

AGREEMENT FOR LAW
ENFORCEMENT DISPATCH SERVICES

This Agreement for Law Enforcement Dispatch Services (hereinafter “AGREEMENT”) is made and entered into by and between Peyton C. Grinnell, as Sheriff of Lake County, Florida, (hereinafter “SHERIFF”) and The City of Eustis, a municipal corporation existing pursuant to the laws of the State of Florida, its successors and assigns through its City Council (hereinafter CITY) (collectively SHERIFF and the CITY being the “PARTIES”).

W I T N E S S E T H:

WHEREAS, the CITY has sought to maintain a high level of professional police telecommunication services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY recognizes the continued escalation of costs to the CITY for the provision of such services and wishes to continue to minimize the cost of government for the benefit of the citizens of the CITY; and

WHEREAS, the CITY desires to continue to maintain competent professional law enforcement dispatch services in conjunction and in harmony with its program of fiscal responsibility; and

WHEREAS, the CITY desires to contract with the SHERIFF for performance of law enforcement dispatch services within the corporate limits of the CITY; and

WHEREAS, the SHERIFF is willing to augment his telecommunications staff to provide such services to the Eustis Police Department and the citizens of Eustis; and

WHEREAS, having a desire to contract for such services upon the terms and conditions set forth within this AGREEMENT, the CITY authorizes the SHERIFF to render law enforcement dispatch services within the corporate limits of the CITY by the SHERIFF; and

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions and payments hereinafter contained, the PARTIES agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Law Enforcement Dispatch Services. The SHERIFF shall provide to the CITY, for the term indicated in this AGREEMENT, competent professional law enforcement dispatch services within and throughout the corporate limits of the CITY under the authority given the SHERIFF by the laws of the State of Florida, by providing police dispatch service each day of the year on a twenty-four (24) hour per day basis. The CITY agrees and understands (i) the

SHERIFF may or may not, in his sole discretion, provide a dedicated channel solely for the CITY'S law enforcement dispatch services and (ii) the SHERIFF may or may not, in his sole discretion, provide a channel for CITY's law enforcement dispatch services shared by and with other law enforcement agencies. Within five days after the effective date of this Agreement, the CITY shall establish its own phone line dedicated to and for after-hours issues not requiring law enforcement services including City building, right-of-way, and utility issues (i.e., power, water, and sewer disruptions in service) so that such persons calling SHERIFF dispatch can be provided with the same.

Section 3. Transition to Sheriff. No later than five (5) days after the effective date of this Agreement, the CITY shall notify its personnel of the move to SHERIFF and SHERIFF's representatives shall meet with the CITY's dispatch personnel to discuss potential employment with the SHERIFF. No later than five (5) days after the effective date of this Agreement, the CITY's dispatch consoles, and all other dispatch equipment shall be irrevocably conveyed and relocated to SHERIFF to use as SHERIFF deems appropriate in SHERIFF's sole discretion.

Section 4. Compensation. The CITY shall pay SHERIFF an initial one-time payment of eighty-five thousand dollars and no cents (\$85,000.00) within five days of the effective date of this Agreement. In addition, the CITY will pay SHERIFF an annual sum, paid on a quarterly basis, of two hundred eighty-three thousand one hundred forty dollars and no cents (\$283,140.00) for dispatching services provided pursuant to this AGREEMENT. Such compensation shall be invoiced by SHERIFF in equal quarterly installments of \$70,785.00 beginning February 1, 2024. Invoices shall be paid within fifteen (15) days of receipt. This amount is based on the Florida Legislature's Office of Economic and Demographic Research stated population for the CITY in 2022, of 23,595 at \$12 per person (23,595 x \$12 = \$283,140.00). The amount of compensation owed under the contract will be automatically adjusted on October 1, 2025. The amount of the automatic adjustment will be based on the Florida Legislature's Office of Economic and Demographic Research Office's published population estimate for the CITY on April 1, 2025, times \$12 per person.

Section 5. Potential Appointment of Personnel. The SHERIFF may, in his sole discretion, hire the CITY's dispatchers as employees of the SHERIFF to provide competent and professional services as he sees fit and proper. Should the SHERIFF decide to hire the CITY's dispatches as employees, the CITY shall not be required to assume any liability for direct payment

for any salaries, wages or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation or compensatory time, sick leave benefits, or any other amenities or employment to any personnel of the SHERIFF performing the services, duties and responsibilities pursuant to this AGREEMENT for the benefit of the CITY and its residents or any other liabilities whatsoever unless otherwise specifically provided herein. However, the CITY shall remain responsible for any and all damages, actions, suits, claims and demands of whatsoever kind made by or on behalf of any person or entity which are alleged to have arisen out of, in connection with, or by reason of all law enforcement services and administrative actions taken by the CITY Police Department or the CITY's dispatchers prior to SHERIFF hiring the dispatchers, should he elect to do so. This provision shall in no way be construed as being for the benefit of any third party or as a waiver of sovereign immunity on the part of the CITY.

Section 6. Performance of Services by SHERIFF. Beginning on February 1, 2024, the SHERIFF shall have and maintain the responsibility for the control and rendition of all law enforcement services, duties and responsibilities described and contemplated in this AGREEMENT.

Section 7. Sovereign Immunity. The PARTIES agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida, particularly with respect to Chapter 768, Florida Statutes. The PARTIES agree that the determination of the CITY for the SHERIFF to provide police dispatch services by this AGREEMENT is an exercise of the legislative planning function of the CITY and that at no time after the Sheriff employs the dispatchers shall the CITY exercise any specific operational control over the activities of any of the telecommunicators, their supervisors, deputy sheriffs or other personnel of the SHERIFF nor shall the CITY perform or undertake any acts that are over and above a planning level function with regard to the administration of law enforcement dispatch services within the CITY during the term of this AGREEMENT.

Section 8. Liability Insurance for Official Acts. Upon employment, the personnel appointed and employed by the SHERIFF shall be covered in all respects, as are other members of the SHERIFF'S office through the SHERIFF'S insurance.

Section 9. Term. This AGREEMENT shall take effect on February 1, 2024 (effective date of this agreement) and shall terminate at midnight on February 1, 2027. This AGREEMENT may be unilaterally terminated by the SHERIFF or by the CITY with or without

cause or reason so long as the effective date of termination is preceded by a one hundred and twenty (120) day written notice to the other party.

Section 10. Renegotiation. The PARTIES agree that if substantial change(s) occur during the term of this AGREEMENT the PARTIES may attempt in good faith to renegotiate the terms of this AGREEMENT, however, unless otherwise agreed to in writing, all terms stated in this AGREEMENT shall remain as stated herein.

Section 11. Term Extension. For and in consideration of the mutual benefits herein contained, the sufficiency of which is hereby acknowledged, the PARTIES agree the SHERIFF and the CITY may extend the term of this AGREEMENT subject to negotiations relative to the terms, conditions and consideration between the PARTIES. If the PARTIES elect to extend this AGREEMENT, it shall be reduced to writing with same formality and equal dignity as this AGREEMENT.

Section 12. Governing Law. This AGREEMENT and all of the rights and obligations of the PARTIES hereto shall be governed and construed according to the laws of the State of Florida. The PARTIES further agree that jurisdiction regarding the rights and obligations of either party under this AGREEMENT and any litigation resulting therefrom shall be exclusively in the Fifth Judicial Circuit in and for Lake County, Florida.

Section 13. Notices.

A. All notices, demands or other writings required to be given or made or sent pursuant to this AGREEMENT, or which may be given or made or sent by either party to the other, shall be deemed to have fully been given or made or sent when in writing and addressed as follows:

SHERIFF	CITY
Peyton C. Grinnell, Sheriff	Michael L. Holland, Mayor
Lake County Sheriff's Office	City of Eustis.
Attn: General Counsel	P.O. Drawer 68
360 West Ruby Street	Eustis, FL 32727
Tavares, FL 32778	

B. All notices required, or which may be given hereunder shall be considered properly given if: (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, or (3) sent by private overnight letter delivery

company. Any notice shall also be sent by email to the Mayor and the Sheriff's General Counsel.

- C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.
- D. The PARTIES may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in the manner designated for the filling of notice hereunder.

Section 14. Amendments. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document by the PARTIES with the same formality and of equal dignity of this AGREEMENT.

Section 15. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the PARTIES agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the PARTIES have made and executed this AGREEMENT on the respective dates under each signature. The CITY, by and through its Mayor, authorized to execute same on the ____ day of _____, 2023, and Peyton C. Grinnell, as Sheriff of Lake County, Florida.

CITY
On this ____ day of _____, 2023

SHERIFF
On this ____ day of _____, 2023

BY: _____
Michael L. Holland, as Mayor
of City of Eustis

BY: _____
Peyton C. Grinnell, as Sheriff
of Lake County, Florida

Attest:

_____, City _____