

**INTERLOCAL AGREEMENT BETWEEN
DUVAL COUNTY FIRST RESPONDER AGENCIES**

THIS INTERLOCAL AGREEMENT (“the Agreement”) is made and entered into by and between the Jacksonville Sheriff’s Office (“the JSO”) a primary first responder, and the Jacksonville Fire and Rescue Department (“the JFRD”) a primary first responder. The JSO and the JFRD are public agencies located in Duval County, Florida.

WITNESSETH:

WHEREAS, Florida Statutes, section 163.01, entitled the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling public agencies to cooperate with other localities on a basis of mutual advantage and to provide services and facilities that will accord best with 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 to enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the respective agencies share in common and which each might exercise separately; and

WHEREAS, the Marjory Stoneman Douglas High School Public Safety Commission (“the Commission”) recommended 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, entitled “Direct radio communication between 9-1-1 public safety answering points and first responders”; and

WHEREAS, Florida Statutes, section 365.179 requires the Sheriff to facilitate the development and execution of a written interlocal agreement between all primary first responders within the county.

The JSO and the JFRD are primary first responders within the Duval County which provide for interagency communications as required under this provision.

The Jacksonville Sheriff's Office ("the JSO") and the Jacksonville Fire and Rescue Department ("the JFRD") will collectively be referred to as "the Agencies" or "the Parties." The Interlocal Agreement will be referred to as "the Agreement."

NOW, THEREFORE, in consideration of the foregoing, the JSO and the JFRD agree as follows:

Section 1. Purpose

The Agreement sets forth the protocols for which the JSO PSAP or the JFRD PSAP will directly provide notice by radio of a public safety emergency to the on-duty personnel of the other referenced agency PSAP, when the other agency did not provide primary dispatch functions concerning the emergency.

Section 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 Duval County that receives cellular, landline, or text –to– 9-1-1 communications.
- B. "First responder agency" means a law enforcement agency or 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.
- C. "Public safety emergency" or "event," means an incident where a person(s) is actively engaging in causing serious bodily injury or death to multiple victims and/or other hostile event where the potential for serious bodily injury or death is imminent and/or occurring.

Section 3. Agreement

- A. The referenced primary PSAPs shall have the ability to have direct radio contact with the other primary first responder agency and its' dispatchers for whom the PSAP can reasonably receive 9-1-1 communications.
1. Upon the occurrence of a public safety emergency, the PSAP receiving the event from the 9-1-1 caller shall 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 other agencies' first responders and dispatchers with jurisdiction over the service area where the emergency is occurring. Prior to the broadcast, the agency dispatcher shall seek approval from his/her supervisor.
 2. After the event has been dispatched by the receiving agency, all other PSAPs, whether within or outside the service area of the emergency, will continue to transfer additional 9-1-1 calls to the agency where the emergency is occurring.
 3. An "awareness notification" of the public safety emergency will be broadcast by the agency PSAP initially receiving the 9-1-1 call to all agencies in the Northeast Florida area using the Metro Jax communications channel to ensure all PSAPs are aware of the event.
- B. Training shall be provided to appropriate agency personnel regarding the procedures and protocols set forth in the Agreement, including coordination, radio functionality and how to readily access the necessary dispatch channels. The Agencies shall be responsible for training their respective personnel.

Section 4. Effective Date, Term of Agreement and Termination

The Agreement shall take effect upon execution by the referenced Agencies and be in effect for one (1) year. The Agreement will be effective on the date both Parties have executed the Agreement. The Agreement may not be terminated except via the agreement of both Parties.

Section 5. Liability

The respective Parties shall be liable for their own acts or omissions, subject to the limitations set forth in Florida Statutes, section 768.28. The respective Parties assume responsibility for the acts, omissions, or conduct of the agencies' employees. 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 either Agency. Nothing in the Agreement shall be construed as consent by either Agency to be sued by third parties in any matter, whether arising out of the Agreement or any other contract.

Section 6. Confidentiality

The Parties to the Agreement agree to adhere to the Public Records provisions set forth in Florida Statutes Chapter 119.

Section 7. Relationship of the Parties

Nothing in the Agreement delegates any constitutional or statutory duty of one Party to the other Party. Except as set forth in the Agreement, neither Party shall have any responsibility with respect to services provided or the contractual obligations of the other Party. Nothing in the Agreement shall be deemed to constitute that the Party is a partner, agent, or local representative of the other Party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the Parties.

Section 8. No Third Party Beneficiaries

The Agreement is for the exclusive benefit of the Parties and not for the benefit of any third person, nor shall the Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person or Party.

Article 9. Severability

The invalidity or unenforceability of any provision or clause in the Agreement shall in no way effect the validity or enforceability of any other clause or provision.

Section 10. Amendments to this Agreement

Any amendments to the Agreement shall be by written instrument executed by the respective Agencies to the Agreement.

Section 11. Assignment; Binding Agreement

The Agreement may not be transferred or assigned to another. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors.

Section 12. Governing Law and Venue

The Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall be in Duval County, Florida.

Section 13. Entirety of the Agreement

The Agencies agree that the Agreement is the entire agreement between the Parties, and that there are no promises or understandings other than those stated within the Agreement.

Section 14. Recording of Agreement

Upon execution by the Agencies, the JSO shall record the Agreement in the Official Records of Duval County and with the Florida Department of Law Enforcement ("FDLE").

IN WITNESS WHEREOF, the Agencies have caused this Interlocal Agreement to be executed.

DUVAL COUNTY SHERIFF

By: _____
Mike Williams, Sheriff

By: _____
Jacksonville Fire and Rescue Department

APPROVED AS TO FORM:

Office of General Counsel
(Pursuant to section 37.01, Jacksonville)