

INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND, ALACHUA COUNTY SHERIFF, AND MARION COUNTY FOR THE PROVISION OF 9-1-1 CALL TRANSFERS AND ROUTING NO. 13980

This agreement is entered into this ____ day of _____, 2024, between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Alachua County", and Alachua County Sheriff, an office established by the Florida Constitution, herein referred to as "Alachua County Sheriff", and Marion County, a political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Marion County." Collectively, hereinafter, Alachua County and Marion County shall be referred to as the "Counties."

WITNESSETH

WHEREAS, the Counties and Sheriff 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 Alachua County and Marion County.

SECTION 1. PURPOSE AND INTENT OF AGREEMENT. The Counties participating in the Agreement agree to participate in a mutual aid 9-1-1 system. In Alachua County the 911 system is administered by the Alachua County Sheriff. The sharing of which will enhance the ability of all participants to manage emergency 9-1-1 call handling and accomplish interoperability, inter-agency communications, and system-wide emergency dispatching and response in both normal and emergency situations.

SECTION 2. NORMAL SYSTEM OPERATIONS. The parties to this agreement recognize the need and benefits of having and maintaining a functional 9-1-1 network for emergency and non-emergency call handling and transfer. Alachua County, Alachua County Sheriff, and Marion County agree to assist in the creation and maintenance of any database or databases necessary to build and maintain the network(s).

SECTION 3. 9-1-1 CALL ROUTING. The Counties and Alachua County Sheriff shall agree upon set measures for alternate, re-routing, and default routing of 9-1-1 calls when system or network failures occur during normal operating periods or in times of emergency. See Exhibit A for definitions.

SECTION 4. SYSTEM NETWORK AND EQUIPMENT. The Counties and Alachua County Sheriff agree to accept responsibility for all equipment purchases and maintenance needed, if any, to provide connections. Both parties must first agree in writing before any charges or expenses are incurred.

SECTION 5. OTHER MATTERS. In addition to the matters set forth above, the parties agree to the following additional items which are not inclusive and may be amended on an operational level by the agreement of the parties.

The Counties and Alachua County Sheriff shall:

- a) Expeditiously respond to all requests for information relevant to the establishment of the ability to transfer 9-1-1 calls to Alachua or Marion County.
- b) Work cooperatively and cohesively to establish and maintain all necessary information relevant to 9-1-1 call transfer.
- c) Marion County will immediately notify the Alachua County Combined Communications Center as soon as Marion is aware of the need to transfer 9-1-1 traffic to Alachua County.
- d) Marion County will dispatch one person to the Alachua County Combined Communications Center (CCC) and have an individual in the CCC during the transferring of 9-1-1 calls from Marion County to Alachua County.
- e) Alachua County will maintain either a digital or written history of all 9-1-1 calls transferred from Marion County.
- f) Alachua County will provide, upon request of Marion County, all voice recordings of 9-1-1 calls, for a period of 180 days.
- g) Alachua County will immediately notify the Marion County Communications Center as soon as Alachua is aware of the need to transfer 9-1-1 traffic to Marion County.
- h) Alachua County will dispatch one person to the Marion County Communications Center and have an individual in the Marion Communications Center during the transferring of 9-1-1 calls from Alachua County to Marion County.
- i) Marion County will maintain either a digital or written history of all 9-1-1 calls transferred from Alachua County.
- j) Marion County will provide, upon request of Alachua County, all voice recordings of 9-1-1 calls, for a period of 180 days.

SECTION 6. LIABILITIES AND RESPONSIBILITIES OF PARTIES.

- a) Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party 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 party 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) Except as herein otherwise provided, all liability for injury to personnel, and loss or damages to equipment shall be borne by the agency employing such personnel and owning or having a percentage interest in such equipment, and all parties shall carry sufficient insurance to cover all such liability.
- d) It is agreed upon that the respective County E911 Coordinators for Alachua County and Marion County will develop, in conjunction with the Public Safety Answering Point (PSAP) Directors and Managers, an alternate and default routing plan for 9-1-1 calls.

SECTION 7. TERMINATION OF AGREEMENT. Any party may terminate this Agreement by giving at least six (6) months written notice to the other participating party, or by mutual

agreement. All equipment purchased by the participating agency shall remain the property of the participating agency.

SECTION 8. EFFECT. Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one (1) party to the other(s).

SECTION 9. TERM. This Agreement shall take effect on the _____ day of _____ 2023, and shall remain in effect unless otherwise terminated as defined in Section 7 above.

SECTION 10. THIRD PARTY BENEFICIARIES. This agreement does not create any relationship with, or any rights in favor of, any third party.

SECTION 11. SEVERABILITY. If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect

SECTION 12. NON-WAIVER. The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

SECTION 13. RECORDING OF AGREEMENT. Each County, upon execution of this agreement by all parties, shall record this Interlocal Agreement in the public records of their respective County.

SECTION 14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations with respect to the matters contemplated herein.

Emery L. Gainey, in his Official Capacity
as Sheriff of Alachua County

Approved as to Form

Cindy Weygant, General Counsel

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair

ATTEST:

APPROVED AS TO FORM:

J.K. "Jess" Irby, Clerk

Sylvia Torres
Alachua County Attorney

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
Michelle Stone, Chair

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Gregory C. Harrell, Clerk of the Court

Matthew Minter
Marion County Attorney

(SEAL)

EXHIBIT “A”
(Pertinent Definitions)

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. May be activated upon request or automatically, if detectable, when 9-1-1 equipment fails or the PSAP itself is disabled.

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 ANI/ALI failure or other cause.

Re-Route: The ability of the Policy Routing Function (PRF) within a Next Generation Core Services (NGCS) environment to pre-establish the re-routing of 9-1-1 traffic based on call overload, PSAP out of service or the inability to route 9-1-1 traffic to the intended destination due to network downtime or other factors. 9-1-1 traffic may be re-routed to one or multiple PSAP’s in a NGCS environment.

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 processes those calls and events according to a specified operational policy.

Selective transfer: The capability to transfer a 9-1-1 call to a response agency by operation of one of several buttons typically designated as police, fire, and emergency medical; based on the ESN of the caller.