notice

Where any notice is required under this Agreement or applicable law, such notice shall be provided to the addressed listed within Exhibit A.

Article 7. Execution in parts

This Agreement may be executed in any number of actual or electronic copies of counterparts and by each of the different Parties on several counterparts, each of which when so executed and delivered will be an original. The executed signature page(s)

from each actual or electronic copy of a counterpart may be joined together and attached and will constitute one and the same instrument.

Article 8. Amendment

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

Article 9. Sovereign Immunity

Parties shall be liable for their own actions and negligence and agree 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 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. 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 in office, as applicable.

Article 12. Governing Law: Venue

This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State. Venue shall lie in Escambia County, Florida.

Article 13. WHEREAS Clauses Incorporated

The WHEREAS clauses set forth above are reiterated herein and fully incorporated into this Agreement.

Article 14. Entirety of Agreement

The Parties 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.

Article 15. Authority to Sign.

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is fully authorized to execute this Agreement on behalf of the entity on whose behalf such individual has signed this Agreement, and that by signing this Agreement such entity shall be bound by the terms contained herein.

Article 16. Filing with Clerk of Court.

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

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof, all as of the date first above written.

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EXHIBIT A (1 OF 3)

**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

ESCAMBIA COUNTY SHERIFF'S OFFICE	APPROVED TO FORM AND LEGAL SUFFICIENCY:
David Morgan, SHERIFF ESCAMBIA COUNTY, FLORIDA	Debra D. Little, ESQ. COUNSEL FOR SHERIFF MORGAN
DATE:	

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EXHIBIT A (2 OF 3)

**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida located at 221 Palafox Place, Pensacola, Florida 32502	
The governing and managing entity for the following first responder agencies and PSAP: Escambia County Emergency Medical Services, and Escambia County Emergency Communications Center PSAP.	
	ATTEST:, CLERK
	BY: _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS	CLERK OF THE CIRCUIT COURT AND EX-OFFICIO CLERK OF THE BOARD OF COUNTY COMMISSIONERS
	APPROVED TO FORM AND LEGAL SUFFICIENCY:
DATE:	_____ COUNTY ATTORNEY

(This space intentionally left blank.)

EXHIBIT A (3 OF 3)

PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET

CITY OF PENSACOLA, a Florida Municipal Corporation located at 222 W. Main Street, Pensacola, FL 32502 FOR
The governing and managing entity for the following first responder agencies and PSAP: City of Pensacola Police Department, City of Pensacola Police Department PSAP.
THE CITY OF PENSACOLA, A Florida Municipal Corporation
By: _____ Grover C. Robinson, IV, Mayor
ATTEST:
By: _____ City Clerk (Seal)
Legal in form and execution: <u>Christina Moore</u> City Attorney
Tommy Lyter, CHIEF OF POLICE <u>[Signature]</u>
DATE: 1-29-20
Ginny Cranor, FIRE CHIEF <u>[Signature]</u>
DATE: 1-28-20

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EXHIBIT B PROTOCOLS AND PROCEDURE

- A. SCOPE. This Exhibit establishes written protocols that outline circumstances and Public Safety Emergencies under which a PSAP will directly provide notice by radio of an emergency to the on-duty personnel of a first responder agency for which the PSAP does not provide primary dispatch functions and communications procedure governing both the PSAP and Agency engaging in radio communication.
- B. CIRCUMSTANCES REQUIRING DIRECT NOTICE TO AGENCIES FOR WHICH PSAP DOES NOT PROVIDE PRIMARY DISPATCH FUNCTIONS. Each PSAP will provide requisite notice by radio of an emergency to the on-duty personnel of a first responder agency for which the PSAP does not provide primary dispatch functions when:
- Receiving a call which is reasonably believed to be a Public Safety Emergency and the ability to transfer the call to the PSAP with jurisdiction, and
 - A reasonable interpretation of the information received indicates that the situation poses significant danger to human life and it is critical to relay directly to responders without delay.
- C. PROCEDURE OF COMMUNICATION(S) BETWEEN PSAPs AND AGENCIES.
- PSAP personnel shall document the Public Safety Emergency in their computer aided dispatch (CAD) system;
 - PSAP personnel will evaluate current radio activity of AGENCY to determine if intended transmission is still relevant prior to proceeding with transmission.
 - Where staffing exists, one Dispatcher may be designated to monitor the incident until conclusion;
 - PSAP personnel will communicate directly to first responders on primary radio talk group/dispatch channel and shall ensure documentation of transmission occurs in CAD;
 - All communication shall be in plain speech, no codes or signals shall be used;
 - Involved personnel will utilize the following transmission process:
 - Hailing Agency: "(Agency Name) to ALL FIRST RESPONDERS, we have urgent traffic, standby to copy."
 - Hailing Agency: "(provide information in clear speech, no codes or signals, break into smaller transmissions if appropriate), copy?"
 - Responding Agency's first responders: Acknowledgement of receipt;
 - Involved personnel shall make notification per agency policy this transmission has occurred.
 - Once the critical information is passed to the responding agency they will assume communications responsibilities.