

**RESOLUTION NO. 2020- 2744**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY POLICE DEPARTMENT FOR DIRECT RADIO COMMUNICATION BETWEEN 911 PUBLIC SAFETY ANSWERING POINTS AND THE TOWN POLICE DEPARTMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, under Section 365.179, Florida Statutes, the Town of Surfside (the “Town”) Police Department is required to possess the capability to immediately broadcast 911 communications and public safety information over primary radio dispatch channels; and

**WHEREAS**, in order to comply with Section 365.179, Florida Statutes, the Town is required to enter into an interlocal agreement with the Miami-Dade County Police Department (“MDPD”) for mutual cooperation of 911 communications between the Town Police Department and MDPD; and

**WHEREAS**, the Town wishes to enter into an interlocal agreement, in substantially the form attached hereto as Exhibit “A,” with the Miami-Dade County Police Department (the “Interlocal Agreement”) relating to direct radio communication between 911 public safety answering points and the Town Police Department; and

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1.    Recitals.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

**Section 2. Approval and Authorization.** The Interlocal Agreement between the Town and MDPD, substantially in the form attached hereto as Exhibit "A", is hereby approved, subject to the Town Attorney's approval as to form, content, and legal sufficiency. The Town Manager is authorized to finalize and execute the Interlocal Agreement, in substantially the same form attached hereto as Exhibit "A".

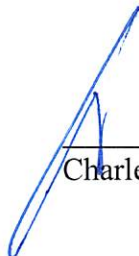
**Section 3. Implementation.** The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the Interlocal Agreement.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

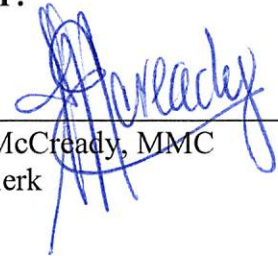
PASSED AND ADOPTED this 8<sup>th</sup> day of December, 2020.

**FINAL VOTE ON ADOPTION:**


Commissioner Charles Kesl	yes
Commissioner Eliana R. Salzhauer	yes
Commissioner Nelly Velasquez	yes
Vice Mayor Tina Paul	yes
Mayor Charles W. Burkett	yes

  
\_\_\_\_\_  
Charles W. Burkett, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**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 (See Exhibit A), including those agencies that operate their own 911 public safety answering points (See Exhibit B) (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.

**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 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.

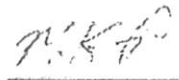
## **SECTION XV. GOVERNING LAW**

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 (Miami-Dade Police and Miami-Dade Fire Rescue)**

  
for Carlos A. Gimenez  
Mayor

08/27/2020  
Date

  
Alfredo Ramirez III, Director  
Miami-Dade Police Department

7/29/20  
Date

9/26/2020  
  
Alan Comlinsky, Fire Chief  
Miami-Dade Fire Rescue

8/5/2020  
Date

ATTEST:

  
Harvey Ruvlin, County Clerk  
Miami-Dade County, Florida



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
Assistant County Attorney  
Miami-Dade County, Florida

Date

**TOWN OF SURFSIDE: as First Responder Agency**

\_\_\_\_\_  
Jason Greene  
Interim Town Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Name  
Town Attorney

\_\_\_\_\_  
Date

**SURFSIDE POLICE DEPARTMENT**

\_\_\_\_\_  
Julio Yero, Chief

\_\_\_\_\_  
Date