

MEMORANDUM

Agenda Item No. 14(A)(4)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

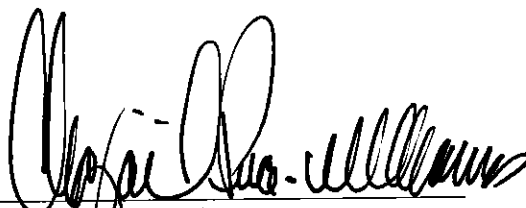
DATE: February 19, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving terms of an Interlocal Agreement between Miami-Dade County, by and through the Miami-Dade Police Department, and all other first responder agencies as set forth herein operating in Miami-Dade County, for Direct Radio Communications between 911 Public Safety Answering Points and All First Responder Agencies; authorizing the County Mayor to execute the agreement with all First Responder Agencies; and further authorizing the County Mayor to exercise any modification, amendment, extension, renewal, and termination provisions contained therein

Resolution No. R-226-20

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.


Abigail Price-Williams
County Attorney

APW/uw

Memorandum



Date: February 19, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the name in the "From:" field.

Subject: Resolution Approving the Interlocal Agreement Between Miami-Dade County and All First Responder Agencies Operating in Miami-Dade County for Direct Radio Communication Between 911 Public Safety Answering Points and First Responder Agencies

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the Interlocal Agreement (Agreement) between Miami-Dade County (County), through the Miami-Dade Police Department (MDPD), and All the Other First Responder Agencies Operating in Miami-Dade County (See Exhibit A to Agreement), for direct radio communications between 911 Public Safety Answering Points (PSAPs) (See Exhibit B to Agreement), and first responder agencies, and authorizing the County Mayor or the County Mayor's designee to execute the Agreement with all first responder agencies operating within the County. It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to exercise any modification, amendment, extension, renewal, and termination provisions contained therein. The Agreement will be effective upon signature by all parties and shall remain in full force and effect for 10 years unless terminated in writing with written notice to all parties.

Scope

This Agreement will support Countywide services.

Delegation of Authority

The County Mayor or the County Mayor's designee is authorized to enter into and execute the Agreement with the County's police first responder agencies, in substantially the form attached to the resolution. The County Mayor or the County Mayor's designee is also authorized to exercise any modification, amendment, extension, renewal, and termination provisions related to the Agreement on behalf of Miami-Dade County.

Fiscal Impact/Funding Source

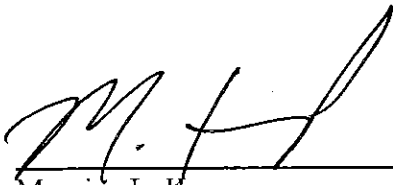
There is no fiscal impact to the County.

Track Record/Monitor

To ensure compliance with statutory requirements, this Agreement will be monitored by Major Vanessa Holden, of the Miami-Dade Police Department's Communications Bureau.

Background

The parties are entering into this Agreement to establish compliance with section 365.179, Florida Statutes, which requires each sheriff, in collaboration with all first responder agency heads in the County, to facilitate the development and execution of written interlocal agreements between all primary first responder agencies within the County to coordinate direct radio communication between 911 PSAPs and first responder agencies regarding dispatch and communication protocols. The County provides primary police service and/or dispatch service for 28 of Miami-Dade County's cities with seven entities maintaining their own police departments and PSAPs. 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, and methods by which agencies will conduct such communications.



Maurice L. Kemp
Deputy Mayor

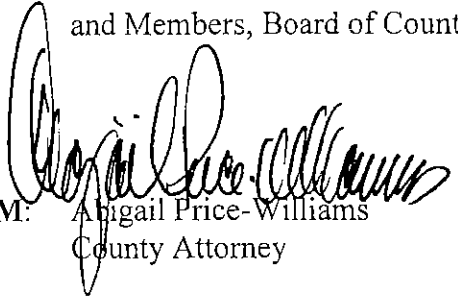


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: February 19, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☒ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(4)
2-19-20

RESOLUTION NO. _____ R-226-20

RESOLUTION APPROVING TERMS OF AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND ALL OTHER FIRST RESPONDER AGENCIES AS SET FORTH HEREIN OPERATING IN MIAMI-DADE COUNTY, FOR DIRECT RADIO COMMUNICATIONS BETWEEN 911 PUBLIC SAFETY ANSWERING POINTS AND ALL FIRST RESPONDER AGENCIES; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT WITH ALL FIRST RESPONDER AGENCIES; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY MODIFICATION, AMENDMENT, EXTENSION, RENEWAL, AND TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement Between Miami-Dade County and All First Responder Agencies Operating in Miami-Dade County for Direct Radio Communication between 911 Public Safety Answering Points and First Responder Agencies; and authorizes the County Mayor or the County Mayor's designee to execute the Interlocal Agreement in substantially the form attached hereto and incorporated herein by reference, and to exercise any modification, amendment, extension, renewal, and termination provisions contained therein, as may be necessary on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	absent
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	absent		

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of February, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Linda L. Cave

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Anita Viciano Zapata

**INTERLOCAL AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND ALL FIRST RESPONDER AGENCIES
OPERATING IN MIAMI-DADE COUNTY
FOR DIRECT RADIO COMMUNICATION BETWEEN 911 PUBLIC
SAFETY ANSWERING POINTS AND FIRST RESPONDER AGENCIES**

This Interlocal Agreement is made and entered into by and between Miami-Dade County as the metropolitan sheriff operating by and through the Miami-Dade Police Department (hereinafter, the COUNTY) and all first responder agencies operating within Miami-Dade County, including those agencies that operate their own 911 public safety answering points (hereinafter, FIRST RESPONDER AGENCY(IES)).

WHEREAS, it is the responsibility of the sheriff of Miami-Dade County, Florida, to ensure that each 911 public safety answering point (hereinafter, PSAP) is capable of direct radio communications with first responders and dispatchers within the surrounding area for which the PSAP would not otherwise provide dispatch; and

WHEREAS, public safety is best served when emergency services are dispatched appropriately and neighboring first responder agencies can share information and communicate seamlessly in the event of an emergency, even when calls are misrouted based on the geographical location from which the call originated; and

WHEREAS, section 365.179, Florida Statutes requires each sheriff, in collaboration with all first responder agency heads in his or her county, to facilitate the development and execution of written interlocal agreements between all primary first responder agencies within the county to coordinate direct radio communication between 911 PSAPs and FIRST RESPONDER AGENCIES regarding dispatch and communication protocols; and

WHEREAS, each agreement must establish written protocols that outline circumstances and public safety emergencies under which a PSAP will directly provide notice by radio of an emergency to the on-duty personnel of a first responder agency for which the PSAP does not

provide primary dispatch functions; and

WHEREAS, each agreement must require the PSAP to have direct radio contact with primary first responder agencies and their dispatchers, for whom the PSAP can reasonably receive 911 communications, without having to transfer a 911 communication to another PSAP or dispatch center for dispatch; and

WHEREAS, each PSAP must be capable of immediately broadcasting 911 communications or public safety information over the primary radio dispatch channels of each first responder agency in the county it serves, except in those first responders service areas where the PSAP cannot reasonably receive 911 calls; and where a county or jurisdiction has multiple PSAPs, each PSAP must have this capability; and.

WHEREAS, unless technologically precluded due to radio incompatibility, upon written request from a law enforcement agency head, a law enforcement agency head in the same county or in an adjacent jurisdiction in another county must authorize the requesting agency to install the responding agency's primary dispatch channel or channels in the requesting agency's PSAP, dispatch center, or mobile or portable radios; and

WHEREAS, the COUNTY provides primary police service and/or dispatch service for 28 of Miami-Dade County's cities (herein, COUNTY PSAP) with seven entities maintaining their own police departments and PSAPs (hereinafter, OTHER PSAPs); and

WHEREAS, the Parties are entering into this Interlocal Agreement pursuant to section 365.179, Florida Statutes.

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned first responder agencies and their governing bodies, as applicable, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PURPOSE

This Interlocal 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, and methods by which agencies will conduct such communications.

SECTION II. DEFINITIONS USED HEREIN

- A. "First responder agency" includes each law enforcement agency and fire service agency that is designated as a primary first responder for the service area in which a 911 public safety answering point receives 911 calls. See Exhibit A for a comprehensive list of first responder agencies operating in COUNTY.
- B. "911 public safety answering point" or "PSAP" means a municipal or county emergency communications or 911 call center in this state that receives cellular, landline, or text-to-911 communications. See Exhibit B for a comprehensive list of PSAPs operating in COUNTY.
- C. "Public safety emergency" is a law enforcement emergency or priority situation including, but not limited to incidents such as an active shooter, mass casualty incident, act of terrorism, civil disturbance or other similar urgent/unstable situation where serious bodily injury or the loss of human life is imminent and/or occurring. This definition excludes calls dispatched as a 3-41, a sick or injured person, wherein the emergency is entirely medical.

SECTION III. JOINT OBLIGATIONS OF THE PARTIES

- A. The Parties hereby agree to and shall, immediately upon execution of this Agreement, pursuant to Florida Statutes § 365.179(4), unless technologically precluded due to radio incompatibility, authorize any and all requesting agencies in the COUNTY or an adjacent jurisdiction to install a responding agency's primary dispatch channel or channels in the requesting PSAP, dispatch center, and/or mobile or portable radios.
- B. Each Party is required to train all applicable personnel regarding the procedures and protocols specified in this Agreement. The training must also include radio functionality and how to

readily access the necessary dispatch channels in accordance with this Agreement. Training and implementation for existing parties should be an on-going process and any new officers, deputies, employees, agents, representatives, contractors or subcontractors whose work relates to this Agreement should be trained as they are hired.

SECTION IV. OBLIGATIONS OF THE COUNTY

- A. The COUNTY, as the sole provider of law enforcement dispatch within the COUNTY PSAP, shall at all times have installed in the COUNTY's dispatch consoles the primary dispatch channels for all Miami-Dade County FIRST RESPONDER AGENCIES.
- B. The COUNTY hereby agrees to and shall be capable of immediately broadcasting 911 communications or any other public safety information over the primary radio dispatch channels.
- C. The COUNTY shall broadcast information received via 911 or ten digit line to the dispatcher of the FIRST RESPONDER AGENCY, to include the location, nature and any other relevant information, regarding any public safety emergency on the primary dispatch channel designated as the Police Emergency Channel by all FIRST RESPONDER AGENCIES.
- D. The notification by the COUNTY on the Police Emergency Channel should be concise and directed to the dispatcher. The COUNTY shall not dispatch or direct any units of the FIRST RESPONDER AGENCY. The COUNTY may supplement the original information as necessary so that responding units have the most current and accurate information to ensure officer and public safety.
- E. The COUNTY PSAP shall, as soon as possible, under existing protocols and best practices, transfer the 911 or ten digit line caller to the FIRST RESPONDER AGENCIES' PSAP or primary dispatch so that the call taker of the FIRST RESPONDER AGENCY may have direct communication with the caller.

SECTION V. OBLIGATIONS OF FIRST RESPONDER AGENCIES

- A. In the event a FIRST RESPONDER AGENCY receives information regarding any public safety emergency and is unsure of the FIRST RESPONDER AGENCY to which such incident should be directed, the dispatcher shall broadcast the incident location, nature and any other relevant information on the Police Emergency Channel.
- B. Each of the FIRST RESPONDER AGENCIES with more than one patrol dispatch channel shall designate, identify and notify the COUNTY of the channel on which the COUNTY is to broadcast notification of any and all emergencies within the FIRST RESPONDER AGENCY's jurisdiction, regardless of the location of the emergency.
- C. Each FIRST RESPONDER AGENCY will receive the notification from the COUNTY's PSAP of a public safety emergency, and as quickly as possible, dispatch on-duty personnel to the incident based on the initial notification.
- D. If any FIRST RESPONDER AGENCY receives information in its dispatch center meeting the criteria in Section IV. C. of this Agreement through a ten digit line or other non-911 source, and the occurrence of the event is outside the FIRST RESPONDER AGENCY's jurisdiction, the FIRST RESPONDER AGENCY agrees to provide the information via radio to the COUNTY and/or FIRST RESPONDER AGENCY with jurisdiction under the criteria set forth in Section IV of this Agreement.

SECTION VI. OBLIGATIONS OF OTHER PSAPs

- A. Each OTHER PSAP shall at all times have installed in their dispatch consoles the primary dispatch channels for all Miami-Dade County FIRST RESPONDER AGENCIES unless technologically precluded due to radio incompatibility.
- B. Each OTHER PSAP shall be capable of immediately broadcasting 911 communications or any other public safety information over the Police Emergency Channel.
- C. Each OTHER PSAP shall, via the Police Emergency Channel, broadcast information received via 911 or ten digit line to the dispatcher of the FIRST RESPONDER AGENCY, including the

location, nature and any other relevant information regarding any public safety emergency.

- D. The notification by each OTHER PSAP via the Police Emergency Channel should be concise and directed to the dispatcher. The OTHER PSAP shall not dispatch or direct any units of the FIRST RESPONDER AGENCY. The OTHER PSAP may supplement the original information as necessary so that responding units have the most current and accurate information to ensure officer and public safety.
- E. Each OTHER PSAP shall, as soon as possible, under existing protocols and best practices, transfer the 911 or ten digit line caller to the appropriate FIRST RESPONDER AGENCY PSAP or primary dispatch so that the call taker of the FIRST RESPONDER AGENCY may have direct communication with the caller.

SECTION VII. MUTUAL COOPERATION

The Parties shall mutually cooperate in good faith to carry out the terms and conditions of this Interlocal Agreement. Nothing shall be construed to limit the authority of the parties hereto.

SECTION VIII. INDEMNIFICATION

Each party agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

SECTION IX. EFFECTIVE DATE, TERM AND MODIFICATION

This Agreement shall be effective when signed by all parties. This Agreement shall remain in full force and effect for 10 years from the effective date unless terminated in writing with written notice to all Parties. This Agreement may only be modified or extended in writing and upon signature of all Parties.

SECTION X. THIRD PARTIES

In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the Parties any right or cause of action or damages claimed against any of the Parties arising from the performance of the obligation and responsibilities of the Parties.

SECTION XI. FILING

This Agreement shall be filed by Miami-Dade County with the Clerk of the Circuit Court for Miami-Dade County, Florida, as required by Florida Statutes § 163.01(11) and provided to the Florida Department of Law Enforcement as required by Florida Statutes § 365.179(6), along with a certification that all PSAPs in the Miami-Dade County are in compliance.

SECTION XII. ENTIRE AGREEMENT

This Agreement reflects the full and complete understanding of the Parties.

SECTION XIII. NON-ASSIGNABILITY

No Parties shall assign the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the Parties, which consent may be withheld within the sole discretion of any Party.

SECTION XIV. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law and held invalid, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement which shall remain fully enforceable.

SECTION XV. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement to be performed by the Parties shall be performed in a manner that is constitutionally permissible, and all portions of this Agreement shall be interpreted and administered by the Parties accordingly.

IN WITNESS WHEREOF, the Parties have entered into this Agreement and have caused this Agreement to be executed by their undersigned officers, duly authorized.

MIAMI-DADE COUNTY: as PSAP and First Responder Agency

Carlos A. Gimenez, Mayor

Date

ATTEST:

Harvey Ruvlin, County Clerk
Miami-Dade County, Florida

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Assistant County Attorney
Miami-Dade County, Florida

Date

8/14

[FIRST RESPONDER AGENCY]

Name of Authorized Signatory
Title

Date

ATTEST:

Name of Clerk
Title

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Name
Title

Date

4/15

EXHIBIT A

MIAMI-DADE COUNTY FIRST RESPONDER AGENCY LIST

	MIAMI-DADE POLICE AGENCIES
1	BAL HARBOUR POLICE DEPARTMENT
2	BAY HARBOR ISLANDS POLICE DEPARTMENT
3	VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT
4	CITY OF DORAL POLICE DEPARTMENT
5	VILLAGE OF EL PORTAL POLICE DEPARTMENT
6	FLORIDA CITY POLICE DEPARTMENT
7	FLORIDA INTERNATIONAL UNIVERSITY POLICE
8	GOLDEN BEACH POLICE DEPARTMENT
9	HIALEAH GARDENS POLICE DEPARTMENT
10	HOMESTEAD POLICE DEPARTMENT
11	INDIAN CREEK VILLAGE POLICE DEPARTMENT
12	VILLAGE OF KEY BISCAYNE POLICE DEPARTMENT
13	MEDLEY POLICE DEPARTMENT
14	MIAMI POLICE DEPARTMENT
15	MIAMI-DADE SCHOOLS POLICE DEPARTMENT
16	MIAMI GARDENS POLICE DEPARTMENT
17	MIAMI SHORES POLICE DEPARTMENT
18	MIAMI SPRINGS POLICE DEPARTMENT
19	MICCOSUKEE POLICE DEPARTMENT
20	NORTH MIAMI POLICE DEPARTMENT
21	NORTH MIAMI BEACH POLICE
22	OPA LOCKA POLICE DEPARTMENT
23	SOUTH MIAMI POLICE DEPARTMENT
24	SUNNY ISLES BEACH POLICE
25	SURFSIDE POLICE DEPARTMENT
26	SWEETWATER POLICE DEPARTMENT
27	VIRGINIA GARDENS POLICE
28	WEST MIAMI POLICE DEPARTMENT
	MIAMI-DADE FIRE AGENCIES
1	CITY OF MIAMI DEPARTMENT OF FIRE-RESCUE
2	CORAL GABLES FIRE DEPARTMENT
3	HIALEAH FIRE DEPARTMENT
4	MIAMI BEACH FIRE RESCUE
5	MIAMI-DADE FIRE RESCUE

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	FEDERAL AGENCIES OPERATING IN MIAMI-DADE
1	AMTRAK POLICE DEPARTMENT
2	BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES
3	FEDERAL BUREAU OF PRISONS
4	UNITED STATES COAST GUARD
5	UNITED STATES CUSTOMS & BORDER PROTECTION
6	UNITED STATES DRUG ENFORCEMENT ADMINISTRATION
7	FEDERAL BUREAU OF INVESTIGATIONS
8	DEPARTMENT OF FEDERAL PROTECTIVE SERVICES
9	UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT
10	UNITED STATES PARK POLICE
11	UNITED STATES UNIFORMED DIVISION
12	UNITED STATES SOUTHERN COMMAND
13	UNITED STATES DEPARTMENT OF JUSTICE
14	UNITED STATES MARSHALLS SERVICE

EXHIBIT B

MIAMI-DADE COUNTY FIRST RESPONDER AGENCY LIST

	PSAP Agencies
1	CITY OF AVENTURA
2	CITY OF MIAMI
3	CITY OF CORAL GABLES
4	CITY OF HIALEAH
5	HOMESTEAD AIR RESERVE BASE
6	CITY OF MIAMI BEACH
7	MIAMI-DADE COUNTY
8	VILLAGE OF PINECREST