

**RECIPROCAL AGREEMENT BETWEEN
SEMINOLE COUNTY SHERIFF'S OFFICE AND SEMINOLE COUNTY
CONCERNING 911 DISPATCH/OPERATOR TELECOMMUNICATOR
CARDIOPULMONARY RESUSCITATION TRAINING**

THIS RECIPROCAL AGREEMENT ("Agreement) is made and entered by and between DENNIS M. LEMMA, Seminole County Sheriff's Office, hereinafter referred to as "SHERIFF", a Constitutional Officer of the political subdivision of Seminole County, Florida, whose address is 100 Eslinger Way, Sanford, FL 32773, and **SEMINOLE COUNTY**, hereinafter referred to as "COUNTY", whose address is 1101 East 1st Street, Sanford, Florida, 32771.

WITNESSETH:

WHEREAS, the SHERIFF operates a 911 public safety telecommunicator center that provides 911 public safety services for law enforcement in Seminole County; and

WHEREAS, the SHERIFF'S 911 public safety telecommunicator center is staffed by 911 public safety telecommunicators, who are public safety dispatchers or 911 operators whose duties and responsibilities include the answering, receiving, transferring, and dispatching functions related to 911 calls; dispatching law enforcement officers, and other public safety services to the scene of an emergency; providing real-time information from federal, state, and local crime databases; or supervising or serving as the command officer to a person or persons having such duties and responsibilities; and

WHEREAS, the COUNTY, coordinates the Seminole County Fire Department, which operates a 911 public safety telecommunicator center that provides 911 public safety services for fire and medical services in Seminole County; and

WHEREAS, Section 401.465(3), Florida Statutes (2023), authorizes public safety agencies that receive or dispatch telephone calls for emergency medical conditions to enter into a reciprocal agreement with each other if the agency accepting the telephone calls employ 911 public

safety telecommunicators that have completed telecommunicator cardiopulmonary resuscitation training pursuant to Section 401.465(3)(a), Florida Statutes (2023); and

WHEREAS, the COUNTY'S 911 public safety telecommunicator center is staffed by 911 public safety telecommunicators, who are public safety dispatchers or 911 operators whose duties and responsibilities include the answering, receiving, transferring, and dispatching functions related to 911 calls; dispatching fire rescue services, emergency medical services, and other public safety services to the scene of an emergency; providing real-time information from federal, state, and local crime databases; or supervising or serving as the command officer to a person or persons having such duties and responsibilities; and

WHEREAS, Section 401.465(3)(a), Florida Statutes (2023) provides that in addition to the certification and recertification requirements in this section, 911 public safety telecommunicators who answer telephone calls and provide dispatch functions for emergency medical conditions must complete telecommunicator cardiopulmonary resuscitation training every 2 years; and

WHEREAS, the COUNTY's 911 public safety telecommunicators have received telecommunicator cardiopulmonary resuscitation training and will continue to do so every 2 years; and

WHEREAS, the SHERIFF does not dispatch calls for emergency medical conditions, therefore the SHERIFF's 911 public safety telecommunicators are not trained in telecommunicator cardiopulmonary resuscitation, and need to transfer any calls for emergency medical conditions to the COUNTY, pursuant to Section 401.465(3), Florida Statutes (2023).

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the parties agree as follows:

Section 1. Effective Date and Term. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties. The term of this Agreement shall be from the effective date until such time as either party desires to end the Agreement. Either party may terminate this Agreement upon sixty (60) days notice to the other party according to Section 10 below.

Section 2. Purpose. The purpose of this Agreement to establish terms and conditions under which the COUNTY shall provide SHERIFF with a dedicated phone line, or call center that will be accepting the telephone calls transferred from SHERIFF , and such phone line or call center employs 911 public safety telecommunicators who have completed telecommunicator cardiopulmonary resuscitation training pursuant to Section 401.465(3)(a), Florida Statutes or an equivalent training that includes the requirements of this statute. "Telecommunicator cardiopulmonary resuscitation training" means specific training, including continuous education, that is evidence-based and contains nationally accepted guidelines for high-quality telecommunicator cardiopulmonary resuscitation with the recognition of out-of-hospital cardiac arrest over the telephone and the delivery of telephonic instructions for treating cardiac arrest and performing compression-only cardiopulmonary resuscitation.

Section 3. Cooperation. It is agreed that both parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate the terms of this Agreement.

Section 4. Basic Services.

- (1) COUNTY agrees to:
 - (a) Provide a dedicated phone line or call center which the SHERIFF can transfer emergency medical calls received on SHERIFF'S 911 public safety telecommunicator

center, so that the COUNTY'S 911 public safety telecommunicator center and public safety telecommunicators can provide telephonic assistance in administering cardiopulmonary resuscitation, when appropriate.

(b) Require that COUNTY 911 public safety telecommunicators obtain telecommunicator cardiopulmonary resuscitation training every 2 years.

(c) Ensure that COUNTY has enough public safety telecommunicators to receive calls requiring assistance with cardiopulmonary resuscitation that are transferred to the COUNTY from the SHERIFF'S 911 public safety telecommunicator center.

(2) The SHERIFF agrees to:

(a) Identify calls received on SHERIFF'S 911 public safety telecommunicator center in which callers will need emergency medical assistance and transfer those calls to the COUNTY'S 911 public safety telecommunicator center and public safety telecommunicators so that they can provide telephonic assistance in administering cardiopulmonary resuscitation, when appropriate.

Section 5. Designated Representative.

(a) The COUNTY designates Emergency Communications Program Manager II or their designated representative, to represent the COUNTY in all matters pertaining to and arising from this Agreement .

(b) The SHERIFF designates his Communications Director or his/her designated representative, to represent the SHERIFF in all matters pertaining to and arising from this Agreement.

Section 6. Compensation and Payment. The COUNTY agrees to provide services as set forth in this Agreement to SHERIFF at no cost.

Section 7. Indemnification. Each party to this Agreement, its officers, employees and agents do not assume and specifically disclaim any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, arising from or related to this Agreement except as otherwise provided by this Agreement or any other agreement between the parties. Each party shall be responsible for the actions or omissions of its own employees.

Section 8. Employee Status. Persons employed by SHERIFF in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SHERIFF, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to SHERIFF's officers and employees either by operation of law or by SHERIFF.

Section 9. Dispute Resolution

(a) The SHERIFF'S designee, Chief Lisa Spriggs and COUNTY'S designee, County Manager Darren Gray, shall resolve disputes that may arise between the parties.

(b) Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Bar Certified Circuit Court Civil

Mediator for mediation, within sixty (60) days following the date of this notice. The parties agree that, in the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida which is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

Section 10. Notices. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person(s) hereinafter designated, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this section:

For SHERIFF:

Chief Lisa Spriggs
Seminole County Sheriff's Office
100 Eslinger Way.
Sanford, FL 32773



For COUNTY:

County Manager Darren Gray
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

Section 11. Governing Law. The laws of the State of Florida govern the validity, enforcement and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

Section 12. Parties Bound. This Agreement is binding upon and inures to the benefit of SHERIFF and COUNTY, and their successors and assigns.

Section 13. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2016), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2016), as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 14. Entire Agreement



(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing, approved by the respective parties and duly executed on behalf of each party as set forth herein.

Section 15. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement which can be given

effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 16. Public Records Law.

(a) SHERIFF and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time, to release public records to members of the public upon request. SHERIFF and COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

Section 17. Counter Parts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 18. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 19. Termination. This Agreement may be terminated for reasons of enforcement or convenience or other good cause by COUNTY or SHERIFF. Notice of termination must be delivered to other party as provided for in this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:

SEMINOLE COUNTY SHERIFF'S OFFICE

Drita Lucaj
Signature

By: Dennis M. Lemma
DENNIS M. LEMMA, Sheriff

Drita Lucaj
Print Name

Date: July 25, 2024

Maria Burwell
Signature

Maria Burwell
Print Name

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:



GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

NJB/kly
7/3/24
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