

RESOLUTION NO. 2020-173

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA, FOR DIRECT RADIO COMMUNICATIONS BETWEEN THE 911 PUBLIC SAFETY ANSWERING POINTS AND FIRST RESPONDER AGENCIES AS ATTACHED HERETO AND MADE PART HEREOF AS EXHIBIT "A".

WHEREAS, the City of Hialeah finds that it is in the best interest of the City and its residents to enter into an interlocal agreement with Miami-Dade County to coordinate direct radio communication between 911 public safety answering point (hereinafter, PSAP) and the Hialeah Police Department and the Hialeah Fire Department; and

WHEREAS, the City of Hialeah is desirous to continue to provide its citizens with a single, primary three-digit emergency phone number, as is intended and outlined in the Florida Emergency Telephone Act (Section 365.171, Florida Statutes), and the Wireless Emergency Communications Act (Section 365.172, Florida Statutes), and

WHEREAS, it is the responsibility of the sheriff of Miami-Dade County, Florida to ensure that each 911 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 geographical location from which the call originated; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

RESOLUTION NO. 2020-173

Page 2

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an interlocal agreement with Miami-Dade County for direct radio communication between 911 public safety answering points and First Responder Agencies, and further allowing for Miami-Dade County to collect fees on its behalf.

PASSED AND ADOPTED this 24 day of November, 2020.


Jesus Tundidor

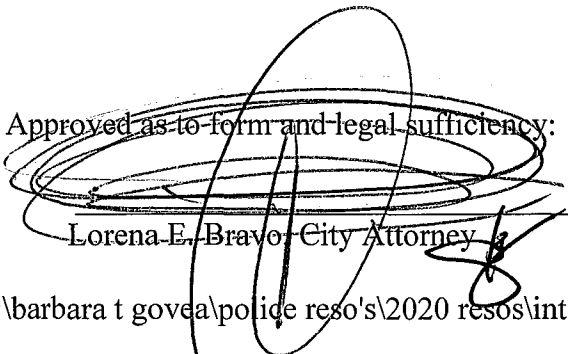
Council
President

Attest: Approved on this _____ day of _____, 2020.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

Resolution was adopted by 4-0-3 vote with Councilmembers, De la Rosa, Hernandez, Perez and Tundidor voting "Yes" and with Council Member Cue-Fuente, Council Member Garcia-Roves and Council Member Zogby absent.



**Integrity • Respect
Service • Fairness**

Miami-Dade Police Department
Office of the Director
Police Legal Bureau
9105 NW 25th Street • Room 3069
Miami, Florida 33172-1500
T 305-471-2550

miamidade.gov

October 19, 2020

City of Hialeah Police Department
Sergio Velazquez, Chief
5555 East 8 Avenue
Hialeah, Florida 33160

Dear Chief Velazquez:

Subject: Interlocal Agreement between Miami-Dade County, by and through the Miami-Dade Police Department, and all other first responder agencies

We are providing three originals of the Interlocal Agreement between Miami-Dade County, by and through the Miami-Dade Police Department, and all other first responder agencies. The enclosed originals have been signed by Miami-Dade County, and now require signature by the City of Hialeah. Once the enclosed agreements have been fully executed by the City, please keep one for your records and return the other two to my attention at:

9105 NW 25th Street, Suite 3042
Doral, Florida 33172

If you have any questions regarding this matter, please contact Ms. Lyssa Fordin at (305) 471-2503. We look forward to continuing our partnership on these important public safety initiatives.

Sincerely,

A handwritten signature in black ink, appearing to read "Janet Lewis".

Janet Lewis
Commander

Enclosures

**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.

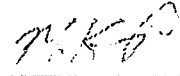
SECTION XV. GOVERNING LAW

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



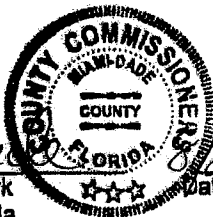
Alan Cominsky, Fire Chief
Miami-Dade Fire Rescue

8/5/2020
Date

ATTEST:



Harvey Ruvlin, County Clerk
Miami-Dade County, Florida



8/28/20
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Assistant County Attorney
Miami-Dade County, Florida

Date

CITY OF HIALEAH: as PSAP and First Responder Agency (Hialeah Police and Hialeah Fire)

Carlos Hernandez
City Mayor

Date

ATTEST:

Marbelys Fatjo
City Clerk

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Name
City Attorney

Date

11/16/2020

HIALEAH POLICE DEPARTMENT

Sergio Velazquez, Chief

Date

11/4/20

HIALEAH FIRE DEPARTMENT

Willians Guerra, Fire Chief

Date

11-16-20