



Office of the Chief MEMORANDUM

DATE: September 19, 2019

TO: Board of Fire Commissioners

(BG)

FROM: Brian Gorski, Fire Chief

RE: **Public Safety Answering Point Emergency Communication Interlocal Agreement**

REPORT:

As a result of the tragic shooting event at the Marjory Stoneman Douglas High School in Parkland, Florida that occurred on February 14, 2018 that killed 17 and injured 17 an immediate investigation began to determine the reason(s) behind this incident. Law enforcement to this date still have not determine the true motive behind this event.

A few years prior to this, both the local Sheriff of this county and FBI received several tips about the threats to carry out a school shooting by the suspect. In fact, the FBI learned that a YouTube user with the username "Nikolas Cruz" (suspect in custody today), posted a message in September 2017 about becoming a school shooter, but the agency could not identify the user. Again, in January 2018, the FBI was contacted through their tip line with a direct complaint that Nikolas Cruz had made a death threat, but the complaint was not forwarded to the local FBI office in Broward County.

Following this massacre, the anger and frustration of Parkland student survivors intensified towards local and state officials over the perceived inaction. The Broward County Sheriff's Office received widespread criticism for its handling of the police response, with much of the criticism being directed at the Sheriff for not addressing the complaints that they received 2 years prior and for the local loopholes that allowed Cruz to legally purchase an automatic rifle despite his lengthy record of threatening behavior.

At the conclusion of the investigation over the response of the law enforcement and Fire-Rescue, it revealed an immediate problem over direct radio

communications between 911 public Safety answering points (PSAP's) and first responders. This shooting event had a multiple agency response from many different law enforcement and fire-rescue agencies, in which some of these agencies had their own PSAP's which created a huge problem in communications and dispatching that resulted in further delays in response.

After immediately identifying some of the problems that came out in this investigative report, legislatures began working with local government leaders, Sheriff's, and Fire-Rescue Chief's to find solutions to some of these problems.

As a result of the PSAP issue, the Florida Legislature created HB441 which created Florida Statute 365.179 "Direct radio communications between 911 public safety answering points and first responders".

Basically FS 365.179 requires the Sheriff in collaboration with all first responder's agency heads in their county, shall develop and execute a written interlocal agreement between all primary first responders within their county. This 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.

This interlocal agreement requires the PSAP to have direct radio contact with the primary first responder agencies and their dispatchers, for whom the PSAP can reasonably received 911 communications, without having to transfer a 911 communication to another PSAP or dispatch center for dispatch.

FS 365.179 requires 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 PSAP cannot reasonably receive 911 calls. If a county of jurisdiction has multiple PSAP's, each PSAP must have this capability.

In July of this year, the Manatee County Sheriff began working on the development of this interlocal agreement between all Fire and EMS agencies, Law Enforcement, primary and secondary PSAP's in Manatee County.

This interlocal agreement was completed at the end of August and sent out to all agencies and then forwarded to their various attorney's for review. Maggie Mooney did review this agreement and it is ready for Board approval.

The Manatee County Sheriff is wanting to get this completed on or before October 1, 2019. FS 365.179 does require each local Sheriff to get this completed by

January 1, 2020.

RECOMMENDED MOTION(S) OR ACTION(S):

To approve an Interlocal Agreement between the Sheriff of Manatee, Manatee Government, City of Bradenton and all first responder agencies within Manatee County Florida that pertains to Public Safety Answering Point Emergency Communication.

Cc: Interlocal Agreement w Exhibits
FS 365.179
Power Point Presentation
Manatee County Primary Radio Channels

**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT**

This Interlocal Agreement (ILA) is made by and between the Sheriff of Manatee County, Florida ("Sheriff"), an independent constitutional officer of Manatee County, Manatee County, Florida ("Manatee County"), a political subdivision of the State of Florida, the City of Bradenton, a political subdivision of the State of Florida, and first responder agencies within the jurisdictional boundaries of Manatee County, Florida (collectively "Agencies") detailed within Exhibit "A," attached hereto and incorporated herein, the Sheriff, Manatee County, City of Bradenton, and Agencies referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Marjory Stoneman Douglas High School Public Safety Commission recommended that counties be required to develop and implement communication systems that allow direct radio communication between public safety answering points (PSAPs) and first responders outside the PSAPs normal service area to provide for more efficient dispatch of first responders; and

WHEREAS, in response to the Commission's recommendations, the Florida Legislature created Section 365.179, Florida Statutes (Direct radio communication between 9-1-1 public safety answering points and first responders); and

WHEREAS, Section 365.179, Florida Statutes, requires local first responder agencies to ensure that each PSAP within a county is capable of directly notifying any first responder agency within that county of an emergency by radio; 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 establish the protocols by which a PSAP will directly provide notice of an emergency by radio to the on-duty personnel of a first responder agency for which the PSAP does not provide primary dispatch functions; and

WHEREAS, Manatee County operates the Manatee County Emergency Communications Center PSAP, or "911 public safety answering point" which takes all

cellular 9-1-1 calls within the jurisdictional boundaries of Manatee County and landline 9-1-1 calls outside the City of Bradenton, Florida; and

WHEREAS, Manatee County operates Manatee County Emergency Medical Services (MCEMS), a first responder agency and primary 9-1-1 medical emergency response service in and for Manatee County, Florida; and

WHEREAS, Manatee County operates Manatee County Beach Patrol, a first responder agency with responsibilities of victim rescue and emergency medical response for approximately seventeen miles of coastline within Manatee County; and

WHEREAS, the City of Bradenton has established the City of Bradenton Police Department, a first responder agency with responsibilities of law enforcement within the jurisdictional boundaries of the City of Bradenton; and

WHEREAS, the City of Bradenton has established the City of Bradenton Fire Department, a first responder agency with responsibilities of fire prevention and emergency services within the jurisdictional boundaries of the City of Bradenton; and

WHEREAS, the City of Bradenton Police Department operates the PSAP, or "911 public safety answering point" which takes all landline 9-1-1 calls within the jurisdictional boundaries of the City of Bradenton; and

WHEREAS, the Agencies listed detailed within Exhibit "A" attached hereto and fully incorporated herein are first responder agencies responsible for the provision of law enforcement, medical, fire, or other emergency services within their jurisdictional boundaries in Manatee County, Florida; and

WHEREAS, all first responder agency heads for Agencies within Manatee County, Florida, have developed a method of compliance pursuant to Section 365.179(2), Florida Statutes, and have provided primary radio channels access to all PSAPs within Manatee County, Florida, including those PSAPs which do not provide primary dispatch functions for providing Agencies; and

WHEREAS, the Parties are joined in the goal of strengthening partnerships and communications protocols and procedures so as to quickly and effectively respond to public safety emergencies within their respective jurisdictional boundaries.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

Article 1. Purpose

This 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 the methods by which agencies will conduct such communications.

Article 2. Definitions

- A. "9-1-1 public safety answering point" or "PSAP" means a municipal or county emergency communications or 9-1-1 call center in the state that receives cellular, landline, or text –to– 9-1-1 communications.

- B. "First responder agency" or "Agency" includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical services provider, as is designated as a primary first responder for the service area in which a PSAP receives 9-1-1 calls including all agencies listed within Exhibit A, attached hereto and fully incorporated herein.
- C. "Public Safety Emergency" for purposes of this Interlocal Agreement includes, but is not limited to, situations 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.

Article 3. Duties of PSAP:

- A. Each PSAP will maintain ability to have direct radio contact with all primary first responder agencies and their dispatchers for whom the PSAP can reasonably receive 9-1-1 communications.
- B. Upon the occurrence of a Public Safety Emergency, if the primary PSAP with jurisdiction cannot be reached because phone communication between PSAPs is not possible due to equipment failures or busy signals, and information to be conveyed to first responders is urgent (critical) in nature and pertaining to life-safety situations as defined in Public Safety Emergency, the PSAP which received the call will directly provide notice of the Public Safety Emergency on the primary radio talk group/dispatch channel to personnel of an AGENCY for which the PSAP does not provide primary dispatch functions.
- C. Adhere to the dispatch procedures and protocols attached hereto as APPENDIX B and fully incorporated herein, as if fully written herein.
- D. Provide training to all applicable PSAP personnel regarding dispatch procedures and protocols. Such training shall include radio functionality and how to readily access the necessary dispatch channel.
- E. Provide written certification to the Sheriff that PSAP is in compliance with this Agreement, and Section 365.179, Florida Statutes, within 30 days of execution of this Agreement.

Article 4. Duties of Agencies:

- A. Adhere to the dispatch procedures and protocols attached hereto as APPENDIX B.
- B. Provide training to all applicable agency personnel regarding said procedures and protocols. Such training shall include radio functionality and how to readily access the necessary dispatch channel.
- C. Unless technologically precluded due to radio incompatibility, upon written request from 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.

Article 5. Term; Renewal

This Agreement shall be in effect for a term of one year and shall automatically renew upon expiration unless any party to this Agreement gives notice, at least 90 days before date of expiration, of the party's desire to terminate the agreement.

Article 6. Effective Date

This Agreement shall take effect upon the date last executed by all parties.

Article 7. Notice

Where any notice is required under this Agreement or applicable law, such notice shall be provided as detailed within Exhibit A.

Article 8. Execution in parts

This Agreement may be executed in any number of actual or electronic copies of counterparts and by each of the different Parties on several counterparts, each of which when so executed and delivered will be an original. The executed signature page(s) from each actual or electronic copy of a counterpart may be joined together and attached and will constitute one and the same instrument.

Article 9. Amendment

Any amendments to this Agreement shall be by written instrument executed by all Parties.

Article 10. Sovereign Immunity

Parties shall be liable for their own actions and negligence and agree to assume responsibility for the acts, omissions, or conduct of such agency's employees, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available to any agency. Nothing herein shall be construed as consent by any agency to be sued by third parties in any matter, whether arising out of this agreement or any other contract.

Article 11. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Article 12. Assignment; Binding Agreement

This Agreement and the duties and obligations hereunder may not be transferred or assigned by any of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors in office, as applicable.

Article 13. Governing Law; Venue

This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State. Venue shall lie in Manatee County, Florida.

Article 14. WHEREAS Clauses Incorporated

The WHEREAS clauses set forth above are reiterated herein and fully incorporated into this Agreement.

Article 15. Entirety of Agreement

The Parties agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

Article 16. Authority to Sign.

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is fully authorized to execute this Agreement on behalf of the entity on whose behalf such individual has signed this Agreement, and that by signing this Agreement such entity shall be bound by the terms contained herein.

Article 17. Filing with Clerk of Court.

This Agreement shall be filed by the SHERIFF with the Clerk of the Circuit Court for Manatee County, Florida, as required by Section 163.01(11), Florida Statutes and with the Florida Department of Law Enforcement as required by Section 365.179, Florida Statutes.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof, all as of the date first above written.

MANATEE COUNTY SHERIFF'S OFFICE	
APPROVED TO FORM AND LEGAL SUFFICIENCY:	
CHARLES R. WELLS, SHERIFF MANATEE COUNTY, FLORIDA	ERIC WERBECK, ESQ. COUNSEL FOR SHERIFF WELLS
DATE:	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida located at 1112 Manatee Ave W, Bradenton, Florida 34205	
The governing and managing entity for the following first responder agencies and PSAP: Manatee County Emergency Medical Services, Manatee County Beach Patrol, and Manatee County Emergency Communications Center PSAP.	
ATTEST: ANGEL COLONNESO, CLERK	
BY: _____	
CHAIR, BOARD OF COUNTY COMMISSIONERS	CLERK OF THE CIRCUIT COURT AND EX-OFFICIO CLERK OF THE BOARD OF COUNTY COMMISSIONERS
DATE: _____	APPROVED TO FORM AND LEGAL SUFFICIENCY:
COUNTY ATTORNEY	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

**CITY OF BRADENTON, a political subdivision of the State of Florida located at
101 Old Main Street West Bradenton, Florida 34205 FOR**

The governing and managing entity for the following first responder agencies and PSAP: City of Bradenton Police Department, City of Bradenton Fire Department, City of Bradenton Police Department PSAP.

ATTEST:

BY:

WAYNE POSTON
MAYOR

DATE: DATE:

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

CITY OF HOLMES BEACH, a political subdivision of the State of Florida located at 5801 Marina Drive Holmes Beach, Florida 364217	
ATTEST:	
BY:	
BILL TOKAJER CHIEF OF POLICE	
DATE:	DATE:
WILLIAM "BILL" SHEARON MAYOR	
DATE:	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

CITY OF PALMETTO, a political subdivision of the State of Florida located at 516 8th Avenue West, Palmetto, Florida 34221	
ATTEST:	
BY	
SCOTT TYLER CHIEF OF POLICE	
DATE:	DATE:
SHIRLEY GROOVER BRYANT MAYOR	
DATE:	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

SARASOTA BRADENTON INTERNATIONAL AIRPORT POLICE DEPARTMENT 6000 Airport Circle Sarasota, Florida 34243	
ATTEST:	
BY	
TED KOHUTH CHIEF OF POLICE	
DATE:	DATE:
<hr/> FREDRICK PICCOLO PRESIDENT AND CHIEF EXECUTIVE OFFICER, SARASOTA BRADENTON INTERNATIONAL AIRPORT	
DATE:	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

TOWN OF LONGBOAT KEY, a political subdivision of the State of Florida located at 501 Bay Isles Road Longboat Key, Florida 34228	
ATTEST:	
BY	
PETER A. CUMMING CHIEF OF POLICE	
DATE:	DATE:
PAUL B. DEZZI FIRE CHIEF	
DATE:	
THOMAS A. HARMER TOWN MANAGER	
DATE:	
Approved as to form and correctness: By: _____ Maggie D. Mooney, Town Attorney	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

CEDAR HAMMOCK FIRE CONTROL DISTRICT, an independent special fire control district located at 5200 26th Street West Bradenton, Florida 34207	
ATTEST:	
BY	
JEFF HOYLE, FIRE CHIEF	
DATE:	DATE:
_____ RONALD D. GETMAN, CHAIR BOARD OF FIRE COMMISSIONERS	
DATE:	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

DUETTE FIRE & RESCUE DISTRICT, an independent special fire control district located at 35800 SR62 East Duette Florida, 34219	
ATTEST:	
BY	
JIM LEONARD, FIRE CHIEF	
DATE:	DATE:
<hr/> LYNDA O'CONNOR, CHAIR BOARD OF FIRE COMMISSIONERS	
DATE:	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

EAST MANATEE FIRE RESCUE DISTRICT, an independent special fire control district located at 3200 Lakewood Ranch Boulevard Bradenton, Florida 34211	
ATTEST:	
BY	
LEE WHITEHURST, FIRE CHIEF	
DATE:	DATE:
ROBERT CONLEY, CHAIR BOARD OF FIRE COMMISSIONERS	
DATE:	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

MYAKKA CITY FIRE CONTROL DISTRICT, a dependent special district of Manatee County, Florida located at 26636 SR 70 East Myakka City, Florida 34251	
ATTEST:	
BY	
DANNY CACCHIOTTI, FIRE CHIEF	
DATE:	DATE:
CHARLES MATSON, CHAIR BOARD OF FIRE COMMISSIONERS	
DATE:	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

NORTH RIVER FIRE DISTRICT, an independent special fire control district located at 1225 14th Avenue East Palmetto, Florida 34221	
ATTEST:	
BY	
MICHAEL RAMPINO, FIRE CHIEF	
DATE:	DATE:
PAUL J. PITCHER, CHAIR BOARD OF FIRE COMMISSIONERS	
DATE:	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

PARRISH FIRE DISTRICT, an independent special fire control district located at 12132 US 301 North Parrish, Florida 34219	
ATTEST:	
BY	
STACEY BAILEY, FIRE CHIEF	
DATE:	DATE:
<hr/> EDWARD G. CHITTY, CHAIR BOARD OF FIRE COMMISSIONERS	
DATE:	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

SOUTHERN MANATEE FIRE RESCUE DISTRICT, an independent special fire control district located at 2451 Trailmate Drive Sarasota, Florida 34243	
ATTEST:	
BY	
BRIAN GORSKI, FIRE CHIEF	
DATE:	DATE:
CHARLES A. DURANT, CHAIR BOARD OF FIRE COMMISSIONERS	
DATE:	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

TRAILER ESTATES FIRE CONTROL DISTRICT, an independent special fire control district located at 6831 American Way Bradenton, Florida 34207	
ATTEST:	
BY	
TIMOTHY HILLMAN, FIRE CHIEF	
DATE:	DATE:
_____ CHAIR BOARD OF FIRE COMMISSIONERS	
DATE:	

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**PUBLIC SAFETY ANSWERING POINT EMERGENCY COMMUNICATION
INTERLOCAL AGREEMENT SIGNATURE SHEET**

WEST MANATEE FIRE RESCUE DISTRICT, an independent special fire control district located at 6517 3RD Avenue West Bradenton, Florida 34209	
ATTEST:	
BY	
THOMAS SOUSA, FIRE CHIEF	
DATE:	DATE:
_____ DAVID G. BISHOP, JR., CHAIR BOARD OF FIRE COMMISSIONERS	
DATE:	

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EXHIBIT A
**FIRST RESPONDER AGENCIES WITHIN THE JURISDICTIONAL
BOUNDARIES OF MANATEE COUNTY**

LAW ENFORCEMENT AGENCIES:

City of Bradenton Police Department
City of Bradenton Beach Police Department
City of Holmes Beach Police Department
City of Palmetto Police Department
Manatee County Sheriff's Office
Town of Longboat Key Police Department
Sarasota International Airport Police Department

FIRE SERVICE AGENCIES:

Cedar Hammock Fire Control District
City of Bradenton Fire Department
Durette Fire and Rescue District
East Manatee Fire Rescue District
Myakka City Fire Control District
North River Fire District
Parrish Fire District
Southern Manatee Fire Rescue District
Trailer Estates Fire Control District
West Manatee Fire Rescue District

EMERGENCY MEDICAL SERVICES PROVIDERS

Manatee County Emergency Medical Services
Manatee County Beach Patrol

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EXHIBIT B
PROTOCOLS AND PROCEDURE

- A. SCOPE. This Exhibit establishes 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 communications procedure governing both the PSAP and Agency engaging in radio communication.
- B. CIRCUMSTANCES REQUIRING DIRECT NOTICE TO AGENCIES FOR WHICH PSAP DOES NOT PROVIDE PRIMARY DISPATCH FUNCTIONS. Each PSAP will provide requisite 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 when:
 - Receiving a call which is reasonably believed to be a Public Safety Emergency and the ability to transfer the call to the PSAP with jurisdiction is not possible due to equipment failures or busy signals, and
 - A reasonable interpretation of the information received indicates that the situation poses significant danger to human life and it is critical to relay directly to responders without delay.
- C. PROCEDURE OF COMMUNICATION(S) BETWEEN PSAPs AND AGENCIES.
 - PSAP personnel shall document the Public Safety Emergency in their computer aided dispatch (CAD) system;
 - PSAP personnel will evaluate current radio activity of AGENCY to determine if intended transmission is still relevant prior to proceeding with transmission. Where staffing exists, one Dispatcher may be designated to monitor the incident until conclusion;
 - PSAP personnel will communicate directly to first responders on primary radio talk group/dispatch channel and shall ensure documentation of transmission occurs in CAD;
 - All communication shall be in plain speech, no codes or signals shall be used;
 - Involved personnel will utilize the following transmission process:
 - Hailing Agency: "(Agency Name) to (Agency Name), we have urgent traffic, standby to copy."
 - Responding Agency: "(Agency Name) go ahead for (Agency Name)"
 - Hailing Agency: "(provide information in clear speech, no codes or signals, break into smaller transmissions if appropriate), copy?"
 - Responding Agency: Acknowledgement of receipt;
 - Involved personnel shall make notification per agency policy this transmission has occurred.

The Florida Senate

2019 Florida Statutes

Title XXVII RAILROADS AND OTHER REGULATED UTILITIES	Chapter 365 USE OF TELEPHONES AND FACSIMILE MACHINES Entire Chapter	SECTION 179 Direct radio communication between 911 public safety answering points and first responders.
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365.179 Direct radio communication between 911 public safety answering points and first responders.—

(1) As used in this section, the term:

(a) "First responder agency" includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical services provider, that is designated as a primary first responder for the service area in which a 911 public safety answering point receives 911 calls.

(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.

(2) Each sheriff, in collaboration with all first responder agency heads in his or her county, shall facilitate the development and execution of written interlocal agreements between all primary first responder agencies within the county. 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. 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. The method of complying with this requirement shall be established by the first responder agency heads and set forth in each interlocal agreement.

(3) 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. If a county or jurisdiction has multiple PSAPs, each PSAP must have this capability.

(4) 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.

(5) Each primary first responder agency, PSAP, and dispatch center within each county shall train all applicable personnel regarding the procedures and protocols specified in the interlocal agreements made pursuant to this section. This training shall also include radio functionality and how to readily access the necessary dispatch channels in accordance with the interlocal agreements.

(6) By January 1, 2020, each sheriff shall provide to the Department of Law Enforcement:

(a) A copy of each interlocal agreement made between the primary first responder agencies within his or her county pursuant to this section; and

(b) Written certification that all PSAPs in his or her county are in compliance with this section.

History.—s. 3, ch. 2019-146.

Direct Radio Communication to Field Responders

Manatee County PSAP Training
September 2019

What and Why

- o Florida legislature passed HB441 creating FS 365.179
- o This requires all PSAPs within the County have the ability to have direct radio contact with all primary first responder agencies for whom the PSAP can reasonably receive 911 communications

Definitions

- o “9-1-1 public safety answering point” or “PSAP” means a municipal or county emergency communications or 9-1-1 call center in the state that receives cellular, landline, or text –to– 9-1-1 communications
- o “First responder agency” or “Agency” includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical services provider

Definitions

- o “Public Safety Emergency” for purposes of this Interlocal Agreement includes, but is not limited to, situations 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.

Primary PSAPS

- o Manatee County ECC receives all wireless calls and all landline calls for unincorporated areas of Manatee County

- o Bradenton Police Department receives all landline calls for incorporated City of Bradenton

Secondary PSAPs

- o Holmes Beach Police Department
- o Manatee County Sheriff's Office
- o Palmetto Police Department

First Responder Agencies

LAW ENFORCEMENT:

- City of Bradenton Police Department
- City of Bradenton Beach Police Department
- City of Holmes Beach Police Department
- City of Palmetto Police Department
- Manatee County Sheriff's Office
- Town of Longboat Key Police Department
- Sarasota International Airport Police Department
- NCF/USF Campus Police Department

First Responder Agencies

FIRE SERVICE AGENCIES:

- Cedar Hammock Fire Control District
- City of Bradenton Fire Department
- Duette Fire and Rescue District
- East Manatee Fire Rescue District
- Myakka City Fire Control District
- North River Fire District
- Parrish Fire District
- Southern Manatee Fire Rescue District
- Trailer Estates Fire Control District
- West Manatee Fire Rescue District

First Responder Agencies

EMERGENCY MEDICAL SERVICES PROVIDERS

- o Manatee County Emergency Medical Service
- o Manatee County Beach Patrol

Criteria Requiring Direct Communication

1. When phone communication between PSAPs is not possible due to equipment failures or busy signals
AND
2. Information to be conveyed to first responders is urgent (critical) in nature and pertaining to life-safety situations (see Public Safety Emergency definition).

Examples may include, but are not limited to:

- Officer Down/Responder Mayday**
- Active Assailant/Shooter**
- CBRN/Terrorism/Hazmat**
- Explosions**
- Mass Casualty/Significant Incidents (man-made or natural) such as severe weather, hurricane or tornado**
- Transportation incident such as plane crash, train derailment, port/shipping incident**
- Riot/Civil Disturbance**
- Structure Fire/Building Collapse**

PROCEDURE OF COMMUNICATION BETWEEN PSAPs AND AGENCIES

1. Personnel will evaluate current radio activity to determine if intended transmission is still relevant prior to proceeding with transmission
2. Personnel will communicate directly to first responders on primary radio channel and shall ensure documentation of transmission occurs in CAD
3. All communication shall be in plain speech, no codes or signals shall be used

PROCEDURE OF COMMUNICATION BETWEEN PSAPs AND AGENCIES

1. Hailing Agency: “([Agency Name](#)) to ([Agency Name](#)), we have urgent traffic, standby to copy.”
2. Responding Agency: “([Agency Name](#)) go ahead for ([Agency Name](#))”
3. Hailing Agency: “([provide information in clear speech, no codes or signals, break into smaller transmissions if appropriate](#)), copy?”
4. Responding Agency: Acknowledgement of receipt

Radio Programming

- o INSERT PHOTO HERE OF RADIO LAYOUT AND DESCRIBE HOW TO ‘SWITCH’ TO PROPER CHANNELS FOR EACH RESPONDER AGENCY

Manatee County Primary Radio Channels

ECC:

- EMS – works off all the below TAC channels based on the geographical area
- TAC 2 or TAC 7 - for Southern Manatee FD
- TAC 3 or TAC 8 - for East Manatee FD, Myakka City FD
- TAC 4 or TAC 9 - for West Manatee FD
- TAC 5 or TAC 10 - for North River FD, Parrish FD, Durette FD
- TAC 6 or TAC 11 - for Cedar Hammock FD, Trailer Estates FD
- RESCUE34 - for Marine Rescue/lifeguards

BPD:

- PATROL – for Law
- BFD41 – for Fire

HBPD:

- HBP-DISP

MSO/BBPD:

- WEST 11 –for MSO west sector & BBPD
- EAST 13 – for MSO east sector
- NORTH 15 – for MSO north sector including rural eastern areas

PPD:

- PPDDSP41