

## MEMORANDUM

Council Agenda Item 2-A

**TO:** Honorable Mayor and City Council Members  
**FROM:** Jeffrey L. Baskoff, Police Chief  
**SUBJECT:** City of Orange City – Agreement for Dispatch Services  
**DATE:** July 22, 2009

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### **PURPOSE**

To have the City Council approve the 2009-2012 Agreement for the Provision of Police Dispatch Services between the City of Orange City and the County of Volusia.

### **BACKGROUND**

The current Police Dispatch Agreement between the City of Orange City and the County of Volusia expires on September 30, 2009. The current contract stipulates that annual increases cannot exceed 5% of the total costs of the services provided in the previous year, and does not allow for unforeseen cost increases as they occur; thus creating a “catch up” situation at the beginning of a new contract term.

### **RECOMMENDATION**

Staff recommends, following Council’s consideration of this request, the City Council direct the Mayor to execute the 2009-2012 Agreement on behalf of the City of Orange City.

**RESOLUTION NO. 557-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ORANGE CITY AND THE VOLUSIA COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF POLICE DISPATCH SERVICES; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Orange City has contracted with the Volusia County Sheriff's Office for police dispatch services since July 2002; and

**WHEREAS**, this relationship has been mutually beneficial for the citizens of the City of Orange City and the Volusia County Sheriff's Office; and

**WHEREAS**, the City wishes to continue this contractual arrangement with the Volusia County Sheriff's Office by executing an Interlocal Agreement extending the original agreement for a three-year period.

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

**SECTION 1.** That the City Manager is hereby authorized and directed to execute an "Agreement for the Provision of Police Dispatch Services" between the City of Orange City and the Volusia County Sheriff's Office.

**SECTION 2.** That the "Agreement for the Provision Police Dispatch Services" is attached and labeled "Exhibit A", and incorporated by reference herein with full force and effect.

**SECTION 3.** That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed.

**SECTION 4.** That this Resolution shall take effect immediately upon its adoption by the City Council of the City of Orange City, Florida.

**ROLL CALL VOTE AS FOLLOWS:**

Jim Mahoney	_____	Donald C. Sherrill	_____
R. Paul Rasch	_____	Tom Abraham	_____
Tom Laputka	_____	Jeff H. Allebach, Vice Mayor	_____
Harley Strickland, Mayor	_____		

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

ATTEST:

AUTHENTICATED:

\_\_\_\_\_  
Deborah J. Renner, City Clerk

\_\_\_\_\_  
Harley Strickland, Mayor

This Resolution approved  
as to form and legal sufficiency:

\_\_\_\_\_  
William Reischmann, City Attorney

Sheriff



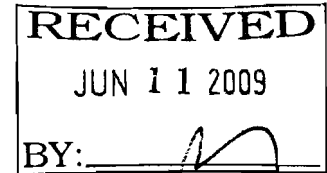
**Ben F. Johnson**

VOLUSIA COUNTY SHERIFF'S OFFICE

123 W. Indiana Avenue  
P.O. Box 569  
DeLand, FL 32721-0569

June 10, 2009

Chester Murray, City Manager  
City of Orange City  
205 East Graves Avenue  
Orange City, FL 32763



Dear Mr. Murray:

Attached for your review and approval is the 2009-2012 *Agreement for the Provision of Police Dispatch Services between the City of Orange City and the County of Volusia*. The current contract expires on September 30, 2009.

With the onset of a new three year contract cycle, the language and format of the Agreement were reviewed and standardized to ensure conformity and consistency among client agencies. The most notable change to the terms of the Agreement can be found in paragraph 2. The former contract language stipulated that annual increases could not "exceed 5% of the total costs of the services provided in the previous year." Instead of passing on actual increases as they occur, the 5% annual cap restricts the County of Volusia from recouping costs until the new contract base is established. This methodology, while controlling increases for two years creates a need to "catch-up" at the beginning of a new contract term.

The need to recoup costs as they occur is also stipulated in the final sentence of paragraph 2c that states, "However, in the event of unforeseen circumstances resulting in increased costs, cost for services may be increased after consulting with the City."

If you have any questions or concerns regarding the 2009-2012 Agreement, please contact Laura Bounds, VCSO Administrative Services Director at 386-736-5961.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben F. Johnson", with a long horizontal flourish extending to the right.

Ben F. Johnson  
Sheriff  
040L0226.09

**CITY OF ORANGE CITY AGREEMENT  
FOR THE PROVISION OF POLICE DISPATCH SERVICES**

This Agreement is made and entered into between the City of Orange City, hereinafter referred to as "City," the Volusia County Sheriff's Office, hereinafter referred to as "Sheriff," and the County of Volusia, hereinafter referred to as "County."

Witnesseth:

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

**WHEREAS**, the Sheriff now provides twenty-four (24) hour per day police and/or fire radio dispatch services to unincorporated Volusia County and the cities of Daytona Beach, Daytona Beach Shores, DeBary, DeLand, Deltona, Holly Hill, Lake Helen, Oak Hill, Ormond Beach, Pierson and South Daytona; and

**WHEREAS**, the County, acting through its Sheriff's Office, is willing to provide dispatching services to the Orange City Police Department if the City agrees to reimburse the County for costs applicable to and budgeted for said dispatching services within the Sheriff's annual budget.

Now, therefore, in consideration of the mutual understanding and covenants set forth herein, the parties agree as follows;

1.     **Description of Services**

The City hereby engages the County to manage and operate police emergency and non-emergency radio and computer assisted dispatch (CAD) communications services for the City. Such services shall include all corporate limits of the City and other future areas of growth which may come within the jurisdiction of the 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 days a week basis. The County, acting through its Sheriff's Office, agrees to supply such services in an efficient, effective, and economical manner.

2. **Terms of Agreement**

a. **Term.** The term of this Agreement is from October 1, 2009, through September 30, 2012, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

b. **Early Termination.** This Agreement may be terminated by any party, with or without cause, upon not less than one hundred eighty (180) days written notice delivered by certified mail, return receipt requested, or in person to the other parties. The effective date of any such termination shall be twelve o'clock p.m., September 30.

c. **Payment for Services.** The City agrees to compensate the County for all services provided hereunder by the County, acting through its Sheriff's Office, the sum of "One Hundred Eight Thousand Five Hundred Sixty One (\$108,561.00) Dollars" annually (October 1 through September 30), subject to any increases or decreases in the total cost of services, as set out herein.

Payments shall be made quarterly within thirty (30) working days following the receipt of an invoice from the County. Checks shall be made payable to the County of Volusia annotated "Orange City Dispatch Service Agreement" and sent to the following address: Volusia County Finance Department, Accounting Division, 123 West Indiana Avenue, DeLand, FL 32720.

The County, acting through its Sheriff's Office, may on October 1 of each year of this contract (2009, 2010 and 2011) request an increase in the total cost of the services by a figure that does not exceed the actual increase in the cost of the services provided. Costs for services shall not be deemed to include any costs associated with capital expenses, software

acquisition, or debt service incurred by or charged to the Sheriff's radio dispatch service. No later than May 1 of each year the Sheriff shall provide to the City the change, if any, in the cost of services. However, in the event of unforeseen circumstances resulting in increased costs, cost of services may be increased after consulting with the City.

d. Renewal of Contract. This Agreement shall automatically renew for successive three (3) year terms unless either party gives notice at least one hundred eighty (180) days prior to the renewal date of its intent not to renew.

3. Personnel/Equipment

a. Sheriff's Management and Staffing Responsibilities. The Sheriff shall furnish management, supervisory, technical and operational personnel as may reasonably be required to manage and operate the police radio communication system. The County shall be the employer of all personnel necessary to conduct 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 the County and as members of the Volusia County Sheriff's Office and are subject to supervision and regulations in addition to employment regulations governed by the Volusia County Merit System.

b. Equipment. All equipment purchased and utilized by the County and utilized by the Sheriff's Office in performance of this Agreement is and shall remain the property of Volusia County, unless otherwise specified within this Agreement.

The City agrees to provide, at its own cost, adequate radio and mobile data hardware compatible with the radio equipment utilized by the Sheriff and to observe instructions and procedures concerning the use of radios. The City shall be responsible for the maintenance of all City radio communications equipment assigned to City personnel, such as mobile radios, portable radios, pagers, etc.

c. Police Dispatch Policies and Procedures. The Sheriff shall provide police dispatching services as outlined in its present policies and procedures. The Sheriff shall provide necessary instruction and training in proper radio use when required, maintain a numbered zone or reporting district for identifying calls originating within the City, and keep adequate records pertaining to City calls for service. The Sheriff shall not change, alter, or delete any policy or procedures without communicating the changes and the reasons therefore to the City.

d. Communication Reports/Complaints. The City and the Sheriff's Support Services Division Commander shall mutually agree upon the format and content of any reports required by either party pertaining to this Agreement.

The Sheriff and City shall provide a copy of each complaint received by each entity concerning police communication services. It shall be the duty of either or both entities to assure that appropriate action has been taken to remedy the cause of each complaint and the outcome reported to the party affected.

e. Inspection and Monitoring of Communication Services. The City shall have the right with reasonable notice to inspect, examine, or monitor the operations of the radio communication center. This system shall include remote access for miscellaneous report retrieval as determined by the City and the Sheriff within the parameters of the system.

f. Obligations and Responsibilities. In the execution of the obligations and responsibilities inherent in this Agreement, the Sheriff and City agree they shall have all reasonable and necessary cooperation and assistance from the officers, agents, and employees of the other so as to facilitate this Agreement. Furthermore, the Sheriff and City agree to cooperate with all departments and agencies of local, state, and federal government having jurisdiction over the rendering of police and other communication services.

4. **Resolution of Disputes**

Issues pertaining to quality of services provided that are unresolved through normal channels shall be resolved jointly by the City Manager and the Sheriff or their designees.

5. **Indemnification**

Pursuant to Florida Statute 768.28, neither the County nor the City waive any defense of sovereign immunity nor 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.

6. **Entire Agreement**

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, as well as any previous agreements presently in effect between the parties relating to the subject matter.

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.

7. **Notices**

All notices or other communications required by this Agreement shall be in writing and shall be deemed to be effective on the first business day after mailing by U.S. registered or certified mail. Whenever any party desires to give notice to the other, notice shall be sent to:

For City of Orange City  
Chester Murray, City Manager  
205 East Graves Avenue  
Orange City, FL 32763

Copy to:  
Ben F. Johnson, Sheriff  
Post Office Box 569  
DeLand, FL 32721-0569

For County of Volusia

James T. Dinneen, County Manager  
County of Volusia  
123 West Indiana Avenue  
DeLand, FL 32720

**IN WITNESS WHEREOF**, the parties hereto have made and executed this agreement in three (3) counterparts for the purpose herein expressed.

**County of Volusia**

Attest:

\_\_\_\_\_  
By: Frank T. Bruno, Jr., County Chair

\_\_\_\_\_  
James T. Dinneen, County Manager

**City of Orange City**

\_\_\_\_\_  
Deborah J. Renner, CMC, City Clerk

\_\_\_\_\_  
By: Harley Strickland, Mayor