




**FIRE RESCUE DEPARTMENT**  
**JAMES M. FITZGERALD, Fire Chief**


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Winter Park, FL 32792  
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October 4, 2019

TO: Mayor Jerry L. Demings  
-AND-  
Board of County Commissioners

THROUGH: Danny Banks, Deputy County Administrator 

FROM: James M. Fitzgerald, Fire Chief 

CONTACT: LaShun Nale-Stadom, Division Chief, Planning & Technical Services   
Orange County Fire Rescue Department  
407-836-9178

SUBJECT: October 22, 2019 – Consent Agenda  
Interlocal Agreement with the City of Winter Garden for Fire  
Dispatch Services.

The Orange County Fire Rescue Dispatch Center currently processes more than 5,950 emergency calls each year for the City of Winter Garden and has recently completed a three-year agreement for dispatch services. The new dispatch services agreement will be for a term of five years, from October 1, 2019 through September 30, 2024.

The City of Winter Garden 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 and execution of Interlocal Agreement between Orange County, Florida and City of Winter Garden, Florida regarding Orange County's provision of fire dispatch services for the City of Winter Garden, Florida.**

Attachment(s)

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**INTERLOCAL AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**CITY OF WINTER GARDEN, FLORIDA**

*regarding*

**ORANGE COUNTY'S PROVISION OF FIRE DISPATCH SERVICES  
FOR THE CITY OF WINTER GARDEN, FLORIDA**

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**THIS INTERLOCAL AGREEMENT (“Agreement”)**, is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the “**County**”), and the **CITY OF WINTER GARDEN, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida located at 300 W. Plant Street, Winter Garden, Florida 34787 (the “**Municipality**”). The County and the Municipality may be referred to herein individually as “party” or collectively as “parties.”

**RECITALS**

**WHEREAS**, this Agreement is entered into pursuant to the home-rule powers granted to the County and the Municipality under the Constitution and laws of the State of Florida, including expressly, but not limited to, the powers granted under the Florida Interlocal Cooperation Act contained in Section 163.01, Florida Statutes; and

**WHEREAS**, both the County and Municipality 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 the Municipality’s jurisdictional limits; and

**WHEREAS**, the County and the Municipality recognize that it is desirable, and in the best interest of the health, safety, and welfare of the public, to enter into this Agreement so that they may provide superior fire rescue services to County and Municipality residents.

**NOW THEREFORE**, in consideration of the mutual promises, terms, and conditions contained in this Agreement, and other good and valuable consideration for which the parties affirm receipt by execution of this Agreement, the County and Municipality agree as follows:

**Section 1. Recitals Incorporated.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.

**Section 2.**     **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 Municipality.

**Section 3.**     **The Obligations of the Parties.**

A.     **The Obligations of the County.** The County agrees to provide the Municipality with the following “**Standard Services**”:

1.     Answer 911 calls transferred from the Municipality or third party for fire and Emergency Medical Services (“**EMS**”).
2.     Provide Emergency Medical Dispatch (“**EMD**”) pre-arrival medical instructions to callers needing aid, as well as categorizing EMS calls into nationally recognized severity levels.
3.     Receive and process incoming ten-digit telephone calls for emergency service, including notifications for automatic fire alarms, automatic aid, and mutual aid.
4.     Provide dispatch alerting function to the Municipality fire department utilizing the County’s fire station alerting system.
5.     Provide differential response patterns for the Municipality, allowing the Municipality to dictate the number and type of emergency units that should be deployed on each type of emergency call in their Municipality or jurisdiction to which they provide service.
6.     Allow the Municipality to utilize the County Mobile Data Computer (“**MDC**”) system and Automatic Vehicle Location (“**AVL**”) system.
7.     Provide automatic notification to chief officers of the Municipality fire department using Computer Aided Dispatch (“**CAD**”) system paging program.
8.     Prepare up to six statistical reports on service delivery and performance for Municipality units.
9.     Provide Monthly Data export of all activity involving Municipality fire units.
10.    Provide copies of records and audio files as needed or requested.
11.    Appoint a designated liaison to work with the Municipality on dispatch issues.
12.    Supervise all 911 functions, call taker, and dispatcher assignments.
13.    Provide comprehensive quality assurance function of all aspects of the dispatch system.
14.    Attend regular meetings with the Municipality to share information and provide feedback on dispatch services.

15. Provide up to six automated statistical reports customized for the Municipality
16. Provide one MDC license and associated maintenance cost for each of the Municipality's front run emergency response vehicles that are coded to be dispatched by the CAD system.
17. Maintain city jurisdictional boundaries, addressing, and street network in the CAD system to ensure correct dispatches.

B. **Supplemental Services.** The Municipality 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 Municipality shall not be entitled to any of the equipment or devices purchased by the County, unless otherwise negotiated and documented in the associated contract or agreement.

C. **The Obligations of the Municipality.** The Municipality agrees that the following services and fees are the responsibility of the Municipality, except for any supplemental services purchased pursuant to this Agreement:

1. Purchase and maintenance of Fire Station Alerting equipment in each Municipality fire station.
2. Payment for dedicated dispatch circuit linking the County's dispatch center to each Municipality fire station, for the purpose of installing a station alert printer or station mobile computer terminal, if desired.
3. Lease cost for any pagers or wireless phone devices to be carried by Municipality fire and rescue personnel, which are coded to receive automatic alerts from the County CAD system.
4. Purchase of MDC and AVL in-vehicle equipment and leased airtime.
5. MDC software license and maintenance costs for Municipality units (other than those which are provided pursuant to this Agreement).
6. Purchase of mobile and portable radios for use by Municipality units.

D. **Implementation Plan.** Staff from County Fire Rescue and Municipality Fire Rescue will negotiate and implement specific operational procedures and policies unique to the Municipality's operations.

#### **Section 4. Term of Agreement and Termination.**

A. **Term.** This is a five (5) year Agreement for the provision of dispatch service, commencing with the start of the fiscal year on **October 1, 2019** and terminating with the completion of the fiscal year ending **September 30, 2024**. This Agreement shall be deemed effective on October 1, 2019.

B. **Termination.** Either entity may elect to terminate this Agreement, with or without cause, by giving written notice to the other party no later than January 31<sup>st</sup> of the Fiscal Year preceding the Fiscal Year for which such termination shall be effective. By way of example, to terminate this Agreement for the Fiscal Year beginning on October 1, 2021, written notice of such termination must be provided to the other party no later than January 31, 2020.

**Section 5. Compensation.**

A. **Estimated Costs for Fiscal Year One.** For Fiscal Year One of this Agreement (10/01/2019 – 9/30/2020), the Municipality shall pay the County a sum estimated to be \$273,895.34 as compensation for the Standard Services listed in this Agreement.

B. **Standard Services Cost Formula.** The cost allocation for the remaining four (4) years of this Agreement shall be determined as followed:

1. 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 ("**Participating Municipalities**"). 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 Municipality provides service) which results in at least one fire, rescue, or EMS unit arriving on the scene of the incident.
2. The County shall calculate the percentage of municipal calls for all Participating Municipalities and apply that percentage to the cost for salaries. For example, if Municipality "A" had forty percent of the calls for service among all Participating Municipalities, then Municipality "A" would pay forty percent of the salaries. The dispatch system base cost shall be set in this Agreement to represent the contract cost for eight (8) dispatcher positions and a GIS Technician. Each dispatcher position is currently allocated a cost of \$76,669.00 and a GIS Technician is allocated a cost of \$72,023.00.
3. Total cost allocations for all currently Participating Municipalities are set at a cost not to exceed \$693,174.00.
4. At the time of execution of this Agreement, there are four (4) Participating Municipalities. These costs will be adjusted should the number of Participating Municipalities increases or decreases.
5. In Fiscal Years 2, 3, 4, and 5 of the Agreement the cost for Dispatch Services will be adjusted to match any cost changes in dispatcher and GIS technician salaries. The cost adjustment will be effective upon contract renewal on October 1<sup>st</sup> of years 2, 3, 4, and 5.

<b>Fiscal Year 1 Dispatcher Cost</b>	\$76,669.00
<b>Fiscal Year 1 GIS Technician Cost</b>	\$72,023.00
<b>Fiscal Year 2 Dispatcher Cost</b>	TBD
<b>Fiscal Year 2 GIS Technician Cost</b>	TBD

<b>Fiscal Year 3 Dispatcher Cost</b>	TBD
<b>Fiscal Year 3 GIS Technician Cost</b>	TBD
<b>Fiscal Year 4 Dispatcher Cost</b>	TBD
<b>Fiscal Year 4 GIS Technician Cost</b>	TBD
<b>Fiscal Year 5 Dispatcher Cost</b>	TBD
<b>Fiscal Year 5 GIS Technician Cost</b>	TBD

6. This formula will be recalculated to acknowledge the addition of other Participating Municipalities. Eight dispatcher positions shall be considered adequate staffing until the combined calls for service level in all Participating Municipalities 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 Municipalities.
7. 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 Municipality functions.
8. Final cost calculations for the services are determined in October for the previous year. 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.
9. The parties acknowledges that the City of Ocoee provides primary Fire and EMS services to the Town of Windermere via separate Interlocal Agreement, and as such the Municipality shall be responsible for paying Windermere's percentage of dispatch costs as defined in this section and as detailed in **Attachment "B"**.

C. **Supplemental Services Costs.** Any Supplemental Services purchased pursuant to this Agreement will be added to the cost allocated to Municipality.

D. **Invoicing.** The County shall invoice the Municipality in October of each year for all dispatch services and optional services rendered during the contractual period of the prior fiscal year. The Municipality shall make payment on such invoices pursuant to the Florida Local Government Prompt Payment Act.

**Section 6. User Advisory Committee.** A User Advisory Committee shall be formed, which will include a designated representative from County, Participating Municipalities, 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 annually, or upon the request of any member.

**Section 7. Conflict Resolution.**

A. The County intends to work closely with the Municipality 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.** The Municipality'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 the Municipality is not satisfied with the response, the Municipality 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 the Municipality is not satisfied with the decision of the Division Chief of Planning & Technical Services, the Municipality 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.

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

**Section 8.** **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:** Deputy County Administrator  
Attn: Danny Banks  
201 South Rosalind Avenue  
Post Office Box 38  
Orlando, Florida 32802  
Telephone: 407-836-7370  
Facsimile: 407-836-7395

**Copy to:** James M. Fitzgerald, Fire Chief  
Fire Rescue Department  
6590 Amory Court  
Winter Park, Florida 32793  
Telephone: 407-836-9112  
Facsimile: 407-836-9128

**Municipality:** Winter Garden City Manager  
Michael Bollhoefer  
300 West Plant Street  
Winter Garden, FL 34787  
Telephone: 407-656-4111  
Facsimile: 407-656-4952

**Copy to:** Matt McGrew  
Winter Garden Fire Chief

1 East Cypress Street  
Winter Garden, FL 34787  
Telephone: 407-877-5175  
Facsimile: 407-656-4017

**Section 9. 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 10. Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

**Section 11. General Provisions.**

A. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

B. **Written Modification.** None of the provisions, terms, and conditions contained in this Agreement may be added to, deleted, modified, superseded, or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) shall not be valid, binding, and enforceable against the County unless executed by an authorized County representative and expressly approved by the County's Board of County Commissioners.

C. **No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or be in any way construed to be, a waiver of either the County's or the Municipality's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

D. **Liability.** Neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

E. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this



Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

F. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

G. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

H. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

I. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

J. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

K. **Construction of Agreement.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

L. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

M. **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 12. Entire Agreement.** This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect

to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

**[ SIGNATURES ON THE FOLLOWING PAGE ]**

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



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: Byronne Brooks  
for Perry L. Demings, Mayor

Date: 22 Oct 19

ATTEST: Phil Diamond, CPA, Comptroller  
as Clerk of the Board of County Commissioners

By: Jennifer Klimetz  
for Deputy Clerk

Date: OCT 22 2019

CITY OF WINTER GARDEN, FLORIDA

By: John Rees  
John Rees, Mayor

ATTEST:

By: Angela D. Grimage  
Angela D. Grimage, CMC, City Clerk

FOR USE AND RELIANCE ONLY BY  
THE CITY OF WINTER GARDEN,  
FLORIDA APPROVED AS TO FORM  
AND LEGALITY THIS 12<sup>th</sup> DAY  
OF SEPTEMBER 2019.

By: [Signature]  
City Attorney

APPROVED BY THE WINTER  
GARDEN CITY COMMISSION AT A  
MEETING HELD ON SEPTEMBER 12,  
2019, UNDER AGENDA ITEM NO. 6.A

## **Attachment "A"**

The following optional Supplemental Services may be purchased by the Municipality at any time during the term of this Agreement. These Supplemental Services can be provided by the County for additional costs that will be added to the cost of services identified as “**Standard Services**” in the Agreement. The costs associated with such Supplemental Services will be billed to the Municipality in accordance with the Agreement’s invoicing provision.

1. Mobile Data Computer hardware
2. Mobile Data Computer CAD software license
3. Mobile Data Computer maintenance/replacement
4. Mobile Data Computer airtime
5. CAD Interface to Municipality Owned Software

Cost for these services shall be the negotiated by County and Municipality 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 Municipality 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 the Agreement is calculated. The example below demonstrates how costs shall be assigned in this Agreement.

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

\$685,375.00 represents the salary costs for eight dispatchers and one GIS technician. That dollar value is then allocated back to each Municipality using their assigned percentage. Eight dispatcher positions are needed based on national standards for fire service communications. The GIS technician is required to manage the GIS layers in the computer aided dispatch ("CAD") system for the municipalities.

### Calls for Service & Cost Allocation

<b>Calls for Service and Cost Allocation (Example Only)</b>			
<b>Municipality</b>	<b>Calls for Service</b>	<b>% of Calls</b>	<b>Salary Allocation</b>
Maitland	2904	19%	\$132,874.62
Ocoee	5895	39%	\$269,730.00
Windermere*	225	2%	\$10,295.04
Winter Garden	5955	40%	\$272,475.34
<b>Total</b>	<b>14979</b>	<b>100%</b>	<b>\$685,375.00</b>

<b>Additional Services Provided</b>		
Maitland	CAD Interface	\$4,961.00
Ocoee	CAD Interface	\$1,418.00
Winter Garden	CAD Interface	\$1,420.00
<b>Total</b>		<b>\$7,799.00</b>

Total Dispatch Services	\$685,375.00
Total Additional Services	\$7,799.00
<b>Grand Total</b>	<b>\$693,174.00</b>

<b>Agency Totals (Example Only)</b>	
Maitland	\$137,835.62
Ocoee	\$281,443.04
Winter Garden	\$273,895.34
<b>Total</b>	<b>\$693,174.00</b>

Dispatcher Salary + Fringe is set at \$76,669
GIS Technician Salary + Fringe is set at \$72,023
(Includes: base salary, shift differential, FICA, Florida State Retirement system contribution, and Orange County Health Insurance)
\$76,669 X 8 dispatcher positions and 1 GIS Technician equals \$685,375
* Town of Windermere dispatch services cost are billed to the City of Ocoee