

**AN INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY
FIRST RESPONDER AGENCIES REGARDING 911
PUBLIC SAFETY ANSWERING POINT (PSAP)**

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 Clay 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 an 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.
 - 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 9-1-1 calls to the primary PSAP.
- 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 all of the Agencies. Upon this agreement taking effect, it shall continue in full force and effect unless amended by subsequent agreement of the agencies or and until withdrawn from by any agency. Any agency may withdraw from this Interlocal Agreement upon providing thirty (30) days written notice to each of the other parties to this agreement.

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. 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 7. Delegation of Duty

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

Article 8. 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 9. 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 10. Amendments to this Agreement

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

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.

Article 12. Governing Law and Venue

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

Article 13. 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.

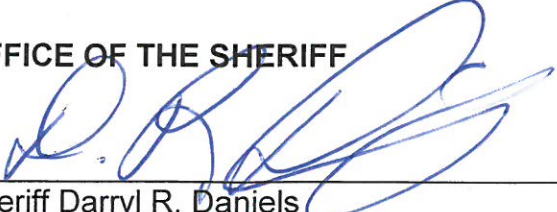
Article 14. Electronic Signatures

Electronic signatures or scanned images of signatures to this agreement shall be treated as original signatures in all respects.

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

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OFFICE OF THE SHERIFF



Sheriff Darryl R. Daniels
Clay County Sheriff's Office

12-17-19

Date

CLAY COUNTY DISTRICT SCHOOLS POLICE DEPARTMENT

CAROL Y. STUDDARD, Chair
School Board of Clay County, Florida

Date

KENNETH WAGNER, Chief
Clay County District Schools Police Department

Date

JOHN WARD, Director of Operations
Clay County District Schools

Date

GREEN COVE SPRINGS POLICE DEPARTMENT

DEREK ASDOT, Chief of Police
Green Cove Springs Police Department

Date

STEVE KENNEDY, City Manager
City of Green Cove Springs, Florida

Date

ORANGE PARK POLICE DEPARTMENT

GARY GOBLE, Chief of Police
Orange Park Police Department

Date

SARAH CAMPBELL, Town Manager
Town of Orange Park, Florida

Date

CLAY COUNTY FIRE RESCUE DEPARTMENT

Lorin Mock, Fire Chief
Clay County Fire Rescue Department

Date

GAYWARD HENDRY, Chairman
Clay County Board of County Commissioners

Date

**EXHIBIT A
FIRST RESPONDER AGENCIES**

LAW ENFORCEMENT AGENCIES:

Clay County Sheriff's Office
Clay County District Schools Police Department
Green Cove Springs Police Department
Orange Park Police Department

FIRE/EMERGENCY MEDICAL SERVICE AGENCIES:

Clay County Fire Rescue Department