

AGREEMENT FOR DISPATCHING SERVICES

City of Belle Isle

This AGREEMENT (“Agreement”) is entered into by and between the City of Belle Isle, Florida, a municipal corporation existing under the laws of the State of Florida (referred to as “City”) and John W. Mina, as Sheriff of Orange County, a Constitutional Officer of the State of Florida (referred to as “the Sheriff”).

The Sheriff maintains an around-the-clock Communications Center which provides 911 call taking and dispatching services for the Orange County Sheriff’s Office; and

The police department for the City requires dispatching services; and

The Sheriff is willing to provide dispatching services to the City.

THEREFORE, the parties hereby agree as follows:

A. DEFINITIONS:

1. Base Cost – the minimum cost for communications services for any city during each fiscal year which includes a total of four- thousand (4000) Calls for Service for the fiscal year.
2. Base Services – a total of four-thousand (4000) Calls for Services during each fiscal year.
3. Calls for Service - all calls designated as the City’s, which come into the Orange County Communications Center, that are initiated within the City’s jurisdiction by either City’s employees or by citizens seeking assistance from within the City’s jurisdiction. These calls do not include any activity with an Orange County Sheriff’s Office designator for activity occurring within the City’s jurisdiction. Only the

primary unit's call will be counted and additional responding units will not be counted as additional calls for service.

4. Cap – the maximum cost for communications services provided to any city for a fiscal year.
5. Excess Calls for Service – Calls for Service in excess of those provided by the Base Services/Base Cost.
6. Fiscal Year - the period of time beginning October 1st of each year and ending September 30th of the following year.
7. Per Call Fee – the cost of each Call for Service for calls in excess of those provided in the Base Services.
8. Call for Service Report – report that shows officer activity provided to City weekly to monitor the weekly and fiscal year call count.

B. SERVICES TO BE PROVIDED BY THE SHERIFF:

The Sheriff agrees to:

1. Provide all police dispatching services required within the corporate limits of City's jurisdiction. Calls for such services are to be directed to telephone numbers provided by the Sheriff, in addition to 911 calls, and the Sheriff will dispatch City's police units in response to such calls.
2. Provide necessary instruction and training in the proper use of radios and other communications equipment utilized by the parties.
3. Maintain an appropriate means of identifying Calls for Service generated within the City's jurisdiction.

4. Keep adequate records, including the assignment of appropriate case/event numbers, in regard to the handling of calls for the City.
5. Agree to provide City with access 24 hours a day, 7 days a week, in accordance with state and federal laws and regulations and with various contractual agreements, to information contained in the Florida Crime Information Center System (FCIC), National Crime Information Center System (NCIC), National Law Enforcement Telecommunications System (NLETS), other state and national criminal justice information systems, motor vehicle registry, driver license registry, boat registry, and administrative information systems as required to perform their law enforcement functions. The City's access shall be as a Licensee as provided in accordance with the requirements contained in **Attachment A**, Conditions for Access, which is incorporated herein by reference. City shall agree to all terms and conditions in **Attachment A** and shall provide one or more Liaison names in **Attachment A** section 1.e.
6. Provide programming changes to the City's equipment to the extent such is available through the Sheriff's Office to ensure it remains functional and can interface with the Sheriff's Communication Center.
7. Provide a weekly Call for Service Report to designee within City's agency

C. CITY'S RIGHTS AND RESPONSIBILITIES:

The CITY agrees to:

1. Comply with the procedures and policies implemented by the Sheriff for the use of radios and for coordination of dispatching efforts under this Agreement.

2. Provide adequate radio equipment compatible with radio equipment utilized by the Sheriff for use by City's police units.
3. Supply the Sheriff's Communications Section with a list of persons who are authorized to direct the dispatching of police units for City's agency.

D. MUTUAL COOPERATION AND INDEMNIFICATION:

1. The Sheriff agrees, based upon the availability of resources, to dispatch the Sheriff's units into the City's jurisdiction when:
 - a. A felony-in-progress or life-threatening situation is reported, and
 - b. A unit from City's agency is unable to respond. Sheriff's units that have been so dispatched will do what is necessary upon arrival on the scene to assume control of the situation until the City's agents arrive and are able to assume control.

E. MUTUAL AID

This agreement does not provide City's sworn law enforcement officers with any authority to take law enforcement action within Orange County other than that provided pursuant to any separate Mutual Aid Agreement in effect between the parties.

F. INDEMNIFICATION

The Sheriff and City do not assume any liability for the acts, omissions, or negligence of the other. To the extent permitted by section 768.28, Florida Statutes, each shall indemnify and hold the other harmless from all claims, damages, losses, and expenses arising out of or resulting from the performance of their respective operations under this Agreement.

G. TERM OF AGREEMENT & TERMINATION

1. The term of this Agreement shall begin October 1, 2024, and end September 30, 2025, regardless of date of execution; and may upon written agreement of the parties renew for two (2) additional terms of one year each.
2. Either party may terminate this Agreement for convenience by providing advance written notification to the other party, at least sixty (60) days prior to any termination. In the event of such a termination, payment will be made on a pro rata basis to the date of termination.

H. COMPENSATION

1. During the term of this Agreement, the cost to the City, for Base Services as defined herein, shall be as follows:

BASE SERVICES ANNUAL FEES	
Fiscal Year	Annual Fee
2024-2025	\$43,275.60.

2. The City shall pay the Base Services fees in four (4) equal installments payable each quarter in accordance with the schedule of fees listed below.

BASE SERVICES FEES AND QUARTERLY INSTALLMENT COST			
Fiscal Year	Annual Base Fee	Quarterly Payment	Quarterly Due Dates
2024-2025	\$43,275.60	\$10,818.90	October 1 January 1 April 1 July 1

3. If City exceeds the number of calls provided as part of the Base Services, the City shall pay the following per call fees as follows; up to the Cap.

Excess Fees / Per Call Fee in Excess of Base Services	
Fiscal Year	Per Call Fee
2024-2025	\$17.05

4. If at any point during the Fiscal Year, the City exceeds five-thousand six hundred ninety-two (5,692) calls for service, the Sheriff will invoice the City for the remaining amount to reach the Cap. Said payment shall be due and payable within thirty (30) days of City's receipt of the invoice.

Fees for Usage Above 5,692 Calls for Service	
Fiscal Year	Fee
2024-2025	\$28,850.39

5. If the City's calls for service exceed four-thousand (4000) calls for the fiscal year, and the total costs for all excess fees exceeds the Cap for the fiscal year, the City's total fees for the fiscal year shall be capped as follows:

Annual Fee Caps	
Fiscal Year	Annual Fee Cap
2024-2025	\$72,125.99

I. MISCELLANEOUS PROVISIONS

1. The services called for in this Agreement do not include telephone complaint report writing or walk-in complaint handling by the Sheriff.

2. The following individuals are hereby appointed by the respective parties to address and resolve any questions or complaints regarding matters covered under this Agreement.

ORANGE COUNTY SHERIFF'S OFFICE
2500 W. Colonial Drive
Orlando, FL 32804

Director, Emergency Communications
Manager, Research and Development

CITY
City of Belle Isle
Travis Grimm, Chief of Police
1600 Nela Ave.
Belle Isle, FL 32809

If the persons identified above cannot resolve the issue it will be forwarded to the Chief of Police and the Sheriff for further action.

3. All amendments to this Agreement shall be in writing and signed by all parties.
4. This written Agreement supersedes all previous agreements between the parties and is the total and complete agreement between the parties.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement on the date indicated below.

[Balance of page intentionally left blank.]

Signature page to follow.]

CITY OF BELLE ISLE

SHERIFF OF ORANGE COUNTY

By: _____
Mayor, Nicholas Fouraker

By: _____
John W. Mina, Sheriff

Date: _____

Date: 2.7.25

ATTEST BY:

Approved as to the form and legality, this 5
day of February, 2025, for reliance of
the Sheriff of Orange County, ONLY.

City Clerk

Assistant General Counsel

Conditions for Access

1. Technology considerations

- a. The Orange County Sheriff's Office ("OCSO") will notify the City ("Licensee") of the licenses and software that are needed to operate on OCSO system. The Licensee shall be responsible for ensuring that they have purchased or otherwise possess the legal right to utilize any such licenses or software. Should OCSO be required to pay any additional fees as a result of the Licensee's access or use of OCSO systems in accordance with these Conditions for Access ("Conditions"), the Licensee shall reimburse OCSO within thirty (30) days of OCSO providing Licensee with notice. Any licenses, costs, hardware or software identified by OCSO shall be listed in paragraph 5 of these Conditions. Licensee understands that said costs shall be borne by them.
- b. The Licensee acknowledges that OCSO is not responsible for and shall be immune from liability for any adverse impacts to Licensee's systems or data as a result of its connecting to OCSO system, whether or not known. This shall include but not be limited to interruptions in service, malware and third-party intrusions into Licensee's systems.
- c. The Sheriff does not guarantee or warrant any defined level of service will be provided to Licensee. The service levels and other terms and conditions relating to access shall be defined by the Agreement. Access, services and hours of operation provided to Licensee shall never exceed those that are currently available to OCSO employees and staff.
- d. Any access to OCSO systems will use OCSO's current connections and technology. Any costs needed to allow access for the Licensee shall be the responsibility of Licensee. This includes but is not limited to:
 - i. Licenses for any software accessed or needed by Licensee, either at the time of execution of the Agreement or in the future.
 - ii. Any costs incurred by OCSO in providing connectivity to Licensee, including but not limited to VPN costs.
 - iii. Hardware and software needed by Licensee to access or operate within OCSO's system, including but not limited to radios and laptops.
- e. The Licensee will designate at least one and no more than two employees who shall be the liaison and point of contact for the Licensee who have the requisite technical and law enforcement knowledge to make decisions on behalf of the Licensee in the development and maintenance of any such interface. All communication about service outages, changes, and support will be addressed through the liaisons. Licensee shall not permit non-liaison personnel to contact OCSO about these services. Licensee shall notify OCSO within 24 hours of any changes in Liaison personnel.

Liaison Name and email address: _____

Additional optional Liaisons: _____

- f. The Licensee will provide and maintain a network diagram and list of systems and devices including operating systems and applications installed on systems that access OCSO resources. These documents will be provided to OCSO on request. Licensee shall notify OCSO within 24 hours of any changes in to the network diagram
- g. All support needed to maintain the Licensee's connectivity shall be provided by Licensee's personnel. In the event that there is an interruption in service to Licensee, OCSO will verify that connectivity from OCSO to the Licensee is operational and that the system is accessible within OCSO. Any functions needed beyond that shall be the sole responsibility of Licensee. OCSO may provide documentation to setup, configure and install systems to access OCSO system but will not create Licensee specific documentation.
- h. Licensee shall ensure that any personnel who have previously been employed by OCSO or who have access to OCSO systems shall restrict their access to that provided to Licensee. Licensee shall immediately notify OCSO should it become aware that any employee or agent of Licensee has obtained access to OCSO's systems beyond the limits of the Agreement.
- i. The Licensee shall notify OCSO within 24 hours of any:
 - i. Computer incident where unauthorized access has been identified.
 - ii. Changes in users authorized to access system(s).
 - iii. Any other incidents which are not in compliance with CJIS protocols and regulations.
 - iv. Changes to the Licensee's environment.

2. Legal Requirements

- a. The Licensee must have a valid Criminal Justice Information Systems (CJIS) User Agreement with OCSO in place prior to the implementation of any access.
- b. Licensee agrees that records maintained or stored by them on OCSO system may be subject to disclosure in accordance with Ch. 119, F.S., commonly referred to as Florida's Public Record's Law. If OCSO receives a public records request for information stored in its system it may be obliged, in accordance with law, to permit the inspection or copying of these records. Any such disclosure shall be made in accordance with State law and OCSO's internal policies.
- c. The Licensee shall use any information or access solely for the purposes stated in the Agreement and for no other reason without expressed permission from OCSO.
- d. Nothing herein shall be construed to create a partnership, joint venture, or

agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

- e. Any of Licensee's personnel having access to OCSO network shall be subject to a background check and must be certified in accordance with CJIS Security Policy.

3. Warranty

In no event shall OCSO be liable for any indirect, incidental, special, or consequential damages including damages for loss of use, data or profit, arising out of or connected with the use of the software products, whether based on contract, tort, negligence, strict liability or otherwise, even if OCSO has been advised of the possibility of damages.

4. Hold Harmless

Both parties are government entities. Neither party waives any protection provided in s. 768.28, F.S. Each party shall be responsible for the acts, omissions, and conduct of their agents, offices and employees when accessing the OCSO network.

5. Attachments

In addition to any items already described herein, any additional documentation, software, hardware, or licenses required shall be attached hereto and listed below.

- i. Attachment 1: _____
- ii. Attachment 2: _____