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AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

1/21/2020

BCC MEETING DATE

TO: Hunter S. Conrad, Interim County Administrator **DATE:** December 31, 2019

FROM: Partrick McCormack, County Attorney **PHONE:** 904 209-0805

SUBJECT OR TITLE: Interlocal Agreement Between Flagler County and St. Johns County for the Provision of 9-1-1 Call Transfers and Routing

AGENDA TYPE: Consent Agenda, Resolution

BACKGROUND INFORMATION:

St. Johns County and Flagler County ('Counties') are authorized by Sec. 163.01, F.S., to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of the Counties. The mutual transferring and routing of calls in the E9-1-1 system during times of need will enhance the ability of both Counties to manager emergency 9-1-1 calls, accomplish interoperability, interagency communications, and system-side emergency dispatching and response in both normal and emergency situations.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No
IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:
INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2020-____, approving the terms, conditions, and requirements of the Interlocal Agreement between St. Johns County and Flagler County, authorizing the Chair of the Board of County Commissioners, or designee, to execute the Interlocal Agreement substantially in the form as attached on behalf of the County.

For Administration Use Only:
Legal: RL 1/8/2020 **OMB:** N/A **Admin:** Joy Andrews 1/8/2020

RESOLUTION NO. 2020 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND FLAGLER COUNTY (“COUNTIES”) FOR THE PROVISION OF 9-1-1 CALL TRANSFERS AND ROUTING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County and Flagler County (the Counties) are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of the Counties; and

WHEREAS, the Counties wish to enter into an interlocal agreement providing for the mutual transferring and routing of calls in the E9-1-1 system during times of need, which will enhance the ability of both Counties to manage emergency 9-1-1 calls, accomplish interoperability, interagency communications, and system-wide emergency dispatching and response in both normal and emergency situations; and

WHEREAS, the purpose of the interlocal agreement is to create redundancy in the E9-1-1 systems of the Counties and ensure that emergency 9-1-1 calls never go unanswered; and

WHEREAS, the Counties each agree to accept and process E9-1-1 calls originating in the other County when the normal E9-1-1 system in which the call originates fails or is inoperable; and

WHEREAS, entering into the interlocal agreement is in the interests of the general health, safety, and welfare of the citizens of St. Johns County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida.

Section 1. The above recitals are hereby adopted as findings of fact.

Section 2. The Board of County Commissioners approves the terms of the Interlocal Agreement and authorizes the Chair, or his designee, to execute the Interlocal Agreement substantially in the same form as attached on behalf of the County for the purposes mentioned above.

Section 3. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, then this resolution

may be revised without subsequent approval of the Board of County Commissioners of St. Johns County.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this _____ day of _____, 2020.

ATTEST: Brandon Patty, Clerk

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Jeb S. Smith, Chairman

Effective Date: _____

Rendition Date: _____

**INTERLOCAL AGREEMENT
BETWEEN FLAGLER COUNTY AND ST. JOHNS
COUNTY FOR THE PROVISION OF 9-1-1 CALL
TRANSFERS AND ROUTING**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of December, 2019 between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "Flagler", and the St. Johns County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "St. Johns", and collectively referred to as the "Counties".

WITNESSETH

WHEREAS, the Counties are authorized by §163.01, *Florida Statutes*, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of the Counties; and

WHEREAS, the mutual transferring and routing of calls in the E9-1-1 system during times of need will enhance the ability of both Counties to manage emergency 9-1-1 calls, accomplish interoperability, interagency communications, and system-wide emergency dispatching and response in both normal and emergency situations.

NOW, THEREFORE, in consideration of the mutual covenants and representations herein, the Counties agree as follows:

SECTION 1. PURPOSE AND INTENT OF AGREEMENT. The purpose of this Agreement is to create redundancy in the E9-1-1 systems of the Counties and ensure that emergency 9-1-1 calls never go unanswered. The Counties each agree to accept and process E9-1-1 calls originating in the other County when the normal E9-1-1 system in which the call originates fails or is inoperable. Any standard operating procedures necessary and proper to carry out the activities authorized in this Agreement, but not defined in this Agreement, shall be reduced to writing and approved by the respective County Board-appointed E911 Coordinators.

SECTION 2. ALTERNATE AND DEFAULT ROUTING.

(a) The Counties shall agree upon set measures for both alternate and default routing of 9-1-1 calling when a system or network failure occurs during normal operating periods or in times of emergency. To this end, the E9-1-1 Coordinators for the Counties will develop, in conjunction with the respective public safety answering point (PSAP) managers, an alternate and default routing plan for 9-1-1 calls between the Counties.

(b) The Counties agree that each shall use the definitions of terms accepted by the National Emergency Number Association (NENA).

(c) All data derived from emergency calls shall be the property of the County from which the call originated and/or dispatched. However, if either County performs call answering or dispatching involving a request for assistance within the other County's geographical limits, then a copy of the data may be kept by both Counties.

SECTION 3. SYSTEM CAPABILITIES. The Counties agree to maintain E9-1-1 systems with the following features and capabilities during the term of this Agreement:

(a) **Alternate Routing.** The capability of routing 9-1-1 calls to a designated alternate location(s) if all 9-1-1 trunks are busy or out of service. Alternate routing capabilities must be activated upon request or automatically, if detectable when 9-1-1 equipment fails or the PSAP itself is disabled.

(b) **Default Routing.** The capability to route a 9-1-1 call to a designated (default) PSAP when the incoming 9-1-1 call cannot be selectively routed due to an automatic number identification or automatic location identification (ANI/ALI) failure or other cause.

(c) **E911 (Enhanced 9-1-1).** A telephone system which includes network switching, database and PSAP premise elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number.

(d) **PSAP (Public Safety Answering Point).** A set of call takers authorized by a governing body and operating under common management which receives 9-1-1 calls and asynchronous event notifications for a defined geographic area and which processes those calls and events according to a specified operational policy.

(e) **Selective Routing.** The process by which 9-1-1 calls are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in the form of a master street address guide (MSAG), valid civic address or in the form of geographic coordinates (longitude and latitude).

(f) **Selective Transfer.** The capability to transfer a 9-1-1 call to a response agency by operation of one of several designated buttons, typically identified as police, fire, and emergency Medical, based on the emergency service number (ESN) of the caller.

SECTION 4. INTEROPERABILITY. The Counties agree to maintain the necessary systems to provide interoperability during an outage. This may include, but is not limited to:

(a) **Alternate Landline Telephone Communication.** The capability of having other landline telephone routes and/or systems for the relay of information should the 9-1-1 equipment fail.

(b) **Alternate Cellular Telephone Communication.** The capability of having cellular telephone routes and/or systems for the relay of information should the 9-1-1 equipment fail.

(c) **Alternate Satellite Telephone Communication.** The capability of having satellite telephone routes and/or systems for the relay of information should the 9-1-1 equipment fail.

(d) **Florida Interoperable Network (FIN).** The capability of having radio communications using the FIN for the relay of information should the 9-1-1 equipment fail.

(e) **Radio Interoperability.** The capability of having radio communications using other available means for the relay of information should the 9-1-1 equipment fail.

SECTION 5. LIABILITIES AND IMMUNITIES OF PARTIES.

(a) Each County shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either County of its sovereign immunity or the provisions of §768.28, *Florida Statutes*.

(b) All privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers or employees of either County when performing their respective functions within the territorial limits of their respective Counties shall apply to the same degree and extent to the performance of such functions and duties extra-territorially pursuant to the Agreement.

(c) All liability for injury to personnel and loss or damages to the equipment shall be borne by the agency employing such personnel and owning or having a percentage interest in such equipment, and both parties shall carry sufficient insurance to cover all such liability.

SECTION 6. TERM AND TERMINATION. This Agreement shall take effect when fully executed and filed in the Office of the Clerk of Court of Flagler County, as provided in Section 13 below, in accordance with §163.01(11), *Florida Statutes*, and shall remain in effect unless otherwise terminated as provided for in this subsection. Either County may terminate this Agreement with or without cause by giving at least 120 days written notice to the other County, or the Counties may terminate this Agreement by mutual written agreement. All equipment purchased by a County in order to meet its obligations under this Agreement shall remain the property of that County.

SECTION 7. NOTICE. Whenever either County desires to give notice to the other County, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the County for whom it is intended at the location specified below. The location for giving notice shall remain the same until changed by written notice in compliance with the provision of this section. The Parties designate the following as respective locations for giving notice:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

Flagler County
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

| **SECTION 8. EFFECT.** Nothing in this Agreement is intended to be, nor should be construed as, a transfer or contracting away of the powers, duties, or functions of one County to the other.

| **SECTION 9. THIRD-PARTY BENEFICIARIES.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

| **SECTION 10. SEVERABILITY.** If any section, provision, or clause of this Agreement is declared void by a court of competent jurisdiction, all other provisions will remain in full force and effect.

| **SECTION 11. NON WAIVER.** The failure of either County to exercise any right in this Agreement shall not be considered a waiver of such right or of any other right.

| **SECTION 12. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Counties and supersedes all prior written or oral agreements, understandings, or representations.

| **SECTION 13. RECORDATION.** After execution, this Agreement shall be forwarded to the Flagler County’s Office for recordation with the Clerk of Court in and for Flagler County.

[This space intentionally left blank. Signature page to follow.]

INTERLOCAL AGREEMENT

SIGNATURE PAGE

ATTEST:

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

Tom Bexley, Clerk of the Circuit
Court and Comptroller

David C. Sullivan, Chair

APPROVED AS TO FORM:

As approved by the Flagler County
Board of County Commissioners at
its duly noticed meeting conducted
on the 16th day of December, 2019.

Al Hadeed
County Attorney

Return executed Agreement to
Flagler County Attorney's Office
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

INTERLOCAL AGREEMENT

SIGNATURE PAGE

**ST. JOHNS COUNTY BOARD
OF COUNTY COMMISSIONERS**

ATTEST:

Brandon Patty, Clerk of the Circuit
Court and Comptroller

Jeb S. Smith, Chair

APPROVED AS TO FORM:

As approved by the St. Johns County
Board of County Commissioners at
its duly noticed meeting conducted
on the 21st day of January, 2020.

County Attorney