

911 EMERGENCY COMMUNICATIONS INTERLOCAL AGREEMENT

Charlotte County, a political subdivision of the State of Florida (the "County") and the Sheriff of Charlotte County, a constitutional office of the State of Florida (the "Sheriff"), enter into this Agreement to administer 911.

RECITALS

- A. Section 365.171(1), Florida Statutes, enacted the "Florida Emergency Communications State Plan Act." Pursuant to this Act, the Division of Telecommunications within the Department of Management Services promulgated the Emergency Communications 911 State Plan.
- B. Sections 365.172(a-c) and (e), Florida Statutes, were enacted to establish, fund and implement a comprehensive statewide emergency communications and response capability using modern technologies and methods.
- C. Section 365.173, Florida Statutes, governs the County's receipt and administration of fees authorized under section 365.172, Florida Statutes and requires that the fees be used exclusively for payment of authorized expenditures that support the County 911 System. Authorized expenditures are specified in section 365.172(10), Florida Statutes, as amended.
- D. Rule 60FF-6.004(1), Florida Administrative Code (FAC), provides that the Board of County Commissioners in each county is established as the responsible fiscal agent; that the 911 funds collected and interest earned are appropriated for E911 purposes by the county commissioners for the County 911 system and operations; and that ultimate responsibility and authority within a county for the E911 System rests with the Board of County Commissioners.
- E. Rule 60FF-6.004(3)(a), FAC, requires that the Board of County Commissioners designate as its county 911 coordinator a knowledgeable individual who is responsible for coordinating the County 911 System and will serve as a single point of contact with the Department of Management Services for all E911 related issues.
- F. Chapter 163, Florida Statutes, permits governmental units, including counties and sheriffs, to enter into interlocal agreements to make the most efficient use of their power and resources by enabling cooperation on the basis of mutual advantage.
- G. County and Sheriff desire that the Sheriff contract with County for the purpose of implementing, operating, maintaining and supervising the County 911 System, within the County's physical boundaries and across jurisdictional boundaries as determined by regional initiatives.
- H. County and Sheriff further agree that this Agreement may be supplemented by existing and future agreements between one or both of the parties and the United States,

the State of Florida, or other political subdivisions of the State that are impacted and affected by the County's obligations under law. This Agreement is not intended to supersede or annul currently binding legal obligations of either party to any third party.

County and Sheriff agree as follows:

1. RECITALS. The Recitals above are restated and incorporated into this Agreement by this provision.
2. LIMITATION ON CONTRACTED AUTHORITY. County and Sheriff acknowledge and agree that this Agreement does not mandate any County expenditures or require the County to obligate or budget any funds without an act of the Board of County Commissioners ("Board"), or, an emergency act of the County Administrator subsequently ratified by the Board. Expenditures contemplated under this Agreement shall be subject to the County's and the Sheriff's budget procedures under law and shall be procured under either the County's or Sheriff's procurement rules, regulations and procedures, as set forth below, and as appropriate and necessary. Sheriff shall provide to County as part of the budget development process an annual report describing the funding needs for the obligations of this Agreement, including but not limited to staffing and 911 related expenses.
3. IMPLEMENTATION OF COUNTY'S OBLIGATIONS UNDER EMERGENCY COMMUNICATIONS 911 STATE PLAN.

3.1. County 911 System. The term "County 911 System" includes network, software, applications, components, operations and management procedures, and human resources required to provide 911 service. The County 911 System encompasses all 911 related technologies to include Legacy 911, E911, NG911 and any future advancements of the three-digit emergency number. "County 911 System" is to be defined broadly to contract to the Sheriff sufficient scope to implement the County's obligations under the Emergency Communications State 911 Plan. The parties understand and agree that the County 911 System will change over time based on amendments to the State 911 Plan and other laws, rules and regulations and that the County 911 System is intended to encompass presently existing and future personnel and systems. The term "County 911 System" does not include the daily operations of the Emergency Communications Center.

3.2 Emergency Communications Center ("ECC") - ECC is a facility designated to receive and process requests for emergency assistance, which may include 9-1-1 calls, determine the appropriate emergency response based on available resources, and coordinate the emergency response according to a specific operational policy. An ECC encompasses the full range of emergency communications, from receipt of 911 to dispatching emergency services, along

with the systems and equipment that facilitate this purpose. (AKA Central Communications Center or Dispatch)

3.3. Partner Systems and Facilities. County and Sheriff understand and agree that the County 911 System incorporates the operation and management of 911 service at certain facilities to the extent authorized. Sheriff shall enter into agreements with these and other necessary partner facilities to establish a fully integrated County 911 System. Such agreements shall be subject to County review and approval before they can become effective. Sheriff shall include County as a party to agreements integrating such facilities into the County 911 System when such agreements contain a fiscal impact on the County budget. County funds shall not be obligated without prior Board authorization.

3.4. State 911 Plan. County and Sheriff understand and agree that the State 911 Plan will be amended over time. Sheriff shall monitor the State 911 Plan and propose appropriate and necessary budgets to County to implement the County 911 System in conformance with the State 911 Plan's requirements. All funds requested for the County 911 System must qualify as allowable expenditures pursuant to section 365.172(10), Florida Statutes, or as otherwise required by law or the State 911 Plan. Budget requests shall be submitted in the form, and at the required times, as prescribed under the County's budget process. This provision shall not prohibit Sheriff from submitting budget requests, including applications for, and receipt of, grant funding, under emergencies or otherwise outside the County's customary budget cycle. County agrees to submit budget amendments to the Board for its consideration. The Board shall not be obligated to approve any budget request or to accept any grant.

3.5. Grants. Grant applications shall comply with the County's grant policy and procedure. Grants that require County matching funds shall be subject to County budget procedures. The County shall, at County's discretion, apply for and be identified as the grant recipient and fiscal agent for grants pertaining to the County 911 System. The Sheriff, as the entity responsible for implementing, operating, maintaining and supervising the County 911 System, shall cooperate with the County in managing such grants and shall perform all programmatic/operational functions as may be required by any grant agreement. Should the Sheriff make any procurements pursuant to Subsection 4.1 below from grant funds, the Sheriff shall comply with all procurement and asset management requirements of the applicable grant. Nothing in this subsection prevents the Sheriff, in its own name, from applying for and managing 911 system related grants should it choose to do so. Grant funds received by the Sheriff and awarded in support of the County 911 System shall be reflected in the County's budget process.

3.6. Equipment. Sheriff shall manage and account for all County 911 equipment, moveable assets, software licenses, computer hardware and other items. If such items were purchased with County funds, such items shall be deemed County property. Sheriff shall implement a procedure, consistent with the County's Fixed

Asset Policy, to log and track items procured using County funds, including items procured prior to this Agreement. Unless otherwise required by law, rule or procedure, de minimis individual procurements of \$5,000.00 or less may be procured by the Sheriff directly. Sheriff shall report on all expenditures, including de minimis expenditures, as part of the County budget procedure.

3.7. Information and data. Sheriff shall maintain, store, retain and backup County 911 System information and data pursuant to law. If such data and information was collected or stored in systems or equipment purchased with County funds, such data and information shall be deemed County property. Sheriff shall adopt a standard operating procedure, consistent with the requirements of Chapter 119, Florida Statutes, to manage and comply with public records requests.

3.8. County 911 Standard Operating Procedures. Sheriff shall adopt, implement, and supervise standard operating procedures for the County 911 System. Sheriff shall invite partner agencies, including but not limited to the County's Public Safety Department, or its successor department, to participate in the development of the standard operating procedures. Sheriff shall submit a copy of the County 911 standard operating procedures (the "SOPs") to the County Administrator. In addition, Sheriff shall submit all updates to the SOPs no later than 30 days after such revisions become effective.

3.9. County 911 Coordinator. Sheriff shall submit to the Board a nomination of a Sheriff's employee, who is a knowledgeable individual, for any vacancy in the position of the County 911 Coordinator. The nomination shall include the employee's name, title, and a complete biography and resume along with a description of the employee's qualifications for the position. Subject to Board rules, the Board shall add the nomination to the next available Board agenda and, if approved, the nominee shall be reported immediately to the statewide 911 coordinator pursuant to law. The County 911 Coordinator shall be employed and supervised by the Sheriff and subject to Sheriff's personnel rules, regulations and procedures including, but not limited to, evaluation, discipline and removal.

4. ADDITIONAL PROVISIONS.

4.1. County procurement. County shall procure, in its own name and pursuant to applicable procurement laws, ordinances, County policies and grant requirements, capital and non-capital goods and services associated with the County 911 System valued over \$5,000.00. The Sheriff may independently procure goods and services over \$5,000.00 when the item is solely for the operation of the Sheriff's Office Emergency Communications Center, or the goods and services are part of a mutually shared benefit. Sheriff shall procure, in its own name and pursuant to procurement laws and policies applicable to the Sheriff, goods and services valued at \$5,000.00 or less. The Sheriff may request reimbursement from the County 911 Fund for authorized expenditures of the fee as stated in Section 365.172, Florida Statutes and the County shall determine in its sole discretion

whether the request qualifies for reimbursement and such determination shall not be unreasonably withheld. All expenditures made by Sheriff relating to the 911 System shall be reflected in the parties' budget procedures. Sheriff, as the entity responsible for implementing, operating, maintaining and supervising the County 911 System, shall cooperate with the County and shall perform all programmatic/operational functions as may be required by the terms and conditions of any contract or grant. Nothing in this Subsection requires either party to make any procurements or other expenditures not otherwise authorized.

4.2. Payments. County shall pay invoices arising under this Agreement pursuant to sections 218.70-80, Florida Statutes (the "Local Government Prompt Payment Act"). Requests for payment under this paragraph shall include sufficient documentation to demonstrate that the expense qualifies as an allowable expenditure(s) pursuant to section 365.172, Florida Statutes, or as otherwise required by law or the State 911 Plan.

4.3. Compliance with law. County and Sheriff shall comply with federal, state and local laws, rules and regulations regarding implementation and performance of this Agreement.

4.4. Disputes. County's designees and Sheriff's designees as described below shall confer in good faith to resolve disputes arising under this Agreement. If a dispute arising under this Agreement cannot be resolved by the designees, then the County Administrator and the Sheriff shall confer in good faith to resolve the dispute and such mutual resolution shall be deemed final, shall be memorialized in writing, and shall become a part of this Agreement. If a dispute arising under this Agreement cannot be resolved by the County Administrator and the Sheriff, then the Board and the Sheriff shall schedule and conduct a public hearing no later than 60 days after either the County Administrator or Sheriff deliver to the Board notice of the dispute. A mutual resolution of the dispute at the public hearing shall be deemed final, shall be memorialized in writing, and shall become a part of this Agreement. The dispute resolution procedure in this Subsection is adopted by the parties as a substitute for the procedure set forth in Chapter 164, Florida Statutes, and the parties hereby agree to be bound by it. This Subsection does not apply to either party's duty to indemnify the other pursuant to Subsection 4.10 (Indemnification) below.

4.5. Entirety and Amendment. This Agreement embodies the entire agreement between the parties and shall be amended or modified only by its terms and a written agreement executed with equal formality.

4.6. Applicable Law. Subject only to the provisions of Subsection 4.4 (Disputes), this Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. The parties further agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement,

the venue for such litigation shall be exclusively in the appropriate court in and for Charlotte County, Florida.

4.7. Assignment. This Amendment shall be binding on the parties, their representatives, successors, and assigns. Neither party shall assign this Agreement or its rights or obligations to any other person or entity without the written consent of the other party.

4.8. No Third-Party Beneficiaries. This Agreement is solely for the benefit of its parties, and no right or cause of action shall accrue upon, or by reason inure to or for the benefit of any third party.

4.9. Severability. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not be deemed to affect the other parts of this Agreement, so long as the rights and responsibilities of the parties are not materially prejudiced, and the intentions of the parties continue to be in effect.

4.10. Indemnification. Each party agrees to indemnify and hold the other harmless, to the extent allowed under section 768.28, Florida Statutes, from all claims, losses, damages and expenses, including attorney's fees and costs and attorney's fees and costs on appeal, arising from the negligent acts or omissions, or intentionally tortious acts, of the indemnifying party's officers, employees and agents related to the performance of any act under this Agreement or resulting from any breach of any contract procured pursuant to the terms of this Agreement. This provision does not constitute a waiver of either party's sovereign immunity under section 768.28, Florida Statutes. Nothing contained in this Agreement shall be construed to be consent by a party to be sued by third parties in any matter arising out of this Agreement.

4.11. Notice. Notices required under this Agreement shall be delivered by U.S. mail or electronic mail, with receipt confirmed, to the following:

COUNTY

County's designee:
Radio Communications
Manager
Public Safety Department
18500 Murdock Circle
Port Charlotte FL 33948

With a copy to:
County Administrator
18500 Murdock Circle
Port Charlotte FL 33948

With a copy to:
County Attorney
18500 Murdock Circle
Port Charlotte FL 33948

Director
Public Safety Department
18500 Murdock Circle
Port Charlotte FL 33948

SHERIFF

Sheriff's designee:
911 Coordinator
7474 Utilities Road
Punta Gorda FL 33982

With a copy to:

Sheriff
7474 Utilities Road
Punta Gorda FL 33982

With a copy to:
Darol H.M. Carr
99 Nesbit Street
Punta Gorda FL 33950

4.12. Term. This Agreement shall expire on December 31, 2029, and shall automatically renew from year-to-year unless earlier terminated pursuant to section 4.13.

4.13. Termination. Either party may terminate this Agreement, with or without cause upon no less than 180 days written notification of intent. The Effective Date of termination shall be on the first day of the County's fiscal year after the required notice period.

4.14. Effective Date. This Agreement shall be effective on the date the Agreement is recorded in the Public Records of Charlotte County, Florida.

4.15. Continued Cooperation. The parties understand and agree that the parties do not and cannot anticipate future circumstances that may impact the County's or the Sheriff's abilities to implement this Agreement's terms. The parties therefore agree to cooperate in good faith to execute timely, reasonable and necessary documents to effectuate the intent of this Agreement.

The parties are signing this Agreement to acknowledge each party's intent to be bound by its terms.

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

By: 
William G. Truex, Chairman

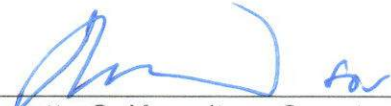
Date: October 20, 2024

ATTEST:

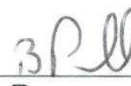
Roger D. Eaton, Clerk of Circuit Court
and Ex-officio Clerk to the Board of
County Commissioners

By: 
Deputy Clerk AGR 2024-195

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: 
Janette S. Knowlton, County Attorney
LR24-0128 

**SHERIFF OF CHARLOTTE COUNTY,
FLORIDA**

By: 
Bill Prummell, Sheriff

Date: 10/01/2024

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: 
Andres H Rodriguez, Counsel to
Sheriff of Charlotte County