

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, in his official capacity 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.

The police department for the City requires dispatching services.

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. Annual Fee 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 in accordance with the applicable Orange County Sheriff's Office policies, national industry standards, Florida Administrative Code, and Florida Statutes. 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 use reasonable efforts 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. SOVEREIGN IMMUNITY

1. The Sheriff and City do not assume any liability for the acts, omissions, or negligence of the other. Nothing in this Agreement shall constitute a waiver of sovereign immunity or any other privilege, immunity or defense afforded by law by either the Sheriff or the City, including, but not limited to under Section 768.28, Florida Statutes. This Agreement is solely for the benefit of the parties hereto. No right, remedy, cause of action or claim shall accrue to the benefit of any third party

who is not one of the parties executing this Agreement.

2. **Contractual Cap on the Sheriff's Liability.** In addition to — and without waiving, reducing, or being subordinate to — the sovereign-immunity protections and tort-liability limits referenced in Section F, the Parties agree that the Sheriff's total, aggregate liability arising out of or relating to the Agreement on any claim or theory of recovery that is not subject to Section 768.28, Florida Statutes, including breach of contract, shall not exceed the sum of \$200,000 to any one person, or \$300,000 for all claims, when totaled with all other claims, arising out of the same incident or occurrence, mirroring the monetary limits stated in Section 768.28(5), Florida Statutes. This contractual cap is cumulative with, and does not increase or waive, the Sheriff's sovereign-immunity limits for claims in tort; in no event shall the Sheriff's combined liability for tort and non-tort claims arising out of the same incident or occurrence exceed the sum of \$200,000 to any one person or \$300,000 in the aggregate. In no event shall the Sheriff be liable for any special, incidental, indirect, consequential, exemplary, or punitive damages, for lost profits or revenues, or for prejudgment interest. Nothing in this Section F limits City's obligations or the Sheriff's rights and remedies against City.

G. TERM OF AGREEMENT & TERMINATION

1. Regardless of date of execution, the term of this Agreement shall begin October 1, 2025. The Agreement continues in effect and shall terminate in accordance with and upon any party's election of and compliance with the advanced written notice provision of section G.2.
2. Termination.
 - a. **Right to Terminate.** Either party may terminate this Agreement for any reason or no reason, at any time, by delivering written notice of termination to the other party in accordance with Section I.2 (Miscellaneous Provisions) (a "Termination Notice"). No cause, breach, or justification is required.

- b. **Effective Date.** The termination will take effect at 11:59 p.m. Eastern Time on the last day of the Fiscal Year in which the Termination Notice is given (the “Termination Effective Date”); provided, however, that if fewer than 180 days remain between the date the Termination Notice is given and the last day of that Fiscal Year, the Termination Effective Date will instead be 11:59 p.m. Eastern Time on the last day of the immediately following Fiscal Year. In no event will the Termination Effective Date occur fewer than 180 days after the date the Termination Notice is given.
- c. **Continuation Through Effective Date.** Notwithstanding the delivery of a Termination Notice, this Agreement remains in full force and effect, and each party will continue to perform all of its obligations under this Agreement, through and including the Termination Effective Date, as if no Termination Notice had been given.
- d. **Notice Requirements.** A Termination Notice is effective only if in writing, addressed to the receiving party at the address set forth in Section 1.2 (Miscellaneous Provisions), and delivered by (i) personal delivery, (ii) nationally recognized overnight courier, or (iii) certified or registered mail, return receipt requested, postage prepaid. A Termination Notice is deemed given: on the date of delivery, if personally delivered; on the next business day after deposit with the courier, if sent by overnight courier; or on the third business day after mailing, if sent by certified or registered mail. The Sheriff shall make available at no additional cost to the City or its successor provider for a period of up to sixty (60) days following the effective date of termination the following: the City’s Radio and 911 audio recordings and CAD call logs.

H. COMPENSATION

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

BASE SERVICES ANNUAL FEES	
Base Cost per Fiscal Year	\$43,275.60 for up to 4,000 calls (Base Services)

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

BASE COST QUARTERLY PAYMENT SCHEDULE			
Fiscal Year	Annual Base Cost	Quarterly Payment	Quarterly Due Dates
Each	\$43,275.60	\$10,818.90	October 1 January 1 April 1 July 1

3. Excess Calls for Service. If City exceeds the number of calls provided as part of the Base Services (4000), the City shall pay the following PerCall Fee as follows, but in no event shall fees in a fiscal year exceed the Annual Fee Cap. At the end of each fiscal year, the Sheriff will invoice the City for the cost of Excess Calls for Service, accompanied by a detailed Call for Service Report supporting the invoiced amount. The City shall have the right to review and dispute the call count within thirty (30) days of receipt. Payment shall be due and payable within forty five (45) days of City's receipt of the invoice, except for any disputed amounts, which shall be paid within fifteen (15) days of resolution of the dispute.

4.

Excess Fees / Per Call Fee in Excess of Base Services	
Per Call after the 4000th call	\$17.05

5. Annual Fee Cap. The City's total fees for the fiscal year (the combination of the Base Cost and the total fees for Excess Calls for Service) shall be capped at \$72,125.99, regardless of the total number of calls in the fiscal year.

Annual Fee Cap	
Annual Fee Cap	\$72,125.99
For the avoidance of doubt, mathematically all calls in a fiscal year after 5,692 nd call will result in no additional fees due from City in that fiscal year.	

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 receive any notices prescribed by this Agreement and to address and resolve any disputes, questions or complaints regarding matters covered under this Agreement.

ORANGE COUNTY SHERIFF'S OFFICE
2500 W. Colonial Drive
Orlando, FL 32804
Attn:
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. If the dispute remains unresolved within thirty (30) days of such escalation, either party may pursue any remedies available at law or in equity in a court of competent jurisdiction in Orange County, Florida. Each party shall bear their own costs of litigation.

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.
5. Both Parties shall comply with Florida law governing public records obligations.

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, Jason Carson

By: _____
John W. Mina, Sheriff

Date: _____

Date: _____

ATTEST BY:

Approved as to the form and legality, this ____
day of _____, 202____, for reliance
of the Sheriff of Orange County, ONLY.

City Clerk

Assistant or General Counsel

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