

CO2-11-117

INTERLOCAL AGREEMENT FOR A
CENTRAL COMMUNICATIONS CENTER

This Agreement is made and entered into this 26 day of November, 2002, by and between the following agencies located in St. Lucie County, Florida, specifically, the St. Lucie County Public Safety Department, the Sheriff of St. Lucie County, the City of Fort Pierce Police Department, the City of Port St. Lucie Police Department and the St. Lucie County Fire District (hereinafter referred to as "the parties").

W I T N E S S E T H:

WHEREAS, the parties entered into an Interlocal Agreement in 1981 which the parties wish to reaffirm and readopt; and,

WHEREAS, the parties hereto desire to interface law enforcement, fire, emergency medical, disaster preparedness and other communications between themselves and other governmental entities which operate within St. Lucie County; and,

WHEREAS, pursuant to Section 163.01, Florida Statutes, the parties desire to enter into an interlocal agreement for the operation and maintenance of such a Central Communications Center.

THEREFORE, it is hereby agreed by and between the parties hereto that:

1. The Central Communications Center of St. Lucie County (hereinafter called the Central Communications Center) shall provide law enforcement, fire, emergency medical and other communications services to the parties hereto and to such other agencies as the Central Communications Center Board of Governors (hereinafter called the Board of Governors as described in Paragraph 10) shall

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
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St. Lucie County Atty

determine. Such other agencies will maintain separate Agreements with the granting party(ies); a copy of such Agreement to be on file in the Central Communications Center.

2. The Central Communications Center shall provide communications services and appropriate auxiliary services to the parties hereto on a continuous basis in accord with general accepted standards of operations and subject to the provisions contained in the jointly developed Standard Operating Procedures Manual.

3. FCC licenses shall be modified to show the Central Communications Center as a dispatch point in accordance with FCC Rules and Regulations.

4. It is understood and agreed, that the present 911 operation is being conducted using equipment owned or in the name of several of the parties hereto. It is the intention of the parties that the Central Communications Center shall continue to use such equipment in its operation and be responsible for its maintenance and the cost of such maintenance. In the event that any of the parties shall withdraw, under the terms of paragraph 12, they shall be entitled to have right to their equipment loaned to the Central Communications Center under the provisions of this paragraph.

5. Each party shall be responsible for the custody and maintenance of all communications equipment used by its officers subject to compatibility of equipment with the Central Communications Center.

6. The manner of employing, engaging, compensating, transferring or discharging necessary personnel shall be subject to the personnel Rules of St. Lucie County. All employees of the Central Communications Center shall be employees of St. Lucie County.

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7. In the event of an emergency situation, as defined in the Standard Operating procedures, the affected agency shall be able to utilize its local take over position for dispatch and coordinations of emergency operations.

8. All costs of operating and maintaining the Central Communications Center, including all telephone circuits and equipment necessary for operation of the radio system shall be paid by St. Lucie County and all purchases, contracts and grants for the purpose of operating the Central Communications Center shall be in the name of St. Lucie County.

(a) That such costs shall consist of the following items: personnel salaries and benefits, expenses, both operating and capital outlay, and be funded by the St. Lucie County Board of County Commissioners for the Central Communications Center and are not funded through Federal or State programs.

9. The parties hereto will be subject to all rules, regulations and procedures in regard to the use of the communications system as required by the FCC and the jointly developed Standard Operating Procedures Manual.

10. The management of the Central Communications Center shall be under the authority of a Board of Governors consisting of the Sheriff of St. Lucie County, the Chiefs of Police for the Cities of Fort Pierce and Port St. Lucie, with the Chief of the St. Lucie Fire District and the County Administrator who shall serve as chairperson.

(a) Each party hereto shall bear all legal expenses and shall be responsible for the payment of any fines due to any FCC violation committed by personnel under their employment.

(b) No party to this Agreement shall operate unauthorized equipment under the system. Any party wishing to operate equipment upon the system shall submit such equipment for approval by the Board of Governors prior to operating the equipment on the system.

11. The parties hereto will be responsible for the maintenance of their mobile and portable units but the units must be available for inspection by the service contract holder of the Central Communications Center.

12. The period of the Agreement shall be twelve (12) months commencing on the date of Agreement as noted in the first paragraph of this agreement and shall be automatically extended from year to year unless by written notice at least sixty (60) days in advance one or more parties notifies the others of its intentions to withdraw.

13. All gifts or grants in furtherance of the purpose of the Central Communications Center issued by the County, State or Federal government shall be used for the purchase or acquisition of new or replacement equipment and for the implementation of subsequent phases of the Central Communications Center. Monies from said gift(s) or grant(s) shall be deposited in a special account in the name of the Central Communications Center. Said special account shall be used for no other purpose than payment or cost of the Central Communications Center.

14. All requests, claims proposals and applications for Federal or State funding for the operations of the Central Communications Center shall be made by St. Lucie County.

15. In at least ninety (90) day intervals after implementation of this Agreement, the Central Communications Center Board of Governors shall confer to air grievances, evaluate current policy and advise or recommend any change or

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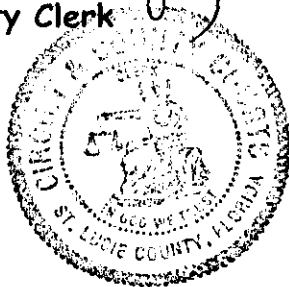
modifications in procedure which might affect the quality and/or level of service provided to the parties.

16. Each of the parties will be responsible for damage to any system equipment caused by the party's negligence or lack of proper care and maintenance.

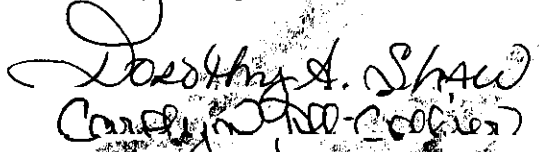
17. This Agreement shall be self-executing and shall become operational with respect to any named party upon execution of the Agreement by the official representative of that party. Notwithstanding any failure to execute this Agreement on the part of any party, the Agreement shall be in full force and effect between signatories.

ATTEST:


Deputy Clerk



WITNESSES:


Dorothy A. Shaw
Carolyn M. Cook

ATTEST:


City Clerk

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BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY:

Chairman

Date: 11/26/02

APPROVED AS TO FORM AND
CORRECTNESS:

BY:

County Attorney

SHERIFF OF ST. LUCIE COUNTY, FLORIDA

BY:

Date: March 20, 2002

CITY OF FORT PIERCE, FLORIDA

BY:

Mayor

Date: 9-4-02

APPROVED AS TO FORM AND CORRECTNESS:

BY:

City Attorney

WITNESSES:

Sandra H. Steele
Carolyn D. Cullen

WITNESSES:

Karen J. Jones
Bob Willis

CHIEF OF POLICE, CITY OF PORT ST.
LUCIE, FLORIDA

BY:

John A. Skinn Date: 3.27.02

CHIEF, ST. LUCIE FIRE DISTRICT
ST. LUCIE COUNTY, FLORIDA

BY:

Ray B. Broun Date: 10/24/07

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