

**INTERLOCAL AGREEMENT  
FOR THE CREATION OF THE  
PINELLAS REGIONAL INFORMATION  
MANAGEMENT ENTERPRISE  
(PRIME)**

This Interlocal Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Clearwater, City of Largo, City of Pinellas Park, City of St. Petersburg, City of Tarpon Springs, Pinellas County, and Pinellas County Sheriff (Sheriff), hereinafter collectively referred to as "Parties."

**Recitals**

**WHEREAS**, section 163.01, Florida Statutes, permits political subdivisions, agencies, or officers of the State, including, but not limited to counties, cities, school districts, single and multipurpose special districts, single and multipurpose public authorities, metropolitan or consolidated governments, separate legal entities or administrative entities created under Section 163.01(7), Florida Statutes, or independently elected county officers (collectively, "Public Agencies"), to enter into an interlocal agreement to jointly exercise any power, privilege, or authority which such Public Agencies share in common and which each might exercise separately, permitting the Public Agencies to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide for the sharing of their powers in a manner and pursuant to forms of governmental organization that are in the best interests of the Public Agencies; and

**WHEREAS**, each of the Parties are Public Agencies authorized to provide law enforcement dispatch emergency response services within its respective jurisdiction; and

**WHEREAS**, Pinellas County operates Pinellas County's Primary 911 Public Safety Answering Point (hereafter, "PRIMARY PSAP"); and

**WHEREAS**, Pinellas County is responsible for all 911 call-taking and dispatch for all Pinellas County fire departments and emergency medical service (EMS) first responders throughout Pinellas County, Florida, from the PRIMARY PSAP; and

**WHEREAS**, the Sheriff provides primary law enforcement dispatch service for unincorporated Pinellas County and nineteen of Pinellas County's twenty-four cities; and

**WHEREAS**, the City of St. Petersburg, City of Clearwater, City of Largo, City of Pinellas Park, and City of Tarpon Springs provide the primary law enforcement dispatch service for their respective jurisdictions, and each operates a Secondary PSAP; and

**WHEREAS**, the Parties recognize and acknowledge that immediate response of first responders is

an essential component of effective public safety and that seconds matter in response to a call for help involving an active and imminent threat to life or great bodily harm; and

**WHEREAS**, the Parties further recognize the benefits of a shared common computer-aided dispatch system, including increasing efficiency in workflow, reducing repetition of data entry, and saving time in an emergency situation, which could save lives; and

**WHEREAS**, the Parties further recognize the benefits of shared data through a common records management system, including increasing the efficiency of solving crimes, identifying trends in criminal activity, and forecasting workforce staffing levels for law enforcement; and

**WHEREAS**, in the exercise of its statutory duties, Pinellas County desires to implement a new computer-aided dispatch system to ensure the dispatch of an appropriate emergency response to telephone calls placed to 911; and

**WHEREAS**, many of the computer-aided dispatch and record management systems currently in use throughout Pinellas County have reached or are rapidly approaching the end of their useful life; and

**WHEREAS**, the replacement of the existing independent computer-aided dispatch and records management systems with advanced technology adhering to national data standards is a crucial priority of the Parties; and

**WHEREAS**, the Parties entered into a Memorandum of Understanding which establishes a temporary advisory body, Pinellas Regional Information Management Enterprise (PRIME) to assist in evaluating and making recommendations as to the selection of a vendor pursuant to that certain Request for Proposals No. #21-02 issued by the Sheriff on May 28, 2021 (the "RFP") the scope of which provides for a shared computer-aided dispatch and records management system to the Parties and Participants; and

**WHEREAS**, the Parties now desire to more permanently establish and maintain PRIME, as a separate legal entity and public body corporate politic pursuant to section 163.01(7), Florida Statutes, with the goal of integrating the various information systems used by emergency response agencies throughout Pinellas County, Florida through advanced integrated technology and standardized reporting methods; and

**WHEREAS**, establishing and maintaining PRIME is in the best interest of the Parties and Participants, their officials, officers, and citizens in that PRIME will (a) offer integrated and standardize response mechanism to meet emergency response needs, (b) create greater purchasing powers through economies of scale, (c) lower the costs associated with the investment and reinvestment into individualized system; and (d) provide assistance on emergency response alternatives and other issues of concern to the Parties; and

**WHEREAS**, the joint exercise of the power to integrate the various existing information systems will be benefited and made more efficient if (a) all computer-aided dispatch systems and records management systems were administered by the same body, and (b) the record-keeping and other administrative functions to be performed by PRIME; and

**WHEREAS**, each of the Parties has duly taken all official action necessary and appropriate to

become a party to this Agreement and perform hereunder, including, the passing of any ordinances, resolutions, or taking of other actions required under its respective charter, and other applicable laws and regulations; and

**WHEREAS**, by this Interlocal Agreement, the Parties define the powers of PRIME to include the performance of the duties set forth in this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

## **Article I. General Provisions**

**Section 1.01** Recitals Incorporated. The recitals set forth above are agreed upon as true, correct, and intended to be incorporated and made a part of this Agreement as if fully contained herein.

**Section 1.02** Purpose. In addition to the public purposes stated in the incorporated recitals, the Parties have entered this Agreement to implement, operate, and maintain the new unified Computer-Aided Dispatch and Records Management System as procured and provided through the Vendor throughout the entire geographic area of Pinellas County, Florida (the "System"), to provide for the long-term operation and maintenance of the System.

**Section 1.03** Scope. The Parties intend that this Agreement shall in all respects govern and provide for the powers, duties, and responsibilities of PRIME as a separately created entity governing the implementation, operation, maintenance, and upgrade of the System.

**Section 1.04** Definitions. As used in this Agreement,

- (a) "Board" means the governing body of PRIME by a Board of Directors as defined in Article V of this Agreement.
- (b) "Executive Director" is the individual responsible for the oversight of PRIME and managing staff assigned to PRIME as defined in Article VI.
- (c) "FIBRS" means Florida Incident-Based Reporting System, an incident-based reporting system used by law enforcement agencies throughout Florida for collecting and reporting data on crimes. Local agencies generate FIBRS data from their records management systems.
- (d) "NIBRS" means National Incident-Based Reporting System, an incident-based reporting system used by law enforcement agencies in the United States for collecting and reporting data on crimes. Local, state, and federal agencies generate NIBRS data from their records management systems.
- (e) "NFIRS" means National Fire Incident Reporting System, an incident-based reporting system used by fire departments in the United States for collecting and reporting data on fire, emergency medical services, and severe weather or natural disasters. Local, state, and federal agencies generate NFIRS data from their records.
- (f) "NEMESIS" means National Emergency Medical Services Information System, an incident-based reporting system used by Emergency Medical Services agencies in the United States and territories for collecting and reporting data for patient care information resulting from an

emergency 911 call.

- (g) "Participant" means any Party or other duly authorized entity separately contracting to participate in the System in accordance with the provisions of this Agreement.
- (h) "Party/Parties" means the City of Clearwater, City of Largo, City of Pinellas Park, City of St. Petersburg, City of Tarpon Springs, Pinellas County Safety and Emergency Services (SES), and Pinellas County Sheriff collectively.
- (i) "PRIME" means the Pinellas Regional Information Management Enterprise entity formed and established by this Agreement.
- (j) "Sheriff" means the Pinellas County Sheriff's Office.
- (k) "System" means the unified computer-aided dispatch and joint records management system provided by the Vendor pursuant to the contract awarded by the Sheriff pursuant to the RFP.
- (l) "User" means an employee or other authorized agent of a Participant to whom secure and unique credentials are assigned for access to the System on a Participant's behalf.
- (m) "Vendor" means Intergraph Corporation by and through its Hexagon Safety, Infrastructure & Geospatial division, the entity awarded the contract through the RFP, or its proper successor or assignee.

## **Article II. Establishment of PRIME**

**Section 2.01** Establishment. The Parties hereby jointly establish PRIME as a separate administrative legal entity and public body corporate politic with the specific common power of emergency dispatch and response as specifically authorized in section 163.01, Florida Statutes, and herein. Specifically, PRIME shall have the following powers solely to carry out the purposes of this Agreement and is authorized in its own name under section 163.01, Florida Statutes to: make and enter into contracts; to employ employees; to acquire, manage, maintain, or operate buildings; and to incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties and which does not constitute borrowing money or issuing bonds. PRIME shall not have the power to levy or collect taxes, nor does this Agreement delegate any police or other governmental regulatory power.

**Section 2.02** Board of Directors. PRIME will be governed by the Board as described in Article V.

**Section 2.03** Administration. PRIME will administer the System on behalf of the Participants pursuant to the terms, conditions, powers, authorities, and limitations set forth in this Agreement.

**Section 2.04** Staffing. PRIME staff will oversee the implementation of the System and maintain its associated database.

**Section 2.05** Project Management. PRIME will provide project management services for the implementation and maintenance of the System and the Parties.

**Section 2.06** Deliverables. PRIME will ensure that the Vendor performs its responsibilities under the Vendor contract.

**Section 2.07** System Configuration. PRIME will configure the System as one unified, countywide application adhering to NIBRS, NFIRS and FIBRS standards. The System map will be configured as one unified, map throughout all of Pinellas County, Florida to allow seamless reporting and analytics. Although the generally applicable configurations will be set by PRIME, each individual Party may nevertheless undertake such unique configurations as are available and desirable to that Party and that do not disrupt the purpose, function, or performance of the county-wide system as determined by the Board.

**Section 2.08** Party Rights. Each Party will retain the following rights and privileges:

- a. Data entered into the System by each Party may only be merged, modified, deleted, or edited through a process approved by that Party.
- b. Each Party retains the right to add or remove User(s) and define User authority levels within their respective organization.
- c. PRIME will manage global custom form fields as outlined in its bylaws. Additionally, PRIME will support adding local custom fields for each Party and make every reasonable effort to satisfy a Party request for a custom field within three (3) business days. Each Party retains the right to add custom fields to its respective local layouts and forms.
- d. No Party will be required to “go-live” with its respective local layouts and forms on the System until the Party approves of the individual Party layout, and to the extent the System allows, the configuration options available to the Party.
- e. Each Party retains the right to extract its data from the System’s data warehouse. This includes the use of third-party applications purchased or developed by the Party as long as the data extraction does not negatively impact performance or other Parties. The Parties understand that the vendor has certain monthly data egress limits and that parties may incur a fee if data extract amounts are above the Party’s share of the total monthly egress limits as determined by the Board.

### **Article III. Responsibilities of the Parties**

**Section 3.01** Procurement. The Sheriff has awarded the contract for the acquisition of the System to the Vendor. Pinellas County, subject to the limitations contained herein, will pay from its funds, the costs of System licensing and implementation for the first two (2) years of System operation. Following the initial two (2) years of this Agreement, the cost of System operation will be allocated in accordance with Article VII.

**Section 3.02** Staff. The Parties may be called upon to assign experienced personnel from their respective agencies to assist the Executive Director in maintaining and managing the System, including its operating system, system software, database management software, and other necessary hardware and software components to operate and manage the System. Personnel may be assigned full-time or part-time. The Party assigning a staff member will remain responsible for establishing the salary and benefits, including any applicable overtime and workers compensation and making all

payments due to any person assigned to PRIME as staff until the term of this Agreement expires or the person is removed from the PRIME staff assignment.

Since continuity is required, a Party will not remove their assigned staff members during the term of this Agreement absent good cause, which is solely determined by the assigning Party's own policies and procedures. Any Party removing a staff member from PRIME shall notify the Executive Director as soon as possible who will immediately request a replacement the staff member from the same Party. If a replacement staff member is not provided within ten business days by the removing Party, a replacement staff member may be requested by the Executive Director from another Party.

**Section 3.03 PRIME Operation Fund.** The Sheriff will establish an internal intergovernmental fund for the benefit of PRIME operations, which shall be known as the PRIME Operation Fund. The Board is authorized to make and approve expenditures from the PRIME Operation Fund consistent with this Agreement. All funds held in the PRIME Operation Fund shall be invested in an interest-bearing account consistent with all respective investment policies adopted by the Parties pursuant to chapter 218, Florida Statutes, and the title to such interest shall vest in the PRIME Operation Fund for the purposes of authorizing expenditures from the PRIME Operation Fund consistent with this Agreement. The funds therein shall not be co-mingled with any other funds.

**Section 3.04 System Oversight.** The Board shall oversee the System as described in Article V.

**Section 3.05 Auditing.** Consistent with section 163.01(5)(q), Florida Statutes, the Sheriff will require an independent, external auditor or the Inspector General to audit all receipts and disbursements from the PRIME Operation Fund annually for compliance with this Agreement and generally accepted accounting principles (GAAP), and will report thereon to the Board and the Parties. Any Party may inspect the books and records of the PRIME Operation Fund at any time.

**Section 3.06 Additional Administrative Responsibilities.** The Parties shall provide PRIME with reasonable assistance in performing its duties under this Agreement. Such assistance shall include administrative, clerical and compliance-related functions, including those required by the Florida Sunshine Act. Participant staff shall assist PRIME in the preparation of its annual budget and quarterly or other financial reports.

**Section 3.07 Deposit of Funds.** The Sheriff will deposit all money collected from Parties and Participants for the operation of the System into the PRIME Operation Fund.

**Section 3.08 Participant Responsibilities.** The Parties shall further have all responsibilities of Participants as set forth in Article IV of this Agreement.

## **Article IV. Responsibilities of Participants**

**Section 4.01 Payment.** Participants will, subject to appropriation, make annual payments to the Sheriff f/b/o the PRIME Operation Fund to be expended for the purposes set forth in this Agreement in accordance with the cost allocations of Article VII and in accordance with the schedule in Section 7.04.

**Section 4.02 Operation.** Participants will ensure that their personnel utilize the System according to

FDLE CJIS policies, this Agreement, NENA NG9-1-1 Geographic Information Systems Data Model Standards where applicable, and the policies and procedures that PRIME may, from time to time, adopt and amend, including those that require the standardization of data and data entry procedures.

**Section 4.03** Network Connectivity. Participants will, at their own expense, provide network connectivity to the System that must conform to the minimum specifications adopted by PRIME, which may from time to time be amended based on the operating needs of the System.

**Section 4.04** Hardware. Participants shall, at their own expense, procure and maintain such hardware as may be necessary for use of the System by personnel and that must conform to minimum specifications adopted by PRIME, which may from time to time be amended based on the operating needs of the System.

**Section 4.05** Data Ownership. Participants will retain ownership of all electronic data they provide to the System.

**Section 4.06** Non-party Participants. All Participants which are not otherwise a Party to this Agreement shall be required by separate contract to comply with all terms and conditions of a Participant under this Agreement.

## **Article V. PRIME BOARD**

**Section 5.01** Composition. PRIME shall be governed by, and all its powers, authorities, privileges, rights, protections and immunities exercised and protected by a board of directors. The Board shall consist of members appointed as follows:

- (a) A designee appointed by the Pinellas Police Standards Council;
- (b) City of Clearwater Chief of Police, or their designee;
- (c) City of Largo Chief of Police, or their designee;
- (d) City of Pinellas Park Chief of Police, or their designee;
- (e) A designee appointed by the Pinellas Fire Chiefs Association;
- (f) City of St. Petersburg Chief of Police, or their designee;
- (g) City of Tarpon Springs Chief of Police, or their designee;
- (h) Director of Pinellas County Safety and Emergency Services, or their designee; and
- (i) Sheriff, or their designee.

Board members shall receive no compensation for their services, but shall be entitled to receive their necessary expenses incurred in the performance of their official duties as set forth in the PRIME Bylaws.

**Section 5.02** Powers and Duties. The Board shall, subject to applicable law and the terms of this Agreement, have full and complete power to take all actions, do all things, and execute all instruments as it deems necessary or desirable in order to carry out, promote, or advance the objectives, interests, and purposes of PRIME. The Board shall use ordinary care and reasonable diligence in the

administration of PRIME. Nothing contained in this Agreement, either expressly or by implication, shall be deemed to impose any duties or responsibilities on the Board other than those expressly set forth in this Agreement. Any determination as to what is in the best interest of PRIME made by the Board in good faith will be conclusive establishment of the proper public interest. Specifically, the Board will:

(a) Elect a Board Chair and Vice-Chair;

~~(a)~~(b) Adopt Bylaws which shall provide for the governance and on-going administration and operation of the Board and its functions related to the System but which shall not provide for additional powers or authorities outside of that established and delegated by this Agreement;

~~(b)~~(c) Establish a process for each Party to have licensed access for the users in each Party. It is understood the number of Users of each Party may change during a calendar year. No process will restrict the ability of each Party to add licenses for a fraction of a calendar year at the prorated User cost established by the Board;

~~(c)~~(d) Determine the budget for the annual operation of the System subject to annual acceptance and approval by the Parties;

~~(d)~~(e) Develop policies and procedures in accordance with Florida's public records laws governing the documentation, retention, ownership, and management of electronic data storage; and

~~(e)~~(f) Perform any other administrative tasks necessary and proper to carry out the purposes of this Agreement and the goals of standardization and interoperability not otherwise provided for herein.

**Section 5.03 Finance and Procurement Policies.**

- (a) Authorization. The Board has the exclusive authority to authorize PRIME Operation Fund expenditures. The Board further has the authority to apply for and receive gifts, grants, assistance funds, or bequests which align with the purposes of and which would not create any conflict or issue with the powers delegated under this Agreement, and for which the Board has formally adopted a plan for assuring compliance with any and all terms, conditions, restrictions, or limitations placed on the gift, grant, assistance fund, or bequest. All such funds received shall be deposited into the PRIME Operation Fund unless otherwise restricted.
- (b) Expenditures from the PRIME Operation Fund. The Board will use monies in the PRIME Operation Fund for the purposes of:
  - (i) Paying the ongoing periodic costs associated with maintaining the System;
  - (ii) Paying the costs of system upgrades or enhancements when such funds have been approved and transferred from the respective Participants; and
  - (iii) Any other purpose the Board may expressly authorize, provided that funds shall only be authorized for costs associated with the System.

**Section 5.04 Meetings of the Board.** All meetings of the Board shall be conducted in accordance with Florida's Sunshine Laws. No Board member shall vote upon any measure



which would inure to his or her special private gain or loss (as defined in Section 112.3143(1)(d), Florida Statutes); which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency (as such term is defined in Section 112.312(2), Florida Statutes); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the Board member.

**Section 5.05 Fiscal Year.** The Board will operate on a fiscal year of October 1 to September 30.

## **Article VI. Executive Director**

**Section 6.01 Appointment.** The Board is authorized to appoint and remove an Executive Director, who will serve the Board and report to the Board Chair.

## **Article VII. Finance**

**Section 7.01 Initial Cost Allocations.** Pinellas County agrees to pay a not to exceed amount of nine million three hundred thousand dollars (\$9,300,000.00), excluding pro rata costs, from its available funds for the initial costs of the System for the first two (2) years of this Agreement on a schedule as defined in the contract with Vendor, which is attached hereto and incorporated herein as Exhibit A. All parties, other than Pinellas County, agree to pay any remaining balance for the initial costs of the System for the first two (2) years of this Agreement, excluding pro rata costs, as set forth in the preliminary estimate of the initial cost as shown in Exhibit B. The total initial cost of the System, not including reoccurring maintenance, shall not exceed fifteen million dollars (\$15,000,000.00). Following the first two (2) years, all costs will be allocated in accordance with Section 7.03. Pro rata costs distributions are further set forth below.

Preliminary estimates of the initial pro-rata cost allocations are attached as Exhibit B. Not later than 14-days after contract signing with Vendor, the Board shall provide each Party and Participant with an estimated total initial cost for the first year of the System and the cost attributable to each Party and Participant. The initial cost estimate will include the total costs of the System acquisition, maintenance, operation and the total number of user licenses System-wide. As set forth in section 3.02 and 3.06, ~~Parties that assign a staff member to PRIME full-time to fill a position defined by a Pinellas County Sheriff's Office job description will receive a credit to their attributable cost for an amount equal to the full salary and benefits as defined by the Pinellas County Sheriff's Office pay scale and compensation plan.~~ Parties assigning a staff member to PRIME will be subject to approval by the Board. Once approved, the respective party will receive a credit to their attributable costs for an amount equal to the hourly rate of such staff member based on reimbursement rates established by the Board. If a Party removes a staff member, any credit applied to the Party's attributable cost will be adjusted based on the length of ~~fulltime~~ service in the billing cycle and the Party's attributable cost will be adjusted.

**Section 7.02 Costs Attributable to System and PRIME.** All costs will be allocated at the

beginning of each year. No refunds will be issued if a Participant chooses to terminate its participation during a term of this Agreement. The following costs are deemed attributable to the System and PRIME, and shall be paid from the PRIME Operation Fund:

- (a) The total cost of annual System licensing and maintenance paid to the Vendor;
- (b) The full salary and benefits approved by the Board ~~based on the Pinellas County Sheriff's Office pay scale and compensation plan~~, of the Executive Director and PRIME personnel devoting 100% of their duties to the maintenance or operating of the System;
- (c) Ongoing maintenance costs of System and PRIME equipment;
- (d) Other costs related to System or PRIME when expressly determined and authorized by the Board including commodities, hardware, professional services, and capital.

**Section 7.03 System Cost Allocation Formula.** The Board shall allocate the cost of System and PRIME among Participants based on the number of users of each participant. Costs that are attributable to law enforcement only will use a formula based on the number of users from law enforcement entities. Costs that are attributable to Pinellas County only (i.e., R911, Fire, EMS) will be paid by Pinellas County. Costs that are attributable to all Parties will use a formula based on the total number of users from all Parties. The Board will allocate costs in accordance with the following formulas:

$$\text{Cost per user} = \frac{(\text{System operation and maintenance cost}) + (\text{PRIME personnel and operating costs})}{\text{Total Number of authorized users}}$$

$$\text{Annual Participant Cost} = (\text{Cost per user}) \times (\text{number of users per participant})$$

**Section 7.04 User licenses.** Annually, on a date determined by the Board, each Participant will provide a projected number of users anticipated for the next one-year term for the purpose of establishing the PRIME budget and billing of each Participant. Additional users may be added by any Participant at any time during the term of this agreement. Any increase in additional users will be reflected in future billing of the participants. The number of licensed users can only be reduced annually.

**Section 7.05 Invoice Schedule.** The Board, through the Sheriff Finance Director, shall annually invoice each Participant for System operation. Each Participant shall pay such invoices in accordance with the provisions of the Florida Prompt Payment Act.

**Section 7.06 Fiscal Non-Funding.** In the event sufficient budgeted funds are not available or allocated in any fiscal year to a Party during the term of this Agreement, the Party shall immediately notify the Board and all other Parties upon becoming aware of the unavailability of funds and this Agreement shall terminate as to that Party on the last date for which funds are available without penalty or cost to the Party. In the event of termination due to lack of funding, the Party shall be responsible to pay for those costs and services rendered in the current fiscal year up to the date of termination. Non-party Participants which are governmental entities may include fiscal non-funding clauses in its separate agreement.

## **Article VIII. Term and Termination**

**Section 8.01** Effective Date. This Agreement shall become effective upon filing with the Clerk of the Circuit Court for Pinellas County, Florida, as required by section 163.01(11), Florida Statutes.

**Section 8.02** Term of Agreement. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for five (5) years (the “Initial Term”) subject only to Section 7.06. Thereafter, the Agreement shall automatically renew for successive one (1) year terms, each a “Renewal Term”) unless terminated pursuant to this Agreement. The maximum term, including the Initial Term and all Renewal Term(s) shall be ten (10) years. Any length of term beyond the maximum term established herein must be approved by each Party’s respective governing body.

**Section 8.03** Termination by Election of Parties. Any Party may terminate this Agreement during the term of the Agreement with or without cause by written notification consistent with section 9.02 after the Initial Term. No monies paid will be refunded. If after the Initial Term, any Party elects not to participate in the next term of the Agreement, the Party must notify the Board and all other Parties in writing pursuant to 9.02 at least one hundred twenty (120) days prior to the expiration of the then-current term so costs may be reconsidered and/or re-allocated among the remaining Parties and Participants.

**Section 8.04** Completion of Purpose. Upon full and final termination by all Parties the purposes of this Agreement will be complete and any surplus money shall be returned in proportion to the contributions made by the participating Parties pursuant to section 163.01(5)(1), Florida Statutes.

## **Article IX. Miscellaneous Terms**

**Section 9.01** No Joint Venture. This Agreement shall not be construed in such a way that any one Party is or is deemed to be the representative, agent, employee, partner, or joint venture of another Party. The Parties shall neither have the authority to enter into any agreement, nor assume any liability on behalf of any other Party, nor bind or commit the other Party in any manner, except as expressly provided herein.

**Section 9.02** Notice. All notices required to be given pursuant to this Agreement shall be in writing to the Parties and Board as set forth on the Parties signature page. This information may be updated as set forth in the Bylaws. Notice shall be effective upon being sent electronically with no error message or by being mailed with proper U.S. postage.

**Section 9.03** Entire Agreement. This Agreement constitutes the entire Agreement with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Parties with

respect to the subject matter hereof.

**Section 9.04 Approval Required and Binding Effect.** This Agreement shall not become effective unless authorized by each Party's respective corporate authorities or governing body. Upon authorization, this Agreement constitutes a legal, valid, and binding agreement, enforceable against the Parties.

**Section 9.05 Representations.** Each Party represents that it has the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

**Section 9.06 Indemnification.** Each Party agrees to be responsible for their respective employees' acts of negligence when acting within the scope of their employment and agrees to be liable for only such damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Nothing herein is intended to nor shall it be construed as a waiver of any immunity by the Participant or a waiver of any limitation from liability that the Participants are entitled to under the doctrine of sovereign immunity (section 768.28, Florida Statutes). Nothing herein shall be construed as consent by the Parties or Participants to be sued by third Parties in any manner arising out of this Agreement.

**Section 9.07 Board Liabilities.** Subject to the limited waiver of sovereign immunity as provided in section 768.28, Florida Statutes, the entity created by this Agreement will have all protections and limitations of liability afforded by the doctrine of sovereign immunity. Expenses in connection with the preparation and presentation of a defense to any claim, action, suit, or proceeding of the character against the Board may be paid as an expense of the PRIME Operation Fund from time to time upon approval by the Board. No Board liabilities shall be borne by any of the Parties hereto. Subject to applicable law, the Board may, if requested in writing by a Board member, undertake the defense of any claim, action, or proceeding in connection with a matter within the scope of PRIME. The Board may further purchase one or more policies pursuant to the policy of insurance covering potential liabilities, claims, or damages, and/or director and officer coverage, in its discretion.

**Section 9.08 Amendments.** This Agreement may be amended upon the written agreement of the Parties.

**Section 9.09 Recording.** The Sheriff is responsible for recording this Interlocal Agreement.

**WHEREFORE, this Interlocal Agreement takes effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2022;** the Parties have signed and executed this Agreement as of the dates written below in the County of Pinellas, State of Florida.

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this \_\_\_\_\_ day of April, 2022.

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
Frank Hibbard  
Mayor

By: \_\_\_\_\_  
Jon P. Jennings  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Melissa Isabel  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

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CITY OF CLEARWATER Notice:

Chief of Clearwater Police Department  
645 Pierce St.  
Clearwater, FL 33756  
Office: (727) 562-4242  
daniel.slaughter@myclearwater.com

Copy to:

Clearwater City Attorney's Office  
One Clearwater Tower, 6th Floor  
600 Cleveland St.  
Clearwater, FL 33756  
Office: (727) 562-4467  
melissa.isabel@myclearwater.com

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this \_\_\_\_\_ day of April, 2022.

ATTEST:

CITY OF LARGO

\_\_\_\_\_  
Diane Bruner, City Clerk

By: \_\_\_\_\_  
Louis L. "Woody" Brown, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan S. Zimmet, City Attorney

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LARGO Official Notice:

CITY OF LARGO  
Attn: Henry Schubert, City Manager  
201 Highland Avenue  
Largo, FL 33771

With required copy to:

Bryant Miller Olive P.A.  
One Tampa City Center, Suite 2700  
Tampa, FL 33602

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this \_\_\_\_\_ day of April, 2022.

ATTEST:

CITY OF PINELLAS PARK

\_\_\_\_\_  
Diane Corna, City Clerk

By: \_\_\_\_\_  
Sandra Bradbury, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Lauren Christ Rubenstein, City Attorney

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Pinellas Park Official Notice:

CITY OF PINELLAS PARK  
Attn: Bart Diebold, City Manager  
P.O. Box 1100  
Pinellas Park, FL 33780

Copy to:

Lauren Christ Rubenstein, City Attorney  
Denhardt and Rubenstein  
2700 1<sup>st</sup> Avenue North  
St. Petersburg, FL 33713

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this \_\_\_\_\_ day of April, 2022.

ATTEST:

CITY OF ST. PETERSBURG

\_\_\_\_\_  
Chandrasaha Srinivasa, City Clerk

By: \_\_\_\_\_  
Kenneth T. Welch, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christina Boussias, City Attorney

---

ST. PETERSBURG Official Notice:

CITY OF ST. PETERSBURG  
Attn: Assistant Chief of Police  
Administrative Services Bureau  
1301 First Avenue North  
St. Petersburg, FL 33705

Copy to:

Laura Roe, Esq.  
Police Legal Counsel  
1301 First Avenue North  
St. Petersburg, FL 33705



WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this \_\_\_\_\_ day of April, 2022.

ATTEST:

CITY OF TARPON SPRINGS

\_\_\_\_\_  
Irene Jacobs, City Clerk

By: \_\_\_\_\_  
Costa Vatikiotis, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Trask, City Attorney

---

TARPON SPRINGS Official Notice:

CITY OF TARPON SPRINGS  
Attn: Mark G. LeCouris, City Manager  
324 E. Pine St.  
Tarpon Springs, FL 34689

Copy to:

Thomas J. Trask, Esq. City Attorney  
Trask Daigneault, LLP  
1001 South Ft. Harrison Ave.  
Suite 201  
Clearwater, FL 33756

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this \_\_\_\_\_ day of April, 2022.

PINELLAS COUNTY, FLORIDA, by  
and through its Board of County  
Commissioners:

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Charlie Justice, Board Chair

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PINELLAS COUNTY Official Notice:

Safety & Emergency Services Director  
Administration  
10750 Ulmerton Rd.  
Building 1, Suite 343  
Largo, FL 33778  
(727) 464-3835  
jfogarty@pinellascounty.gov

Copy to:

Pinellas County Attorney's Office  
315 Court St., 6<sup>th</sup> Floor  
Clearwater, FL 33756  
Fax: (727) 464-3354

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this \_\_\_\_\_ day of April, 2022.

PINELLAS COUNTY SHERIFF'S OFFICE

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Bob Gualtieri, Sheriff

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PINELLAS COUNTY SHERIFF'S OFFICE Official Notice:

Tom Lancto  
10750 Ulmerton Rd  
Largo, FL 33778  
(727)582-6719  
TLancto@pcsonet.com

Copy to:

General Counsel  
10750 Ulmerton Road  
Largo, FL 33778  
Fax: (727)582-6459