



FIRE RESCUE DEPARTMENT

OTTO DROZD, III

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APPROVED

BY ORANGE COUNTY BOARD

OF COUNTY COMMISSIONERS

OCT 21 2014 NP/KH

September 30, 2014

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

FROM: Otto Drozd III, Fire Chief
Fire Rescue Department

THROUGH: George A. Ralls, M.D., Acting Deputy County Administrator

CONTACT: David Rathbun, Division Chief, Planning & Technical Services
407-836-9019

SUBJECT: October 21, 2014 – Consent Agenda Item
Interlocal Agreement with the City of Ocoee
for Fire Dispatch Services

The Orange County Fire Rescue dispatch center currently processes more than 3,500 emergency calls each year for the City of Ocoee and has recently completed a three-year agreement for dispatch services. The new dispatch services agreement will be for a term of five years: October 1, 2014, through September 30, 2019. The City of Ocoee shall pay Orange County a prorated formula based on a percentage of calls handled in their corporate limits when compared to the other cities receiving dispatch services from Orange County.

ACTION REQUESTED: Approval of Interlocal Agreement for Dispatch Services between Orange County and the City of Ocoee, Florida.

c: Ajit Lalchandani, County Administrator

INTERLOCAL AGREEMENT FOR FIRE DISPATCH SERVICES
Between
ORANGE COUNTY, FLORIDA
And
CITY OF OCOEE, FLORIDA

THIS AGREEMENT is made and entered into, by and between **ORANGE COUNTY, FLORIDA** a charter county and political subdivision of the State of Florida ("County") and the **CITY OF OCOEE, FLORIDA** a municipal corporation organized and existing under the laws of the State of Florida ("City").

WITNESSETH:

WHEREAS, both the County and City provide fire and rescue services from fixed facilities which are geographically located to provide rapid response in case of emergency; and

WHEREAS, the County currently operates and maintains a modern emergency communications facility capable of receiving and dispatching fire and rescue units within City; and

WHEREAS, the parties hereto recognize that it is desirable to enter into this Agreement to provide superior fire communications services for the benefit of both agencies, more particularly described herein; and

WHEREAS, this Agreement is for the benefit of the general public and is authorized by and entered into pursuant to law.

NOW THEREFORE, in consideration of the mutual promises, terms and conditions contained herein and other good and valuable consideration, it is agreed by and between the County and City as follows:

Section 1. Purpose and Intent of the Agreement.

The purpose and intent of this Agreement is to outline the delivery of fire and rescue dispatch services through a coordinated system. More specifically, this Agreement outlines specific services and costs related to the provision of emergency communications between the County and City.

Section 2. Standard Services.

The County agrees to provide the following services to City:

- a. Answer 911 calls transferred from the City or third party for fire and Emergency Medical Service (EMS).
- b. Provide Emergency Medical Dispatch (EMD) pre-arrival medical instructions to callers needing aid, as well as categorizing EMS calls into nationally recognized severity levels.
- c. Receive and process incoming ten-digit telephone calls for emergency service, including notifications for automatic fire alarms, automatic aid and mutual aid.
- d. Provide dispatch alerting function to City fire department utilizing County fire station alerting system.
- e. Provide differential response patterns for the City, allowing the City to dictate the number and type of emergency units that should be deployed on each type of emergency call in their City or jurisdiction to which they provide service.
- f. Allow the City to utilize the County Mobile Data Computer (MDC) system and Automatic Vehicle Location (AVL) system.
- g. Provide automatic notification to chief officers of the City fire department using Computer Aided Dispatch (CAD) system paging program.
- h. Prepare up to six statistical reports on service delivery and performance for City units.
- i. Provide Monthly Data export of all activity involving City fire units.
- j. Provide copies of records and audio files as needed or requested.

- k. Appoint a designated liaison to work with the City on dispatch issues.
- l. Supervise all 911 functions, call taker and dispatcher assignments.
- m. Provide comprehensive quality assurance function of all aspects of the dispatch system.
- n. Attend regular meetings with the City to share information and provide feedback on dispatch services.
- o. Provide up to six automated statistical reports customized for the City
- p. Provide one Mobile Data Computer (MDC) license and associated maintenance cost for each front run emergency response vehicle which is coded to be dispatched by the CAD system.
- q. Provide 24 hour support of County approved Fire Station Alerting system hardware and associated components.

Section 3. Supplemental/Optional Services.

The City may elect, at any time during this Agreement, to purchase those supplemental services from the County that are listed in Attachment "A".

Services purchased under Attachment "A" are considered "services" and the County shall purchase and retain custody of all actual equipment and devices used to provide the service. Upon termination of this Agreement, the City shall not be entitled to any of the equipment or devices purchased by the County, unless otherwise negotiated and documented in the associated Memorandum of Understanding (MOU).

Section 4. Services Not Covered or Provided.

City agrees that the following services and fees are the responsibility of the City, except for any supplemental services purchased pursuant to Section 3 of this Agreement.

- a. New purchase of Fire Station Alerting equipment in each City fire station. *
* It is the intent of Orange County to replace the station alerting system currently being utilized during fiscal year 14/15 because it has reached its end of service life. A new station alerting system will also allow the opportunity to take advantage of newer technology to increase efficiency in the station alerting process and thereby reduce firefighter stress and firefighter turn-out times to emergency incidents. Orange County is committed to specifying a base system that has scalable options that will require the Cities to only purchase the base system. Each City will have the opportunity to fund the options, above the base system, it desires. Orange County will also place language in the RFP that requires that the proposed station alerting system must be capable of being used in conjunction with the current system until at least December 1, 2015. This will allow the cities to budget station alerting funds in fiscal year 15/16.
- b. Payment for dedicated dispatch circuit linking County dispatch center to each City fire station, for the purpose of installing a station alert printer or station mobile computer terminal, if desired.
- c. Lease cost for pagers and/or wireless phone devices to be carried by City fire and rescue personnel, which are coded to receive automatic alerts from the County CAD system.
- d. Purchase of MDC and AVL in-vehicle equipment and leased airtime.
- e. MDC software license and maintenance costs for City units (other than those which are provided in Section 2 of this agreement).
- f. Purchase of mobile and portable radios for use by City units.

Section 5. Term of Agreement and Termination.

This is a five-year Agreement for the provision of dispatch service, commencing with the start of the fiscal year on October 1, 2014 and terminating with the completion of the fiscal year ending September 30, 2019.

Either entity may elect to terminate this Agreement, with or without cause, by giving written notice to the other party using the timeframes identified below:

To Terminate Agreement in Fiscal Year
beginning:
October 1, 2015

Termination Notice Must be Sent
No Later Than:
January 31, 2015

October 1, 2016
October 1, 2017
October 1, 2018

January 31, 2016
January 31, 2017
January 31, 2018

Section 6. Compensation.

For Fiscal Year One of this Agreement (10/01/ 2014 – 9/30/ 2015), the City shall pay the County a sum estimated to be \$ **165,364.69** as compensation for the Standard Services listed in Section 2 of this Agreement.

The cost allocation for the remaining four (4) years of this Agreement shall be determined using the formula listed in Section 7.

Any additional services purchased under Section 3 of this Agreement will be added to the cost allocated to City.

The County shall invoice the City in October of each year for all dispatch services and optional services rendered during the contractual period of the prior fiscal year. City shall make payment within thirty (30) days of receipt of invoice or be subject to interest provided for under the Florida Prompt Payment Act.

Section 7. Standard Services Cost Formula.

The following formula shall be used to calculate the costs for services identified in Section 2 of this Agreement.

The formula for cost allocation shall be as follows: In October, the County shall total the number of calls for service occurring in the prior fiscal year for all cities receiving fire dispatch services from the County through an interlocal agreement (hereinafter defined as "Participating Cities"). A "call for service" is defined as an emergency or non-emergency request for fire or EMS response within the municipal limits of a city (or other jurisdiction to which the City provides service) which results in at least one fire, rescue, or EMS unit arriving on the scene of the incident.

The County shall calculate the percentage of municipal calls for all Participating Cities and apply that percentage to the cost for dispatcher salaries. For example, if City "A" had forty percent of the calls for service among all Participating Cities, then City "A" would pay forty percent of the dispatcher salaries. The dispatch system base cost shall be set in this Agreement to represent the contract cost for eight (8) dispatcher positions used in previous agreements for dispatch service. Each dispatcher position is currently allocated a cost of \$ **60,054**.

Total cost allocations for all currently Participating Cities are set at a cost not to exceed \$ **480,432** in year 1 of the agreement. These costs will be lowered if additional Participating Cities sign dispatch service agreements.

In years 2, 3, 4, and 5 of the Agreement the cost for Dispatch Services will be adjusted to match any cost changes in dispatcher salaries. The cost adjustment will be effective upon contract renewal on October 1st of years 2, 3, 4, and 5.

Fiscal Year 1 Dispatcher Cost	\$ 60,054
Fiscal Year 2 Dispatcher Cost	TBD
Fiscal Year 3 Dispatcher Cost	TBD
Fiscal Year 4 Dispatcher Cost	TBD
Fiscal Year 5 Dispatcher Cost	TBD

This formula would be recalculated to acknowledge the addition of other Participating Cities. Eight dispatcher positions shall be considered adequate staffing until the combined calls for service level in all Participating Cities exceeds twenty thousand (20,000) alarms. In this event, four additional dispatcher positions will be added for each increment of ten thousand calls for service being handled by the County on behalf of the Participating Cities.

All employees hired under this Agreement are employees of the County and it is not the intent of this Agreement to differentiate between employees assigned to perform County functions versus City functions.

Final cost calculations for the services are determined in October of each. The actual invoice for dispatch service will be sent in October of the following fiscal year in which service was rendered during the contractual period. Attachment "B" shows an example of how costs are allocated using this formula.

The County acknowledges that the City provides primary Fire and EMS services to the Town of Windermere via separate Interlocal Agreement, and as such the City shall be responsible for paying Windermere's percentage of dispatch costs as defined in this section and as detailed in Attachment B.

Section 8. User Advisory Committee.

A User Advisory Committee shall be formed, which will include a designated representative from County, Participating Cities, and those other entities that receive dispatch services from the County. This committee shall make recommendations regarding policy and operational procedures, as well as recommending standards of service and performance goals. The User Advisory Committee shall meet bi-annually, or upon the request of any member.

Section 9. Conflict Resolution.

The County intends to work closely with City to resolve any dispatch issues or service performance conflicts, which may arise out of this Agreement. Formal conflict resolution shall use the following procedure:

- Step 1. City's designated liaison shall discuss the issue with the County's Fire Communications designee, who shall provide a written response within three (3) business days.
- Step 2. If City is not satisfied with the response, the City may appeal the decision, within five (5) business days of receipt of the response, to the County's Division Chief of Planning & Technical Services who shall provide a written response within three (3) business days.
- Step 3. If City is not satisfied with the decision of the Division Chief of Planning & Technical Services, City may appeal within five (5) business days of receipt of the response, to the County Fire Chief who shall provide a written response in five (5) business days. The decision of the County Fire Chief shall be considered final.

Failure to adhere to the time period for appeal shall constitute waiver of any right to appeal.

Section 10. Implementation Plan.

Staff from County Fire Rescue and City Fire Rescue will negotiate and implement specific operational procedures and policies unique to City's operations.

Section 11. Amendments and Waivers.

This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the parties hereto. No failure by the parties to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or a future breach of any other covenant, agreement, term or condition. Any one the parties hereto, by notice, may waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, covenant or breach of any other party hereto. No waiver shall affect or alter this Agreement but every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent duty, obligation, covenant or breach thereof.

Section 12. Notices.

Any notice which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. facsimile device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Orange County:	Acting Deputy County Administrator George Ralls 201 South Rosalind Avenue Post Office Box 38 Orlando, Florida 32802 Telephone: 407-836-7370 Facsimile: 407-836-7395
Copy to:	Otto Drozd III, Fire Chief Fire Rescue Department 6590 Amory Court P.O. Box 5879 Winter Park, Florida 32793 Telephone: 407-836-9112 Facsimile: 407-836-9128
City:	Ocoee City Manager Robert Frank 150 North Lakeshore Drive Ocoee, FL 34761 Telephone: 407-905-3100 Facsimile: 407-656-5725
Copy to:	Tim Hoover Ocoee Fire Chief 563 South Bluford Avenue Ocoee, FL 34761 Telephone: 407-905-3140 Facsimile: 407-905-3129

Section 13. Disclaimer of Third Party Beneficiaries.

This Agreement is solely for the benefit of the parties hereto. No right, remedy, cause of action or claim shall accrue by reason hereof to or for the benefit of any third party who is not one of the parties executing this Agreement.

Section 14. Assignment of Interest.

This Agreement may not be assigned, in whole or in part, by any of the parties hereto without the express written consent of the other party.

Section 15. Severability.

This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

Section 16. Entire Agreement.

This Agreement constitutes the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

Section 17. Recordation.

The parties agree that this Agreement shall not be recorded in the official records of Orange County, Florida, or the public records of any other county in the State of Florida.

Section 18. Individual Liability.

All covenants, stipulations, obligations and agreements of the parties hereto contained herein shall be deemed to be those of such party to the full extent authorized by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed that of any member, agent or employee of such party in his or her individual capacity, and no member, agent or employee of any party shall be personally liable hereunder or subject to any personal liability or accountability by reason hereof.

Section 19. Captions and Headings.

Captions and headings at the beginning of articles and paragraphs are for convenience only and do not add to nor subtract from the meaning of each article and paragraph.

Section 20. Construction of Agreement.

This Agreement is the result of mutual negotiations between the parties hereto and all parties have contributed substantially and materially to the preparations hereof. Accordingly, this Agreement shall not be construed more strictly against either party.

Section 21. Attorneys' Fees.

In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, each party shall be responsible for their own attorneys' fees and costs.

Section 22. Effective Date.

This Agreement shall be deemed effective on October 1, 2014.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the date indicated below.

COUNTY:
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs, Mayor

Attest: Martha Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Date: OCT 21 2014, 2014



CITY:
CITY OF OCOEE, FLORIDA

By: *S. Scott Vandergrift*
S. Scott Vandergrift, Mayor

ATTEST:

By: *Beth Eikenberry*
Beth Eikenberry, City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this 16th day of
October 2014.

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON September 16, 2014
UNDER AGENDA ITEM NO. 4

By: *[Signature]*
City Attorney
Foley & Lardner LLP
[Handwritten signature]

Attachment "A"

The following supplemental/optional services are provided by the County and may be purchased by City at any time during the term of this agreement. These additional costs will be added to the cost of services identified in Section 2 and will be billed to the City October 1st the following fiscal year for all supplemental/optional services rendered during the contractual period.

1. Mobile Data Computer hardware
2. Mobile Data Computer CAD software license
3. Mobile Data Computer maintenance/replacement
4. Mobile Data Computer airtime

Cost for these services shall be the negotiated by County and City staff and shall reflect the actual or prorated cost of the equipment or service being provided plus an administrative fee to cover the cost of coordinating the service.

The County will provide an itemized invoice to the City to fully document the services requested and provided in accordance with the mutually agreed upon cost.

Attachment "B"

This attachment is for the purpose of providing an **example** of how the cost allocation formula listed in Section 7 of this Agreement is calculated. The example below demonstrates how costs were assigned in this Agreement.

In October of 20XX, all calls for service that occurred in the previous calendar year were totaled for each City including any additional jurisdiction to which the City provides service. The County then determined what percentage of calls each City handled compared to all cities receiving County dispatch service.

\$ 480,432 represents the cost for eight dispatcher salaries. That dollar value is then allocated back to each City using their assigned percentage. Eight dispatcher positions are needed based on national standards for fire service communications.

**Calls for Service & Cost Allocation
Calendar Year 20XX Call Volumes with Arrival Times
Ocoee, Winter Garden, Maitland**

<u>City</u>	<u>Calls for Service</u>	<u>% of Calls</u>	<u>Salary Allocation</u>
Maitland	2372	23.02%	\$ 110,595.45
Eatonville*	689	6.68%	\$ 32,092.86
Ocoee	3369	32.70%	\$ 157,101.26
Windermere**	177	1.72%	\$ 8,263.43
Winter Garden	3697	35.88%	\$ 172,379.00
TOTAL	10,304	100%	\$ 480,432.00

Dispatcher Salary + Fringe is set at **\$ 60,054**

(Includes: base salary, shift differential, FICA, Florida State Retirement system contribution, and Orange County Health Insurance).

\$ 60,054 x 8 dispatcher positions equals \$ 480,732

* City of Eatonville dispatch services costs are billed to the City of Maitland

**City of Windermere dispatch services costs are billed to the City of Ocoee