

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	October 8, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire-Rescue		



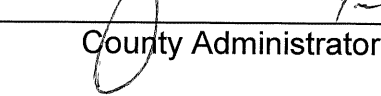
I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** an Interlocal Agreement for Public Safety Answering Points (PSAP) with first responder agencies in Palm Beach County (Agencies) effective upon execution and approval by Agencies until terminated by operation or otherwise subject to sunset under Florida Statute.

Summary: Pursuant to Section 365.179, Florida Statutes, each County Sheriff is required to facilitate an Interlocal Agreement between all primary first responder agencies within its County which provides for inter-agency communications as required under this law. 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. Exhibit A to the Agreement sets forth the list of first responder agencies that are parties to this Agreement. Countywide (SB)

Background and Justification: 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 PSAPs and first responders outside the PSAP's normal service area to provide for more efficient dispatch of first responders. 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), which was signed into law by the Governor on June 26, 2019 and became effective July 1, 2019.

Attachment: Interlocal Agreement (2)

Recommended by:		9-26-19
	Deputy Chief	Date
Approved by:		9/26/19
	Fire Rescue Administrator	Date
Approved by:		10-3-19
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____0_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes X No _____
Does this item include the use of federal funds? Yes _____ No X

Budget Account No.: Fund _____ Dept _____ Unit _____
Revenue Source _____/Object _____

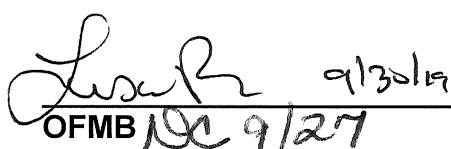
B. Recommended Sources of Funds/Summary of Fiscal Impact:


* The approval of this Agreement will not increase nor decrease the Fire Rescue budget.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 9/30/19
OFMB 9/27 9/30

 10/11/19
Contract Development and Control
10/1/19 (Tw)

B. Legal Sufficiency

 10/2/19
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY FIRST RESPONDER AGENCIES

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.
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INTERLOCAL AGREEMENT- PSAP

- 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 Palm Beach 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 agency 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 the hereinafter named AGENCIES and shall continue in full force and effect until terminated by operation or otherwise subject to sunset under Florida Statute.

INTERLOCAL AGREEMENT- PSAP

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. Non-Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Article 7. 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 8. Delegation of Duty

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

Article 9. 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 10. 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 11. Amendments to this Agreement

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

Article 12. 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 13. Governing Law and Venue

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

Article 14. 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.

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

**EXHIBIT A
FIRST RESPONDER AGENCIES**

LAW ENFORCEMENT AGENCIES:

Palm Beach County Sheriff's Office
Atlantis Police Department
Boca Raton Police Department
Boynton Beach Police Department
Delray Beach Police Department
Florida Atlantic University Police Department
Gulfstream Police Department
Highland Beach Police Department
Hypoluxo Police Department
Juno Beach Police Department
Jupiter Police Department
Jupiter Inlet Colony Police Department
Lake Clarke Shores Police Department
Lantana Police Department
Manalapan Police Department
North Palm Beach Police Department
Ocean Ridge Police Department
Palm Beach Police Department
Palm Beach County School District Police Department
Palm Beach Gardens Police Department
Palm Beach Shores Police Department
Palm Springs Police Department
Riviera Beach Police Department
South Palm Beach Police Department
Tequesta Police Department
West Palm Beach Police Department

FIRE SERVICE AGENCIES:

Boca Raton Fire Rescue Services
Boynton Beach Fire Rescue
Delray Beach Fire Rescue
Greenacres Fire Rescue
North Palm Beach Fire Rescue Division
Palm Beach County Fire Rescue
Palm Beach Gardens Fire Rescue Department
Palm Beach Shores Fire Department
Pratt & Whitney Fire Rescue
Riviera Beach Fire Rescue
Tequesta Fire Rescue
Town of Palm Beach Fire Rescue Department
West Palm Beach Fire Rescue

INTERLOCAL AGREEMENT- PSAP

FIRST RESPONDER AGENCY

PALM BEACH COUNTY FIRE RESCUE
Print Name of Agency

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

____ day of _____, 2019

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Palm Beach County Fire Rescue