

INTERLOCAL AGREEMENT

By and Among

The Pinellas County Sheriff's Office

and

Pinellas County, Florida

and

**The Police Departments for the Cities of Clearwater,
Largo, Pinellas Park, St. Petersburg, and Tarpon Springs, Florida and the
Pinellas County Schools Police Department and
USF—St. Petersburg Police Department**

This Interlocal Agreement is made and entered into by and between the municipalities and/or entities of Clearwater, Largo, Pinellas Park, City of St. Petersburg on behalf of the St. Petersburg Police Department, Tarpon Springs, Pinellas County Schools Police Department, and the USF—St. Petersburg Police Department (hereinafter individually referred to as "PRIMARY FIRST RESPONDER AGENCY" and collectively referred to as "PRIMARY FIRST RESPONDER AGENCIES") and Pinellas County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY") and the Sheriff of Pinellas County, Florida (hereinafter "SHERIFF" or "SHERIFF'S OFFICE")(all collectively referred to as "the Parties").

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 Pinellas County, Florida, including within each municipality in the county; and

WHEREAS, the SHERIFF and the COUNTY, with each performing their distinct and unique functions, including those call-taking and dispatch functions set forth in this agreement, operate Pinellas County's only Primary 911 Public Safety Answering Point (hereinafter "Primary PSAP"); and

WHEREAS, the SHERIFF provides primary police service and/or dispatch service for 19 of Pinellas County's 24 cities, with five cities maintaining their own police departments and Secondary 911 Public Safety Answering Points (hereinafter "Secondary PSAPs"); and

WHEREAS, the COUNTY is responsible for all 911 call taking and dispatch for all Pinellas County fire department/EMS first responders throughout the county from the Primary PSAP; and

WHEREAS, the SHERIFF provides primary law enforcement services and/or dispatch services for 19 cities within the county, and those 19 cities for which the SHERIFF provides services, and all fire/EMS agencies, shall not be considered PRIMARY FIRST RESPONDER AGENCIES pursuant to F.S. § 365.179, and as such they are not necessary parties for purposes of this interlocal agreement; 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 dispatchers in their Secondary PSAPs, 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 Pinellas 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. "Active assailant hostile event" – means an ongoing event, involving one or more subjects, who participate in a random or systematic assault, demonstrating their intent to continuously kill or wound others.

SECTION II. JOINT OBLIGATIONS OF THE PARTIES

1. The SHERIFF, COUNTY 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 Pinellas County agencies to install any and all other agencies' primary dispatch channel or channels in the requesting agency's Primary PSAP, Secondary PSAPs, and/or mobile or portable radios.

2. In the event any Party to this Agreement receives information regarding any active assailant hostile event 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 AND THE COUNTY

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 Pinellas 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 active assailant hostile event 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 shall not dispatch or direct any units of the PRIMARY FIRST RESPONDER AGENCY. 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.

5. The COUNTY, as the entity responsible for call taking in the Primary PSAP, shall, as soon as possible under existing protocols and best practices, transfer the 911 or ten digit line caller to the PRIMARY FIRST RESPONDER AGENCIES' Secondary PSAP so that the call taker of the PRIMARY FIRST RESPONDER AGENCIES may have direct communication with the caller.

SECTION IV. OBLIGATIONS OF THE PRIMARY FIRST RESPONDER AGENCIES

1. Each of the PRIMARY FIRST RESPONDER AGENCIES with more than one patrol dispatch channel 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 an active assailant hostile event 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 ST. PETERSBURG POLICE DEPARTMENT AND ANY OTHER PRIMARY FIRST RESPONDER AGENCY THAT FUNCTIONS AS A PRIMARY PSAP OR RECEIVES INFORMATION MEETING THE BROADCAST CRITERIA OF THIS AGREEMENT

1. The St. Petersburg Police Department functions as the back-up Primary PSAP in Pinellas County. If it is necessary for the St. Petersburg Police Department to assume primary PSAP responsibilities due to the Primary PSAP being disabled, the St. Petersburg 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(3) 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, COUNTY, 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, COUNTY, 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 Pinellas 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 Pinellas County, Florida, and the head of each PRIMARY FIRST RESPONDER AGENCY and County Administrator for COUNTY, 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.

Date: October 8, 2019

PINELLAS COUNTY, FLORIDA, acting by
and through its County Administrator,

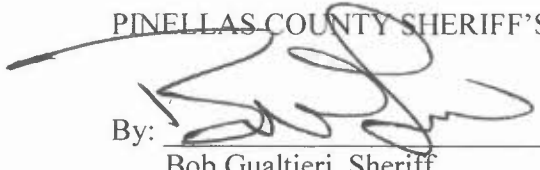
By: 
Barry Burton

APPROVED AS TO FORM

By: 
Office of the County Attorney

Date: 11/6/19

PINELLAS COUNTY SHERIFF'S OFFICE

By: 
Bob Gualtieri, Sheriff

Approved as to form:


Shannon Belknap
General Counsel

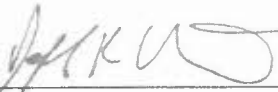
Date: 9/13/2019

CLEARWATER POLICE DEPARTMENT

By: 
Chief DANIEL SAUGATER

Date: 9.13.19

CITY OF LARGO

By: 
Chief


Date: 9/12/2019

PINELLAS PARK POLICE DEPARTMENT

By: *Chief J. K. A.*
Chief

Date: SEPTEMBER 12, 2019

PINELLAS COUNTY SCHOOLS POLICE
DEPARTMENT

By: 
Chief

CITY OF ST. PETERSBURG, FLORIDA

By: *Anthony Holloway*
Anthony Holloway
Chief of Police

Date: 11/4/15

Approved as to Form:

City Attorney (designee)

ATTEST

Chandrasa S. Srinivasa Sr. Deputy
City Clerk
Clerk



Date: 10/22/19

TARPON SPRINGS POLICE
DEPARTMENT

By: 
Chief

By: 
City Manager

Date: Sept 12, 2019

USF - ST. PETERSBURG POLICE
DEPARTMENT

By:  _____

DAVID HENDRY
Chief of Police