

MEMORANDUM

TO: Honorable Mayor Strickland and City Council Members
FROM: Herbert Hoffman Jr., Fire Chief
DATE: October 1, 2008
SUBJECT: Deltona Dispatch Services

STRATEGIC PLAN TRACKING NO: 0809-G4-OB-1

PURPOSE

To renew the 3 year Dispatch Services contract with the City of Deltona.

BACKGROUND

The City of Orange City has contracted Dispatch Services with the City of Deltona for five years. This began after the City of Orange City discontinued its dispatch service. The Orange City Fire Department has had an excellent working relationship with Deltona Communications. They have provided a professional, user friendly environment. We have every confidence that they will continue to provide highly trained dispatchers, current technology, and maintain sufficient staffing to handle multiple and complex incidents.

The existing contract expired on September 30, 2008, and service is being provided at a pro-rated monthly charge of \$3,583 per month while negotiating a new contract (attached).

RECOMMENDATION

It is my recommendation that the City of Orange City renew the Dispatch Service contract with the City of Deltona for the three year term.

RESOLUTION NO. 506-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ORANGE CITY AND THE CITY OF DELTONA FOR THE PROVISION OF FIRE AND RESCUE EMERGENCY DISPATCH SERVICES; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Orange City has contracted with the City of Deltona for the provision of fire and rescue emergency dispatch services for the past five years; and

WHEREAS, the City has been very pleased with the services provided by the City of Deltona; and

WHEREAS, the current agreement for said services expired on September 30, 2008 and services have been continued at a pro-rated monthly charge while negotiating a new contract; and

WHEREAS, it is the desire of the City to continue to contract with the City of Deltona for the provision of fire and rescue emergency dispatch services; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA:

SECTION 1. The City Council of the City of Orange City hereby approves the terms and conditions of the "Agreement for the Provision of Fire and Rescue Emergency Dispatch Services" attached hereto as Exhibit "A", and by this reference incorporated herein.

SECTION 2. AUTHORIZATION TO EXECUTE. The Interim City Manager is hereby authorized to execute the agreement as depicted in Exhibit "A".

SECTION 3: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. CONFLICTS. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution becomes effective immediately upon its adoption.

ROLL CALL VOTE AS FOLLOWS:

Tom Laputka	_____	Donald Sherrill	_____
Tom Abraham	_____	Donald Sandford	_____
Jeff Allebach, Vice Mayor	_____	Jim Mahoney	_____
Harley Strickland , Mayor	_____		

ADOPTED THIS _____ DAY OF _____, 2008.

ATTEST:

AUTHENTICATED:

Deborah J. Renner, CMC, City Clerk

Harley Strickland, Mayor

Approved as to form and legal sufficiency:

W. E. Reischmann, City Attorney

**AGREEMENT FOR THE PROVISION OF
FIRE AND RESCUE EMERGENCY DISPATCH SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Orange City, Florida, an incorporated municipality, (hereinafter referred to as “Orange City”), and the City of Deltona, (hereinafter referred to as “Deltona”)

WITNESSETH

WHEREAS, continuous twenty-four (24) hour per day fire and rescue emergency and non-emergency radio dispatch services in Orange City are vital to the protection of the health, welfare, and safety of its citizens; and

WHEREAS, Deltona now provides twenty-four (24) hour per day fire and rescue emergency dispatch services; and

WHEREAS, Deltona is willing to provide fire and rescue emergency dispatch services to the Orange City Fire Department if Orange City agrees to reimburse Deltona for costs applicable to and budgeted for said dispatching services; and

WHEREAS, it is the desire of Orange City that Deltona be the organization authorized to perform fire and rescue emergency radio dispatch services;

NOW, THEREFORE, for and in consideration of the mutual understanding and covenants set forth herein, the parties agree as follows:

I. DESCRIPTION OF SERVICES

Orange City and Deltona mutually agree that Deltona will manage and operate fire and rescue emergency and non-emergency radio and computer aided dispatch (CAD) communication services for Orange City. Such services shall include all the corporate limits of Orange City and other future areas of growth, which come within the jurisdiction of Orange City, as the same currently exists and as may be subsequently expanded through annexation. These services shall operate and be provided on a twenty-four (24) hour a day, seven (7) day a week basis. Deltona agrees to supply such services in an efficient, effective, and economical manner, that which is acceptable to Orange City.

II. **TERMS OF AGREEMENT**

A. TERM

This Agreement shall be for a period commencing on October 1, 2008 and shall terminate on September 30, 2011, unless earlier terminated or renewed as provided herein.

B. EARLY TERMINATION

This Agreement may be terminated by either party upon the following conditions:

AS TO DELTONA

Notice of intent to terminate shall be given in writing at least one (1) year (365 days) prior to the anniversary date of this Agreement or by September 30th of each year in effect. Such notice shall be delivered by Certified Mail, Return Receipt Requested, or in person.

AS TO ORANGE CITY

Notice of intent to terminate shall be given in writing at least one (1) year (365 days) prior to the anniversary date of this Agreement or by September 30th of each year in effect. Such notice shall be delivered by Certified Mail, Return Receipt Requested, or in person.

C. PAYMENT FOR SERVICES

Orange City hereby agrees to compensate Deltona for fire and rescue emergency and non-emergency services provided by Deltona as stated herein, the sum of \$42,978 annually, with an annual cost adjustment of seven percent (7%) to cover costs related to upgrades to the center and personnel, (October 1 through September 30) during the term of this Agreement.

Year One - \$42,978.00

Year Two - \$45,986.00

Year Three - \$49,205.00

Payments shall be made quarterly, in advance, within fifteen (15) working days following receipt of an invoice from Deltona. Checks shall be made payable to the City of Deltona annotated "Orange City Dispatch Service Agreement" and sent to the following address: City of Deltona, 2345 Providence Boulevard, Deltona, Florida 32725.

Deltona agrees to accept from Orange City the agreed upon compensation for fire and rescue emergency and non-emergency dispatch services as outlines in Section C.

RENEWAL

The term of this Agreement may be extended under the same terms and conditions then existing (except for Paragraph II C, which shall be negotiated by the parties in advance of the expiration of the Agreement term being extended), for additional three (3) years terms, by mutual agreement in writing by both parties. Notice of intent to renew shall be given in writing at least one (1) year (365 days) prior to the expiration of the Agreement or of any extension of the term thereof. If no agreement is reached six (6) months prior to expiration of the Agreement, or of any extension of the term thereof, the Agreement will be terminated on the expiration date of the then current term.

III. PERSONNEL/EQUIPMENT

A. DELTONA'S MANAGEMENT AND STAFFING RESPONSIBILITIES

Deltona shall furnish management, supervisory, technical, and operational personnel; as may reasonably be required to manage and operate the fire and rescue emergency and non-emergency radio communications system. Deltona shall be the employer of all personnel necessary to conduct fire and rescue emergency radio communications operations. It is further understood and agreed that all personnel assigned to perform duties under the terms and conditions of this Agreement are functioning at all times as employees of Deltona and are subject to supervision and regulations governed by the City of Deltona.

B. EQUIPMENT

All equipment purchased and utilized by Deltona in performance of this Agreement is and shall remain the property of Deltona, unless otherwise specified within this Agreement.

C. ORANGE CITY 'S RADIO MAINTENANCE OBLIGATIONS

Orange City shall be responsible for the maintenance of all radio communications equipment assigned to its personnel, such as mobile radios, portable radios, pagers, etc.

D. FIRE AND RESUCE EMERGENCY AND NON-EMERGENCY DISPATCH POLICIES AND PROCEDURES

1. Deltona shall provide fire and rescue emergency and non-emergency dispatching services as outlined in its present policies and procedures. Deltona shall provide necessary instruction and training in proper radio use when required, maintain numbered zones or reporting districts for identifying calls originating within Orange City, and keep adequate records pertaining to Orange City calls for service. Deltona shall not singularly change, alter, or delete any policy or procedure without communicating the changes and reasons thereto to Orange City.
2. Orange City agrees to observe instructions and procedures concerning the use of radios, to provide adequate radio equipment compatible with radio equipment utilized by Deltona, to notify Deltona in the event of a change in dispatching protocol initiated by Orange City, and to insure that fire and rescue emergency and non-emergency related telephone calls are properly forwarded to Deltona dispatching when Orange City's number is not operating.

E. REPORTS

Orange City and Deltona shall mutually agree upon the format and content of any reports required by either party pertaining to this Agreement. As a minimum, a quarterly report indicating response times and alarm volume shall be made available by Deltona.

F. COMMUNICATIONS COMPLAINTS

Orange City and Deltona shall provide a copy of each complaint received by each entity to the other entity concerning fire and rescue emergency and non-emergency communications services. It shall be the duty of either entity to ensure that appropriate action has been taken to remedy the cause of each complaint and report monthly on the explanation of the disposition of each complaint and action taken.

G. CONTRACTUAL OBLIGATIONS

No contractual agreements hereafter entered into by Deltona pertaining to fire and rescue emergency and non-emergency radio communications shall supersede or interfere with any of the obligations and responsibilities of the parties under this Agreement.

H. INSPECTION AND MONITORING OF COMMUNICATIONS SERVICES

Orange City shall have the right at any time, to inspect, examine, or monitor the operations of the radio communications center. The system shall include remote access for miscellaneous report retrieval as determined by Orange City within the parameters of the system.

I. OBLIGATIONS AND RESPONSIBILITIES

In the execution of the obligations and responsibilities inherent in this Agreement, Orange City and Deltona agree they shall have all reasonable and necessary cooperation and assistance from its officers, agents, and employees so as to cooperate with all the departments and agencies of local, state, and federal government having jurisdiction over the rendering of fire and rescue emergency and other communications services.

IV. **RESOLUTIONS OF DISPUTES**

Issues pertaining to quality of services unresolved through normal channels shall be resolved jointly by the City Managers of Orange City and Deltona, or their designees.

V. **INDEMNIFICATION**

Pursuant to 768.28 Florida Statutes, neither Deltona nor Orange City waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this

Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.

VI. 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 thereof, as well; as any previous agreements 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 and duly signed by the parties.

VII. NOTICES

All notices or other communications required by this Agreement shall be in writing and shall be deemed to be duly affected on the first business day after mailing by U.S. Registered or Certified Mail.

Whenever any party desires to give notice unto the other, notice may be sent to:

For City of Orange City

City Manager
205 E. Graves Avenue
Orange City, Florida 32763

For City of Deltona

City Manager
2345 Providence Blvd.
Deltona, Florida 32725

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in three (counterparts) for the purpose herein expressed.

ATTEST:

CITY OF ORANGE CITY:

Deborah J. Renner, CMC, City Clerk

John J. McCue, City Manager

Date

Date

ATTEST:

CITY OF DELTONA:

Joyce Kent, Deputy City Clerk

Faith G. Miller, Acting City Manager

Date

Date

Approved as to form and legality:

George Trovato, City Attorney

September 15, 2008

Herb Hoffman, Fire Chief
Orange City Fire Department
215 North Holly Ave
Orange City, Florida 32763

Chief Hoffman:

As you requested, below are the data of phone calls and alarms coming into our Communications Center and enhancements to our center since our relationship began in 2005.

- 9-1-1 received emergency alarms

Orange City Fire & Rescue	Deltona Fire & Rescue
2005 – 3,105	2005 – 7,804
2006 – 3,246	2006 – 8,344
2007 – 3,490	2007 – 8,130
2008 – 2,383 (to date)	2008 – 5,712 (to date)
2008 – 3,664 (Projected)	2008 – 8,112 (Projected)

- Non-emergency administrative in-coming calls
 - 2005 – 46,371
 - 2006 – 46,477
 - 2007 – 46,650
 - 2008 – 47,500 (Projected)

Enhancements over the past three years include:

- 2005
 - Additional 9-1-1 console
 - Additional 9-1-1 console allows for simultaneous radio & dispatching capabilities
 - Provides for redundancy in case of unexpected interruption

- 2006
 - Addition of Communications Manager
 - All Telecommunicators APCO certified in Emergency Medical Dispatch, CPR, Public Safety Telecommunicator I & Fire Service Communications.

- 2007
 - Increased staffing levels
 - Three personnel per shift (total) for additional phone and radio coverage
 - Third supervisor assigned to nights to ensure continuity and quality assurance
 - Bi-lingual (Spanish) Telecommunicator on each shift to meet the needs of citizens with limited English proficiency
 - Increased State Certified Emergency Medical Technicians from one to four
 - Increased emergency medical dispatch level

- Upgraded 9-1-1 Phone System
 - Conversion from Inter-Act 911 to Positron 911
 - Inter-Act Computer Aided Dispatch system
 - Instituted Telecommunicator Blue Card training & certification
 - Increased training level and testing of all aspects of the Telecommunicator's duties to include; multiple alarm events, firefighter mayday, fire ground personnel accountability to name some.
 - Coordinated reprogramming of all system radios to provide interoperability and continuity of operations between our agencies and other Volusia County fire departments.
- 2008
- Hydrant / 9-1-1 Mapping
 - Interface of hydrant water supply data to 9-1-1 GIS Database allowing for most current and accurate hydrant location. Past standard +/- 40 feet error margin now in the process of a +/- 3 feet error margin
- 2005 – present
- Providing off and after hours alpha paging for Orange City Public Works and Orange City Utilities

All of these enhancements were made to provide a more efficient and effective Communications Center for our citizens and at no additional cost to the taxpayers of Orange City.

As an additional intangible benefit, I believe the seamless communications between our agencies on fire and EMS incidents and the immediate availability of the status of our resources provides a better fire service for the Orange City and Deltona communities. As we also share many operational policies and procedures, our continued relationship in the receipt and dispatch of alarms provides interoperability that is not commonly shared between jurisdictions.

As in the past we appreciate the working relationship both agencies have and look forward to our future together.

Yours in Emergency Services,

David M. Faer
Assistant Chief of Communications

Memorandum

To: Chester Murray, City Manager
From: Herbert Hoffman Jr., Fire Chief
Date: October 1, 2008
Subject: Deltona Dispatch

I have collected the associated Deltona Dispatch Service documents for your review. As stated in my cover memo, we have received a very positive, professional service with Deltona. The communications interoperability between our agencies is seamless.

The current dispatch contract between our cities has expired September 30, 2008. We are currently on a pro-rated cost of \$3,583 per month while negotiating the new contract. During the previous 3 year contract, there should have been an annual cost adjustment consistent and in accordance with the consumer price index (CPI) to cover upgrades to equipment and personnel. This increase was never formulated into the contract fees for the previous 3 years. During this period, Deltona has made several improvements to their communications center.

2005

- Additional 9-1-1 console
- Additional 9-1-1 console allows for simultaneous radio & dispatching capabilities
- Provides for redundancy in case of unexpected interruption

2006

- Addition of Communications Manager
- All Tele-communicators APCO certified in Emergency Medical Dispatch, CPR, and Public Safety
- Tele-communicator I & Fire Service Communications.

2007

- Increased staffing levels
- Three personnel per shift (total) for additional phone and radio coverage
- Third supervisor assigned to nights to ensure continuity and quality assurance
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- Increased State Certified Emergency Medical Technicians from one to four
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Increased training level and testing of all aspects of the Tele-communicator's duties to include; multiple alarm events, firefighter mayday, fire ground personnel accountability to name some.

Coordinated reprogramming of all system radios to provide interoperability and continuity of operations between our agencies and other Volusia County fire departments.

2008

Hydrant / 9-1-1 Mapping

Interface of hydrant water supply data to 9-1-1 GIS Database allowing for most current and accurate hydrant location. Past standard +/- 40 feet error margin now in the process of a +/- 3 feet error margin

2005 –

Present providing off and after hours alpha paging for Orange City Public Works and Orange City Utilities

The current proposed contract has an initial cost of \$42, 978 with an annual cost adjustment of 7% to facilitate enhancements and personnel.

I have also received an estimate for Dispatch Services from County. I have not received any information from them regarding service or personnel enhancements to date. Robert Jones advised they (county) could provide dispatch for \$37,196 with an annual increase of 5%. I'm attempting to find out what if any similar enhancements are available at this cost, or if the annual cost would be increased for providing the same service level.

With the current information I have been able to acquire, and my past years experience with Deltona as a communications provider, and the level of service, I'm confident in my decision to recommend entering into another three year contract for dispatch services with the City of Deltona.

From: Jones, Robert [mailto:RJones@vcso.us]
Sent: Monday, September 15, 2008 1:43 PM
To: Herb Hoffman
Cc: Rick Beauregard; Lee, Bill; Bounds, Laura
Subject:

Chief Hoffman
Orange City Fire Department
Orange City, Florida

Chief,

At your request I have calculated a rate of \$37,196 as an annual contract rate for fire dispatch services. This rate would initially be for one year. After that it would fall into a three year cycle with a five percent annual increase and a true up increase in the third year if necessary. For example year one of the three year contract would begin at five percent above \$37,196 and so on. This rate was based on your calls for service compared with departments of similar size with similar calls for service. If you need any further information please contact Major Robert Jones at 736.5961.