

CITY COUNCIL RESOLUTION NO. 2023-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH COLUMBIA COUNTY, FLORIDA, THE SHERIFF OF COLUMBIA COUNTY, FLORIDA, THE COLUMBIA COUNTY FIRE/RESCUE DEPARTMENT, THE CITY OF LAKE CITY, FLORIDA, THE LAKE CITY POLICE DEPARTMENT, AND THE LAKE CITY FIRE DEPARTMENT RELATED TO A COMBINED COMMUNICATIONS 911 CENTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Columbia County, Florida, the Office of the Sheriff of Columbia County, Florida, Columbia County Fire/Rescue Department, the City of Lake City Florida, the Lake City Police Department, and the Lake City Fire Department (hereinafter collectively referred to as the “Parties”) desire to enter into an agreement to utilize and share resources in order to provide a cooperative dispatch center for the Parties’ respective 9-1-1 Communication Services to effectively coordinate public safety communications; and

WHEREAS, to promote the health, safety and general welfare of the citizens throughout Columbia County, the Parties wish to improve efficiency and technical capabilities of emergency call taking and County and City law enforcement, fire, and emergency medical services radio dispatch and communications within Columbia County at a reasonable cost to the general public; and

WHEREAS, the Parties wish to set forth the terms and conditions for the operation of such a combined center by this Interlocal Agreement between the Parties; and

WHEREAS, the Parties are acting pursuant to their authority contained in their respective charters, general law, and Section 163.01, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The Mayor is authorized to execute the Interlocal Agreement.

Section 3. Severability. If any clause, section, or other part of this

resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 4. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 5. This resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

INTERLOCAL AGREEMENT BETWEEN
COLUMBIA COUNTY, FLORIDA,
THE SHERIFF OF COLUMBIA COUNTY, FLORIDA,
THE COLUMBIA COUNTY FIRE/RESCUE DEPARTMENT,
THE CITY OF LAKE CITY, FLORIDA,
THE LAKE CITY POLICE DEPARTMENT, and
THE LAKE CITY FIRE DEPARTMENT
FOR A COMBINED COMMUNICATIONS 911 CENTER

THIS INTERLOCAL AGREEMENT made and entered into by and between **COLUMBIA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the “County”; **OFFICE OF THE SHERIFF OF COLUMBIA COUNTY, FLORIDA**, a constitutional officer of Columbia County, Florida, hereinafter referred to as the “Sheriff’s Office”; the **COLUMBIA COUNTY FIRE/RESCUE DEPARTMENT**, by and through the Board of County Commissioners, hereinafter referred to as “CCFR”; the **CITY OF LAKE CITY, FLORIDA**, a Florida municipal corporation by and through its City Council, hereinafter referred to as the “City”; the **LAKE CITY POLICE DEPARTMENT**, by and through its Chief, hereinafter referred to as “LCPD” and the **LAKE CITY FIRE DEPARTMENT**, by and through its Chief, hereinafter referred to as “LCFD”.

WITNESSETH:

WHEREAS, the parties wish to memorialize an agreement to utilize and share resources in order to provide a cooperative dispatch center for the parties’ respective 9-1-1 Communication Services, the purpose of which was to effectively coordinate public safety communications;

WHEREAS, to promote the health, safety and general welfare of the citizens throughout Columbia County, the parties wish to improve efficiency and technical capabilities of emergency call taking and County and City law enforcement, fire, and emergency medical services radio dispatch and communications within Columbia County at a reasonable cost to the general public;

WHEREAS, the parties wish to set forth the terms and conditions for the operation of such a combined center by this interlocal agreement between the parties; and

WHEREAS, the parties are acting pursuant to their authority contained in their respective charters, general law, and Section 163.01, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow to each other, the parties agree as follows:

SECTION 1: COMBINED COMMUNICATIONS CENTER

The parties agree to maintain a Combined Communications Center, hereinafter referred to as the “Center.” The purpose of the Center shall be to effectively receive calls for emergency assistance, to efficiently coordinate response resources to emergencies and to efficiently and effectively coordinate public safety and emergency services radio communications. Public safety for the purpose of this agreement shall be interpreted to include receiving and dispatching emergency and non-emergency calls for service for first responders and the partner agencies.

The County shall provide a secure, survivable command and control area for response to emergencies occurring within Columbia County. The Center shall be the primary Public Safety Answering Point ("PSAP") in Columbia County.

SECTION 2: RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.

- A. The County had and has the financial responsibility for the construction of the Center, and any future expansions or modifications thereto pursuant to Fla. Stat. section 125.01(1)(c). The County agrees to solicit and consider the parties' recommendations with respect to any future planning for construction, expansions, or major modifications of the Center.
- B. The County has and shall maintain a back-up Public Safety Communications Center that is in compliance with Florida Department of Law Enforcement ("FDLE") and Federal Bureau of Investigations ("FBI") security standards. The City of Lake City shall provide a secure location with adequate generator for the operation of the backup PSAP. The County will provide for the maintenance of all County owned equipment located at the backup PSAP. Should the Backup PSAP need to be relocated for any reason, the new location of the back-up center shall be subject to the advice of the parties, but the final decision for a location shall be the responsibility of the County.
- C. The parties acknowledge that the County shall manage and operate the Center, to include dispatch for the parties and those purposes described in Section 1.
- D. The City agrees to pay the County \$200,000 for a period of 8 years for dispatch services. After 8 years, the City agrees to continue to include a payment to the County for dispatch services as part of the City Fire Assessment at a rate not less than the equivalent of two Telecommunicator positions.
- E. Each agency may address issues, changes, updates, governance or concerns to the 911 Steering Committee for deliberations and the 911 Steering Committee may make recommendations for operational changes. Each Agency is responsible for periodically reviewing the SOP's pertaining to their operations and making recommendations for changes or amendments.
- F. The affected parties have entered into and maintain a Management Control Agreement ("MCA") as required by FDLE for the protection of Criminal Justice Information. A copy of the current MCA is attached as Exhibit "A". This agreement shall be construed as supplemental to the MCA and any proper amendments thereto hereafter made.
- G. All parties to this agreement currently participate in a 911 Steering Committee and agree to continue the 911 Steering Committee as established. The 911 Steering Committee has the responsibility to review, discuss and make recommendations for changes to dispatch procedures and policies. The 911 Steering Committee may make recommendations concerning the radio system to the Communications Committee, which has been created under a separate agreement.
- H. Other committees, including *ad hoc committees*, may be created by the 911 Committee. In addition, committees required by the International Academy of Emergency Dispatch for

utilization of Emergency Medical Dispatch and Emergency Fire Dispatch will be established as requested of the 911 Committee by the Center Director.

- I. The daily operations of the Center shall fall under the Center Director. The Center Director shall report directly to the County Manager as an employee of Columbia County.
- J. The Sheriff's Office shall establish and maintain a secure network or encrypted email for the purpose of sharing F/NCIC data via email for law enforcement purposes. The Sheriff's Office agrees to maintain the network and a centralized CAD system in accordance with the MCA agreement and FDLE requirements. In addition, the Sheriff's Office agrees to maintain the CCFR and EMS Mobile computer terminals. The City agrees to maintain their LEO and fire MCTs as well as a separate records management system. All such F/NCIC activities shall at all times be subject to compliance with the MCA.
- K. Both the Sheriff and LCPD will designate a FAC to monitor F/NCIC, entries and complete validations as required.
- L. The Sheriff's Office and LCPD records custodians shall be responsible for their own validating of stolen boats; abandoned, stolen, or felony vehicles; stolen vehicle parts; license plates; stolen or lost guns; stolen securities; as well as missing persons and unidentified persons.
- M. The Sheriff or LCPD shall have the authority to deny any Center employee, or vendor, or other person or persons access to the secure dispatch room or F/NCIC with due cause.

SECTION 3: FINANCING PLAN.

The annual budget for the Combined Communications Center shall be recommended by the County Manager to the Columbia County Board of County Commissioners. The Commissioners shall have final approval of the budget. The County agrees to pay the annual operating costs of the Combined Communications Center. County shall budget and expend funds in accordance with Florida law.

SECTION 4: PERSONNEL.

- A. The Sheriff's Office, CCFR, LCFD and LCPD may appoint a 911 liaison as a primary contact to coordinate dispatch procedures with the Center Director, for the purpose of making recommendations on their Agency's operations related to dispatching.
- B. The appointed liaisons shall have full access within the Center. The Center shall provide the Liaisons with office space if requested.
- C. The County shall hire personnel to adequately staff the Center and shall reserve the right to assign such personnel within the Center as necessary. At the time of the implementation of this agreement, the County agrees to hire all existing City dispatch personnel so long as such personnel are willing and qualified to serve as Public Safety Telecommunicator/Public Safety Telecommunicator Trainee positions. These City employees would become County employees and must pass all pre-employment screenings and background checks.

SECTION 5: OPERATIONAL PLAN.

- A. Standards for the provision of services and protocols for the handling and processing of all emergency communication calls received by the Center shall be set forth in the 911 Communication Center Operational Procedures and Guidelines Manual, also known as SOP Manuals. The SOP Manuals shall also include a definition of “calls for service” to be utilized as the basis for apportionment of calls. The Center Director shall be responsible for maintaining the SOP Manuals. The 911 Committee shall be responsible for recommending changes and updates to the SOP Manuals.

- B. No changes to any of the consolidated dispatch agency’s SOP Manuals will be made without the approval of the affected agency. It shall be each agency’s responsibility to maintain current any information necessary to the performance of this Agreement.

SECTION 6: EQUIPMENT

As consideration for this Agreement, all dispatch equipment, computer consoles and radio consoles currently being used in a full-time or back-up dispatch capacity for the City of Lake City, LCPD, or LCFD, will be turned over to The County and become County property. The County will continue to maintain them as to provide a back-up PSAP and provide for a cycle of life replacement.

SECTION 7: DESIGNATION OF POSITIONS

Upon implementing of consolidated 911 dispatch, the Center will designate 9 positions per shift consisting of two for the Sheriff’s Office, one designated for NIC, two designated for LCPD, one designated for fire/EMS, two designated for 911 operators and one designated supervisor. Nothing about this part shall preclude personnel designated for a particular agency from providing support for other personnel regardless of designation. This provision shall at all times be subject to availability of properly trained staff or personnel, determined in the discretion of the Center Director.

SECTION 8: TERM.

This agreement shall become effective upon the recording of this agreement in the Official Records of Columbia County and shall continue in full force and effect until terminated as provided herein. It is understood and agreed that full performance of this Agreement shall not be possible until such time as the MCA has been implemented, the CAD systems and related software/systems are fully operational, and personnel have been transitioned or hired as otherwise provided herein.

SECTION 9: TERMINATION.

Any party to this agreement may terminate this agreement for cause after giving the remaining parties notice of such intention and affording 365 days for the remaining parties to address or cure such cause. If uncured the agreement shall terminate, and the parties shall operate in good faith for the orderly transition of all services hereunder in the interest of preserving and maintaining public safety. In the event of termination without cause, the party giving notice of termination shall bear the costs, if any, of such termination to the Center and to the parties to this agreement that do not elect to terminate without cause. This agreement shall renew each year on its anniversary date unless terminated with notice pursuant to this part.

SECTION 10: AMENDMENTS.

Any party who may desire to amend this interlocal agreement must notify the other parties in writing with type of amendment and reasons for same. This agreement may be amended only by mutual written agreement of all of the parties.

SECTION 11: INDEMNIFICATION.

Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of the contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

SECTION 12: NOTIFICATION.

Except as provided herein, any notice, acceptance, request, or approval from any party to the other parties shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via delivery-verified email to the parties' respective official government email addresses provided below. The parties' representatives are:

County: David Kraus
County Manager
david_kraus@columbiacountyfla.com
Post Office Box 1529
Lake City, Florida 32056-1529

Center: Thomas Brazil
County 911 Coordinator
tbrazil@columbiacountyfla.com
263 NW Lake City Avenue
Lake City, Florida 32055

Sheriff: The Honorable Mark Hunter
Columbia County Sheriff
mark.hunter@columbiasheriff.org
4917 East Highway 90
Lake City, Florida 32055

LCPD: Gerald Butler
Chief of Police
ButlerG@lcfla.com
225 NW Main Boulevard
Lake City, FL 32055

CCFD: Jeff Crawford
Fire Chief
jeff_crawford@columbiacountyfla.com
370 SE Race Track Lane
Lake City, FL 32025

LCFD: Joshua Wehinger
Fire Chief
WehingerJ@lcfla.com
225 NW Main Boulevard
Lake City, FL 32055

SECTION 13: THIRD PARTY BENEFICIARIES

This agreement does not create any relationship with, or any rights in favor of, any third party.

SECTION 14. ASSIGNMENT OF INTEREST.

No party shall assign or transfer any interest in this agreement without prior written consent of the other parties.

SECTION 15: SEVERABILITY.

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

SECTION 16: PREVIOUS AGREEMENTS INCORPORATED.

This Agreement shall, upon being recorded, control as to conflicting provisions of prior agreements other than the MCA between the parties for a cooperative dispatch center. Any prior agreements not in conflict with this Agreement shall continue to have force and effect.

SECTION 17: RECORDING OF AGREEMENT.

The County, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida.

IN WITNESS WHEREOF, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth therein.

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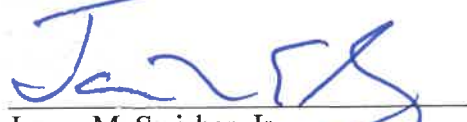
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
ROCKY FORD, Chairman

APPROVED AS TO FORM:


Joel F. Foreman
County Attorney

ATTEST:


James M. Swisher, Jr.
Clerk of the Court

COLUMBIA COUNTY SHERIFF'S OFFICE

By: _____
Mark Hunter, Columbia County Sheriff

COLUMBIA COUNTY FIRE/RESCUE

By: _____
Jeff Crawford, Chief

**CITY COUNCIL FOR THE CITY OF LAKE CITY,
FLORIDA**

By: _____
STEPHEN WITT, Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas J. Kennon
City Attorney

Audrey Sikes
City Clerk

LAKE CITY POLICE DEPARTMENT

By: _____
Gerald Butler, Chief

LAKE CITY FIRE DEPARTMENT

By: _____
Joshua Wehinger, Chief