



**FIRE RESCUE DEPARTMENT**  
**JAMES M. FITZGERALD, Fire Chief**

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November 21, 2019

TO: Mayor Jerry L. Demings  
-AND-  
Board of County Commissioners

THROUGH: Danny Banks, Deputy County Administrator 

FROM: James M. Fitzgerald, Fire Chief 

CONTACT: Kimberly Stewart-Horan, Division Chief  
Communications Division  
407-836-9119

SUBJ: December 17, 2019 – Consent Agenda  
Memorandum of Understanding – Implementation of Florida  
HB 441: E911 Systems

Orange County Fire Rescue is requesting approval of the Memorandum of Understanding - Implementation of Florida HB 441: E911 Systems. The Sheriff, in collaboration with each First Responder Agency, is required to facilitate the development and execution of written interlocal agreements between all primary First Responder Agencies within the territorial boundaries of Orange County, Florida (Service Area). Each 911 Public Safety Answering Point (PSAP) will have direct radio contact with primary First Responder Agencies and their dispatchers within their respective county, for whom the PSAPs can reasonably receive 911 communications, without having to transfer a 911 communications to another PSAP or dispatch center.

**Action Requested:** Approval and execution of Memorandum of Understanding Implementation of Florida HB 441: E911 Systems by and between Orange County Sherriff's Office, City of Apopka, City of Belle Isle, Town of Eatonville, City of Edgewood, City of Maitland, Town of Oakland, City of Ocoee, City of Orlando, University of Central Florida Board of Trustees, Town of Windermere, City of Winter Garden, City of Winter Park, Orange County, Florida, School Board of Orange County, Florida, Greater Orlando Aviation Authority, and Reedy Creek Improvement District with an automatic renewal on a year-to-year basis.

Attachment(s)

c: Byron W. Brooks, AICP County Administrator

**MEMORANDUM OF UNDERSTANDING**  
**Implementation of Florida HB 441: E 911 Systems**

**THIS AGREEMENT (“Agreement”),** is made by and between the **ORANGE COUNTY SHERIFF’S OFFICE** (the “**Sheriff**”) and the **CITY OF APOPKA** on behalf of the Apopka Police Department and Apopka Fire Department, the **CITY OF BELLE ISLE**, the **TOWN OF EATONVILLE**, the **CITY OF EDGEWOOD**, the **CITY OF MAITLAND**, the **TOWN OF OAKLAND**, the **CITY OF OCOEE** on behalf of the Ocoee Police Department, the **CITY OF ORLANDO** on behalf of the Orlando Police Department and Orlando Fire Department, the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, the **TOWN OF WINDERMERE** on behalf of the Windermere Police Department, the **CITY OF WINTER GARDEN** on behalf of the Winter Garden Police Department and Winter Garden Fire Department, the **CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA** on behalf of the Orange County Fire Rescue Division, the **SCHOOL BOARD OF ORANGE COUNTY, FLORIDA** on behalf of Orange County School Police, the **GREATER ORLANDO AVIATION AUTHORITY**, and the **REEDY CREEK IMPROVEMENT DISTRICT** on behalf of Reedy Creek Emergency Services (each of which may be individually referred to as “**First Responder Agency**” or collectively referred to as “**First Responder Agencies**”). The Sheriff and the First Responder Agencies may be individually referred to as “party” or collectively referred to as “parties.”

**WHEREAS,** the parties to this Agreement are all governmental “First Responder Agencies” as defined in section 365.179, F.S. which includes each law enforcement agency, fire service agency, and each emergency medical services provider designated as a primary first responder for a service area within which a 911 public safety answering point (“**PSAP**”) receives 911 calls; and

**WHEREAS,** for the purposes of this Agreement, the relevant service area is that covering the territorial boundaries of Orange County, Florida (the “**Service Area**”); and

**WHEREAS,** the Sheriff, in collaboration with each First Responder Agency, is required to facilitate the development and execution of written interlocal agreements between all primary First Responder Agencies within the Service Area, 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 within their respective county, for whom the PSAP can

reasonably receive 911 communications, without having to transfer a 911 communication to another PSAP or dispatch center for dispatch.

**NOW THEREFORE**, the parties agree to the establishment the method of complying with this requirement.

1. Term. The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and shall be automatically renewable on a year-to-year basis.

2. Termination. The parties may withdraw from this Agreement upon sixty (60) days prior written notice to all other participants. By executing this Agreement, the parties individually acknowledge that they shall become out of compliance with section 365.179, F.S should they withdraw from, or in any way terminate, this Agreement.

3. Policy. The First Responder Agencies located within Orange County, Florida will:

- a. facilitate the development and execution of written interlocal agreements between all primary first responder agencies within the county.
- b. 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.
- c. 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.

4. Non-PSAP First Responder Agencies. First Responder Agencies within Orange County have a variety of dispatch and service arrangements. The following Parties to this Agreement are First Responder Agencies but are not PSAPs. These agencies receive dispatch and 911 services from other local law enforcement agencies. These Non-PSAP agencies will be parties to this Agreement but will rely on the agencies that provide dispatch and 911 services to them to comply with the requirements of Chp. 365, F.S. These are subject to change based upon the contractual arrangements between the parties and include but are not limited to the following:

The agencies listed below certify that – at the time of entering into this Agreement they are providing dispatch and 911 services to the following Orange County first responder agencies:

- a. Winter Garden Police Department provides 911 services to the Ocoee Police Department;
- b. Winter Garden Police Department provides 911 services to the Windermere Police Department;
- c. Winter Garden Police Department provides 911 services to Oakland Police Department;

- d. Apopka Police Department provides 911 services to the Eatonville Police Department;
- e. Apopka Police Department provides 911 services to the Maitland Police Department;
- f. Orange County Sheriff's Office provides 911 services to Belle Isle Police Department;
- g. Orange County Sheriff's Office provides 911 services to Edgewood Police Department;
- h. Orange County Fire Rescue provides 911 services to Ocoee Fire Department;
- i. Orange County Fire Rescue provides 911 services to Maitland Fire Department; and
- j. Orange County Fire Rescue provides 911 services to Winter Garden;

At the time of entering into this Agreement, Orange County Fire Rescue provides first responder services including 911 calls and fire service response to the following local public safety agencies:

- a. City of Belle Isle;
- b. Town of Eatonville;
- c. City of Edgewood;
- d. City of Oakland; and
- e. University of Central Florida; Main Campus and I-Drive location.

The Orlando Fire Department provides first responder services including dispatch, 911 calls and fire service response to the following local agency;

- a. University of Central Florida; Lake Nona location and Downtown Orlando location.

The Orange County Sheriff's Office provides first responder services for law enforcement response including 911 to the following local agency;

- a. Reedy Creek

At the time of entering into this Agreement, the Ocoee Fire Department provides first responder services for fire service response to the following local public safety agency:

- a. Town of Windermere.

5. At the time of entering into this Agreement, the School Board of Orange County is provided dispatch, 911 services, and fire services by the First Responding Agency responsible for providing such services for the jurisdiction within which the School Board of Orange County's relevant property is located.

6. Should any information provided in provisions 4 and 5 above change, the First Responder Agencies involved in such change shall notify the Sheriff's Office in writing of such change. Such changes shall not require an amendment to this Agreement.

7. 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 responder's service areas where the PSAP cannot reasonably receive 911 calls.

8. Each PSAP shall provide written confirmation to the Sheriff that they are currently able, through their existing technology, to immediately broadcast public safety information over the primary radio dispatch channels of each first responder within the Service Area. If they are not currently able to meet this requirement, they shall provide a detailed explanation of how they intend to comply and the time frame in which they anticipate coming into compliance. These confirmations or explanations of non-conformance shall take the form attached to this Agreement as “**Attachment A**” and shall, once completed and executed, become attachments to this Agreement.

9. 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. These may include but are not limited to:

- a. biological, chemical or radiological emergencies that could harm the public’s health;
- b. weather or natural emergencies;
- c. acts of terrorism;
- d. mass casualty events including active shooters.

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

11. 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. Any such request shall be in writing and signed by the parties.

12. 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. The parties to this Agreement shall engage in periodic radio testing and each agency shall coordinate exercises to ensure the system is functioning and all their parties maintain proficiency in their respective roles.

13. Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

14. Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of sovereign immunity or the protections and provisions of section 768.28, F.S., by any state agency or subdivision, as defined in section 728.28(2), F.S., that is a party to this Agreement.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the Sheriff, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

16. Each signatory below represents and warrants that they are duly authorized by their respective party to bind that party to the terms and obligations of this Agreement.

17. This Agreement shall not be amended except in writing and executed by the parties.

18. This Agreement will become effective upon each party on the date of execution by such party and the Sheriff.

**[ SIGNATURE PAGES TO FOLLOW ]**

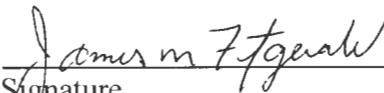
**ATTACHMENT A**

Written Confirmation of Conformance (or Explanation of Non-Conformance)

**First Responder Agency: Orange County Fire Rescue Department**  
(Agency Name)

Please select and fill out the appropriate statement below.

- Statement Option One:** The undersigned hereby confirms that the agency on whose behalf they are executing this Agreement is a PSAP and is currently able, through existing technology, to immediately broadcast public safety information over the primary radio dispatch channels of each first responder within the Service Area.
- Statement Option Two:** The undersigned hereby confirms that the agency on whose behalf they are executing this Agreement is a PSAP and is NOT currently able, through existing technology, to immediately broadcast public safety information over the primary radio dispatch channels of each first responder within the Service Area. The Undersigned shall attach a detailed explanation of how the agency intends to comply and the time frame in which compliance will be completed.
- Statement Option Three:** The undersigned hereby confirms that the agency on whose behalf they are executing this Agreement is a “First Responder Agency,” as provided in s. 365.179(1)(a), F.S but is not a PSAP as provided in s. 365.179(1)(b), F.S. The agency receives 911 and dispatching services through another PSAP which is a party to this Agreement.

  
\_\_\_\_\_  
Signature

James M. Fitzgerald  
\_\_\_\_\_  
Print Name

Fire Chief  
\_\_\_\_\_  
Official Title

11/22/19  
\_\_\_\_\_  
Date

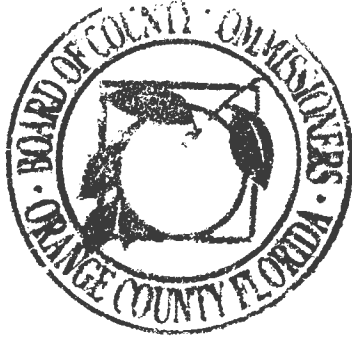
Currently the agencies below operate on one common radio system in Orange County. If the agency below maintains a 911 PSAP, they have the ability for direct radio contact with primary dispatcher centers once the talk-groups are programmed in their respective radio dispatch consoles.

- Orange County Sheriff's Dispatch
- Orange County Fire Rescue
- City of Orlando Police
- City of Orlando Fire
- Winter Park Police
- Winter Park Fire
- Winter Garden Police
- Winter Garden Fire
- Orange County Public Schools Police
- UCF Police
- GOAA
- City of Ocoee PD and FD
- Town of Windermere PD
- City of Belle Isle PD
- City Edgewood PD
- Town of Oakland PD

Orange County Information Systems and Services - Radio Services, has issued a Delivery Order (D.O.) to a vendor to install electronics connecting the Apopka and Reedy Creek radio systems to the Orange County radio system. The vendor has assigned a project manager but hasn't provided a delivery date of equipment yet. Once installed the agencies above will be able to program Apopka PD/FD, Maitland PD, Eatonville PD, and Reedy Creeks primary talk-groups in to their PSAP radio dispatch consoles. Once this is complete all agencies on the County radio system will have access to the designated 33 "primary" talk-groups for law and fire used in Orange County.



IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials, as of the day and year set forth below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Bryann B. Brooks*  
for Jerry L. Demings  
Orange County Mayor

Date: 17 Dec 19

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Craig A. Stopyra*  
for Deputy Clerk

Date: DEC 17 2019