

**INTERLOCAL AGREEMENT BETWEEN SARASOTA
COUNTY GOVERNMENT, SARASOTA COUNTY SHERIFF'S
OFFICE AND CITY OF VENICE FOR LAW ENFORCEMENT
AND FIRE/RESCUE AND EMERGENCY MEDICAL SERVICES
DISPATCH SERVICES AND RELATED COMMUNICATIONS
SERVICES**

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement," is made and entered into this ____ day of _____, 2016, by and between Sarasota County, a political subdivision of the State of Florida hereinafter referred to as "County," City of Venice", a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Municipality," and the Sarasota County Sheriff's Office, a Constitutional Office under the State Judicial Branch, hereinafter referred to as "Sheriff" (collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the Parties believe it is mutually advantageous and in the interest of the public health, safety and welfare of its citizens to enter into an agreement to consolidate Law Enforcement, Fire/Rescue and Emergency Medical Services ("Fire/EMS") dispatch services and related communications services; and

WHEREAS, the Parties also agree to define their respective responsibilities and liabilities in that governance and administration shall be shared by the County, the Sheriff and the Municipality; and

WHEREAS, the Parties agree that the costs associated with the transfer and ongoing operation of the Sarasota County Public Safety Communications Center ("PSCC") will be apportioned as set forth herein; 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 advantages.

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

I. Definitions

- A. "Call Handling and Procedures Guide" or the "Guide"** - The PSCC manual that prescribes the processes and procedures to be used for answering 9-1-1 calls and dispatching emergency services, as amended from time to time.
- B. "County Records Management System"** - The Sarasota County computer-aided dispatch system; a combination of computer hardware, software, and networking components employed to efficiently manage the process of receiving 9-1-1 calls, dispatching public safety resources to calls for service,

recording relevant data and generating reports.

- C. **"Municipal Records Management System"** - The computer-based system of a municipality that includes a combination of computer hardware, software, and networking components employed to manage public safety-related processes and data.
- D. **"Public Safety Communications Center" ("PSCC")** - Function of the Sarasota County Emergency Services Department that provides consolidated emergency communication services to the various local governmental, law enforcement, fire, emergency medical and emergency management agencies and their affiliated personnel.
- E. **"Tactical Dispatch"** - The use of mobile data terminals in lieu of public safety voice radio to communicate non-emergency information between dispatch and mobile units, and at other times as may be necessary for operational purposes.

II. **Scope of Services**

A. **Public Safety Communications Center (PSCC)**

- 1. The PSCC shall provide all Law Enforcement and Fire/EMS Dispatch Services and related communications services to the Municipality. In order to provide the dispatch services, the PSCC will provide and maintain public safety industry standard computer-aided dispatch, voice-data recorder, 9-1-1 call taking and radio communications systems.
- 2. The PSCC shall be staffed, equipped and operated by the County and the Sheriff in compliance with the Florida Department of Health required certifications. At a minimum, all mandatory certifications and at least one public safety accreditation to be determined by the Sheriff shall be maintained at the PSCC. Performance shall meet or exceed the levels of service for Law Enforcement and Fire/EMS dispatch services that existed at the Municipality prior to the effective date of this Agreement with regard to the types of calls responded to by the Municipality.
- 3. Law Enforcement and Fire/EMS Dispatch Services will comply with accreditation guidelines for all critical activities, report preparation, report accuracy, and timely delivery of information to the Parties hereto. The public safety accreditation and certification manuals, approved by the Sheriff, as amended from time to time, will be incorporated by reference throughout this Agreement as applicable.

B. **Transition to 800 MHz Upgrades**

- 1. The County is currently in the process of transitioning its public safety radio communications network to a P-25 system. The transition is expected to be completed by mid-2017.

2. During this transition period, the Harris radios utilized by the Municipality will not be compatible with the County system. The County shall make available to the Municipality, at no cost to the Municipality, use of previously-used Motorola radios that will be compatible with the County system during the transition period. Use of the Motorola radios shall be at the Municipality's own risk. The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Motorola radios or any component thereof. The Municipality assumes all risk and liability for use of the radios and the Municipality shall be responsible for all repairs to the radios during the transition period.
3. Upon termination of the transition period, the Municipality shall return the radios to the County and resume use of its radio system pursuant to the terms of this Interlocal Agreement.

C. Law Enforcement and Fire/EMS Dispatch Services (Post-Transition Period). Law Enforcement and Fire/EMS dispatch services provided to the Municipality by the PSCC shall include, but are not limited to:

1. Law Enforcement and Fire/EMS dispatch service and related communications support in accordance with the Standard Operating Procedure Manual and the Call Handling and Procedures Guide, as may be amended from time to time and incorporated herein by reference.
2. Incident and unit activity reports/information depicting time documentation, nature of complaint/request, incident location, personnel and equipment dispatched for each emergency call received by the PSCC, medical/fire/law enforcement information, disposition of call, in accordance with the applicable State of Florida retention requirements.
3. Staffing of the PSCC at all times with qualified emergency dispatch communications personnel in accordance with the requirements of this Agreement.
4. Supplying and maintaining state of the art emergency dispatch communications equipment sufficient to comply with the standards established in this Agreement.
5. Subject to Section II.B above, the dispatch system shall include all hardware and software necessary to provide complete dispatch services to each Party hereto. Compatibility with existing municipal mobile radios, Mobile Data Terminals, reporting systems, and data management is necessary. It is understood that specific data connections and interfaces are the responsibility of the Municipality. The Municipality will design and fund the interfaces and the County will provide technical assistance to ensure compatibility.
6. Once the data connections and interfaces are in place and operational, each Party will be responsible for funding the modifications necessary to ensure continued compatibility and integrity of the system should that Party make any changes. For

example, if Sarasota County upgrades the CAD system, Sarasota County is obligated to ensure that all of the interfaces function as they did prior to the upgrade.

7. The County shall maintain its current radio system coverage area and level of performance including Radio System Uptime of 99% or higher and Radio System Busy Signals of 1% or less. Additional coverage with the current system is not possible due to infrastructure limitations. Extended coverage with the current system is possible with the use of compatible radio equipment and vehicle repeaters at the expense of each Municipality. Once the proposed replacement Regional Public Safety P-25 System is completed, the minimum design coverage area goal will be 95% inside a medium construction building.
8. Law Enforcement and Fire/EMS dispatch protocols shall be developed by the Municipality in consultation with the PSCC and incorporated into the Guide for use in that particular Municipality. To the extent that they are not inconsistent with PSCC protocols, Emergency Dispatchers shall comply with the municipal protocols when handling emergency calls in that Municipality. It is expressly recognized that emergency protocols may vary among Municipalities.
9. Non-emergency dispatch protocols shall be developed by the Municipality in consultation with the PSCC and incorporated into the Guide for use in that particular Municipality. Emergency Dispatchers shall comply with such protocols when handling non-emergency calls in the Municipality. It is expressly recognized that non-emergency protocols may vary among Municipalities. Any proposed changes to the Guide shall be submitted in writing to the Emergency Operations Bureau Commander.
10. The Sheriff will maintain a quality assurance program. Calls for service will be routinely reviewed by Sheriff Office personnel to ensure proper call processing by call takers. These quality assurance checks will be conducted in accordance with all applicable accreditation standards. In addition, the Sheriff will ensure that radio transmissions are randomly reviewed for proper dispatch protocols. The Municipality may request that specific calls/ transmissions be reviewed and/or copied for its review. These requests can include any and all of the following: radio transmissions, phone recordings, and Computer Aided Dispatch system data including event chronologies, event summaries, unit histories, unit rosters, and unit summaries. All recordings/records shall be released in accordance with applicable state statutes and PSCC policy.
11. The dispatch system will have adequate capacity on system-wide tactical channels for the Municipality in the event of a major incident/special event for the Municipality. For all pre-planned events (i.e. parades, festivals), the Municipality will make advanced notification and request for the use of the system-wide tactical channel to the Emergency Operations Bureau Commander in accordance with PSCC policy.
12. The Municipality will retain possession of its current agency specific

talk groups and channels for use as they deem necessary. If the Municipality is requesting that a specific channel be monitored by the PSCC Dispatcher outside of the main Talk Channel, the request will be handled in accordance with the PSCC Policy Manual.

13. Complaints/Disputes shall be in writing and addressed to the attention of the Emergency Operations Bureau Commander. A review of the incident will be conducted according to Sheriff's Office policies/procedures.

D. Municipality

1. Law Enforcement calls for service will be transmitted via Tactical Dispatch and voice dispatched for Fire/Rescue and Emergency Medical Calls under procedures currently in use by the Sheriff. Any unit identification numbers, zone numbers or any other name or numerical identifiers will be coordinated between the Sheriff and the Municipality and shall not conflict with any numbering system already in place and utilized by fire or law enforcement personnel.
2. Specific data connections and interfaces are the Municipality's responsibility. The Municipality will design and fund the interfaces and the County will provide technical assistance to ensure compatibility.
3. Once the data connections and interfaces are in place and operational, each Party will be responsible for funding the modifications necessary to ensure continued compatibility and integrity of the system should that agency make any changes. For example, if the Municipality upgrades its RMS system, the Municipality is obligated to ensure that all of the interfaces function as they did prior to the upgrade.

III. Administration

A. Operational Documents. Operations of the PSCC will be guided by three documents: the Sarasota County Sheriff's General Orders, The Standard Operating Procedures of the PSCC, and the Call Handling and Procedure Guide.

1. Although the Standard Operating Procedures for the Sheriff's staff is an established document that primarily covers employee policies, the Municipality is welcome to provide comment and/or recommendations for consideration by the Sheriff.
2. The Call Handling and Procedures Guide shall be prepared and maintained by the Sheriff and shall describe operating procedures under which the PSCC shall process calls for the Municipality. The procedures established in the Guide(s) shall not conflict with any applicable laws, certifications, accreditations, or industry standards. Upon acceptance of this Agreement, the initial Guide shall be reviewed and any revisions recommended to the Sheriff. The Initial Call Handling and Procedure Guide shall be utilized by the parties upon execution of this Agreement. While the Municipality will

determine the types of calls for service they will respond to and/or the appropriate level of their response, the Sheriff reserves the right of final authority on the methodology (i.e. tactical dispatch) used to dispatch calls for service.

3. The Guide shall set forth protocols for handling and processing all emergency and non-emergency calls received by the PSCC. Emergency calls shall be handled according to the PSCC certifications and accreditations performance standards. The non-emergency policies that the individual Municipality requires will be detailed in the Guide.

IV. 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. However, this Agreement shall not limit any Party from taking legal action to protect the public against a threat to its health, safety, and welfare from a situation for which the dispute resolution process specified in this Section would not provide an adequate and timely solution. This Section shall constitute an alternative dispute resolution process to Chapter 164, Florida Statutes.

- A. Sheriff.** The Sheriff will have full and final control and authority on all decisions related to personnel, operations, accreditation, or certification issues concerning the PSCC. Any personnel, operations, accreditation or certification issues shall be directed to the Sheriff or designee in writing.
- B. County Administrator.** The County Administrator will have full and final authority over capital requests, equipment, and the technology utilized in the PSCC. Any capital, equipment, or technology issues shall be directed to the County Administrator or designee in writing.

V. Records Requests and Records Management Systems

A. Records Requests

1. The Sheriff is the Custodian of Records for the PSCC. Any Public Records Requests will be routed through the Sheriff's Records Section. All records requests for manual reports and voice recordings, as specified above, to be used for external use, including, but not limited to civil, criminal or internal affairs investigations must be requested through the Sheriffs Records Section to ensure proper evidentiary processes are followed. Requests processed through the Records Section are normally available within three business days.
2. Non-Public Records requests from the Municipality shall be generally categorized through two (2) formats/levels:

- a. Ad Hoc Manual Reports as requested by the Municipality for internal use. These reports consist of Chronology reports from the Computer Aided Dispatch system that provide a chronological accounting of the event information, including the phone number and address of the event, the unit(s) dispatched and any commands or texts entered by Dispatch or Mobile Data Terminal's, i.e., en route, arrived, key locations, etc.
- b. Ad Hoc Voice Recordings of 9-1-1 Calls and Dispatch radio traffic for agency events upon request for internal use. These are available as CD's or WAV file format via email.
- c. Standard manual reports and voice recordings for internal use will be provided within a reasonable time period following request. Complex or multi-event requests may take longer. The requestor shall be advised of the estimated time the records will be available.

B. Records Management Systems

1. The PSCC shall provide Daily Electronic Transfers of Computer Aided Dispatch (CAD) system data in the standard CAD system vendor format (Intergraph) to be converted via the Municipality's interface and used to populate Municipality records.
2. The County will maintain and update on a quarterly basis a spatial, electronic map of Sarasota County and the Municipality that meets the response needs of the Parties.
3. Neither the Call Handling and Procedures Guide nor the PSCC shall attempt to regulate the types of field services or dictate the resources provided by the Parties.

VI. Costs Associated with Dispatch Operations

A. PSCC Responsibility

County shall pay for all costs associated with the establishment and operations of the PSCC except as provided for herein. PSCC shall be housed by the County in the Emergency Operations Center hurricane resistant facility.

B. Municipality Responsibilities. Municipality shall be responsible for the following costs:

1. Costs of delivery of additional communication lines to Municipal locations at the request of the Municipality and not in place on the effective date of this Agreement.
2. Costs of designing and constructing a data interface between the

PSCC data handling system and the Municipal system. County shall provide technical assistance during design, implementation, and long-term maintenance.

3. Costs of mobile, portable, base station radios and mobile data terminals compatible with the PSCC and the maintenance and repair of this equipment.
4. Costs of a temporary liaison assigned to the PSCC. This is an option to the Municipality and not a requirement.

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 any Party may not be provided any sooner than October 5, 2020.
2. Following the time period outlined in VIII. C. 1 above, any 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.
3. In the event of termination or expiration of this Agreement, all Parties shall cooperate in good faith in order to effectuate a smooth and harmonious transition of service transfer and to maintain during such period of transition the same high quality call taking and dispatch services otherwise afforded to the citizens pursuant to the terms hereof.
4. In the event of such termination or expiration, and in the event that on the actual date that such transfer of services is to take place, the Municipality is unable to provide the same level of service as provided for in this Agreement, then, upon thirty (30) days notice to County prior to the termination date, this Agreement shall be deemed automatically extended for a period of 180 days. The Municipality agrees to reimburse the PSCC for any and all actual expenses incurred during

such automatic extension period as evidenced by appropriate invoices, payroll records, operational records and any other financial records as may be deemed appropriate to reconcile actual expenditures by the PSCC.

IX. Force Majeure

- A. Except for any payment obligation by any Party, if any Party is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the nonperforming Party to correct the adverse effect of such event of Force Majeure.
- B. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay a Party from performing any of its obligations (other than payment obligations) under this Agreement:
 - 1. Strikes and work stoppages unless caused by a negligent act or omission of any Party;
 - 2. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, explosions, landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;
 - 3. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrection, riots, civil disturbances, or national or international calamities; and
 - 4. Suspension, termination or interruption of utilities necessary to the performance of the obligation.
 - 5. In the event of a reduction in available funding beyond the control of the County, the parties shall renegotiate the services provided herein.
- C. 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.

X. Notification

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

City of Venice
City Manager Ed Lavallee
401 W. Venice Avenue
Venice, FL 34285

Sarasota County Sheriff
Sheriff Tom Knight
P.O. Box 4115
Sarasota, FL 34230-4115

Sarasota County
County Administrator Tom Harmer
1660 Ringling Boulevard
Sarasota, FL 34236

XI. Supersedes Prior Agreements

This Agreement shall supersede:

- 1) The Interlocal Agreement Between Sarasota County Government, Sarasota County Sheriff's Office and City of Venice for Law Enforcement Dispatch Services and Related Communications Services, dated March 19, 2014; and
- 2) The Interlocal Agreement for a Public Safety Center, dated November 30, 2010.

XII. 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 understanding, 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 formally executed by the respective Parties.

XIII. Filing

This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court for Sarasota County prior to becoming effective and retained in the Public Records of Sarasota County, Florida.

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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: _____
Deputy Clerk

Approved as to form and correctness:

By: _____
County Attorney

ATTEST:

By: _____
City Clerk

Approved as to form and correctness:

By: _____
City Attorney

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

By: _____
Chair

Date: _____

CITY OF VENICE, FLORIDA

By: _____
Mayor

Date: _____

SARASOTA COUNTY SHERIFF'S OFFICE

By: _____
Sheriff Tom Knight

Date: _____

Approved as to form and correctness:

By: _____
General Counsel