

AGREEMENT FOR DISPATCHING SERVICES

City of Belle Isle

This 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 “Contractor”) and **Jerry L. Demings, as Sheriff of Orange County**, a Constitutional Officer of the State of Florida (referred to as “the **Sheriff**”).

WHEREAS, 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

WHEREAS, the police department for the Contractor requires dispatching services; and

WHEREAS, the Sheriff is willing to provide dispatching services to the Contractor; and

WHEREAS, the Sheriff contracted with an independent consultant who has calculated the cost to the Sheriff of providing communication services; and

WHEREAS, the Sheriff has recalculated the cost of providing communications services to local municipalities based upon the consultant’s recommendations.

NOW, THEREFORE, the parties hereby agree as follows:

A. DEFINITIONS:

1. Base Cost – the minimum cost for communications services for any CONTRACTOR 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 Contractor’s, which come into the Orange County Communications Center, that are initiated within the Contractor’s

jurisdiction by either Contractor's employees or by citizens seeking assistance from within the Contractor's jurisdiction. These calls do not include any activity with an Orange County Sheriff's Office designator for activity occurring within the Contractor'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 Contractor 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 Contractor 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 Contractor'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 Contractor'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 Contractor's jurisdiction.
4. Keep adequate records, including the assignment of appropriate case/event numbers, in regard to the handling of calls for the CONTRACTOR.
5. Agree to provide CONTRACTOR 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. Said access shall be provided in accordance with the requirements contained in **Attachment A**; which is incorporated herein by reference.
6. Provide programming changes to the Contractor'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 Contractor's agency

C. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:

The CONTRACTOR 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 Contractor'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 Contractor'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 Contractor's jurisdiction when:
 - a. A felony-in-progress or life-threatening situation is reported, and
 - b. A unit from Contractor'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 Contractor's agents arrive and are able to assume control.

E. MUTUAL AID

This agreement does not provide Contractor'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 Contractor do not assume any liability for the acts, omissions, or negligence of the other. To the extent permitted by Section 768.28, F.S., 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

1. The term of this Agreement shall begin October 1, 2015 and end September 30, 2016 and shall automatically renew for two (2) additional terms of one year and shall end September 30, 2018.
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 Contractor, for Base Services as defined herein, shall be as follows:

BASE SERVICES ANNUAL FEES	
Fiscal Year	Annual Fee
2015-2016	\$40,791.40
2016-2017	\$42,015.14
2017-2018	\$43,275.60.

2. The Contractor 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
2015-2016	\$40,791.40	\$10,197.85	October 1
2016-2017	\$42,015.14	\$10,503.79	January 1
2017-2018	\$43,275.60	\$10,818.90	April 1
			July 1

3. If a Contractor exceeds the number of calls provided as part of the Base Services, the Contractor 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
2015-2016	\$16.07
2016-2017	\$16.55
2017-2018	\$17.05

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

Fees for Usage Above 5,692 Calls for Service	
Fiscal Year	Fee
2015-2016	\$27,194.27
2016-2017	\$28,010.09
2017-2018	\$28,850.39

5. If the Contractor'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 Contractor's total fees for the fiscal year shall be capped as follows:

Annual Fee Caps	
Fiscal Year	Annual Fee Cap
2015-2016	\$67,985.67

2016-2017	\$70,025.23
2017-2018	\$72,125.99

I. MISCELLANEOUS PROVISIONS

1. It is understood that 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

Chief Deputy
Daniel Divine, Manager, Research and Development
Bryan Rintoul, Director, Emergency Communications

CONTRACTOR
City of Belle Isle
Richard Ring, 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.

CITY OF BELLE ISLE

By: 
Mayor, William G. Brooks

Date: 10/28/2015

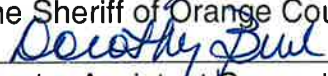
SHERIFF OF ORANGE COUNTY

By: 
Jerry L. Demings; Sheriff

Date: 9/3/15

ATTEST BY:


City Clerk

Approved as to the form and legality, this 31 day of August, 2015 for reliance of the Sheriff of Orange County, ONLY.

Senior Assistant General Counsel
Sheriff of Orange County, Florida