

INTERLOCAL AGREEMENT FOR POLICE DISPATCHING SERVICES
between
CITY OF WINTER GARDEN, FLORIDA
and
CITY OF OCOEE, FLORIDA

THIS INTERLOCAL AGREEMENT is entered into by and between the City of Winter Garden, a Florida Municipal Corporation, hereinafter referred to as "WINTER GARDEN", whose mailing address is 300 West Plant Street, Winter Garden, FL 34787 and the City of Ocoee, a Florida Municipal Corporation, hereinafter referred to as "OCOEE", whose mailing address is 150 N. Lakeshore Drive, Ocoee, FL 34761:

WITNESSETH:

WHEREAS, WINTER GARDEN currently operates and maintains modern emergency communications facilities capable of receiving and dispatching public safety personnel; and

WHEREAS, Ocoee's dispatching services are currently undertaken by the City of Winter Garden personnel utilizing equipment owned by Orange County (the "Ocoee Dispatching Equipment") and maintained by Ocoee; and

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

WHEREAS, Winter Garden owns and maintains a twenty-four (24) hour public safety communications center located at the Winter Garden Police Department, 235 West Plant Street, Winter Garden, FL (the "Winter Garden Communications Center"); and

WHEREAS, Ocoee recognizes this agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and has requested Winter Garden to provide dispatching services for the Ocoee Police Department from the Winter Garden Communications Center and has agreed to be bound by the provisions of this interlocal agreement; and

WHEREAS, Winter Garden recognizes this agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and has agreed to provide dispatching services for the Ocoee Police Department from the Winter Garden Communications Center and has agreed to be bound by the provisions of this interlocal agreement; and

NOW THEREFORE, in consideration of mutual promises, terms and conditions contained herein and other good and valuable consideration, it is agreed by and between the City of Winter Garden and City of Ocoee.

SECTION 1: WINTER GARDEN'S RIGHTS AND RESPONSIBILITIES

- A. Winter Garden shall provide twenty-four (24) hour police dispatching services for the Ocoee Police Department in response to "911" calls, receive and process ten-digit

telephone calls for emergency service, direct dial, or other agency request for the service provided within the areas of the City of Ocoee's jurisdiction.

Winter Garden agrees to answer all "911 PSAP" calls at its public safety answering point in the following time frame for Ocoee calls for service:

Percentage of Time	95%	96%	97%
Seconds Answered In	5 Seconds	7.5 Seconds	10 Seconds

The percentage of time in answering the calls for service shall be calculated over a given month period.

- B. Winter Garden will receive and transfer emergency medical and fire calls for service, including notifications for automatic fire alarms, and automatic aid and mutual aid for fire services to Orange County, as agreed upon pursuant to a separate Interlocal Agreement for Fire Dispatch Services between the City of Ocoee and the Orange County Fire Services Division or such comparable agreement as may be entered into between Ocoee and Orange County subsequent to the date of this agreement or as otherwise directed by Ocoee in the event the foregoing agreement with Orange County terminates. This agreement in no means shall imply that the City of Winter Garden shall or will track statistical data related to the calls for emergency medical and fire services within the City of Ocoee.
- C. Winter Garden shall electronically provide a Winter Garden Communications Division Policies and Procedures manual outlining formally established regulations to Ocoee and shall provide Ocoee with any updates thereof.
- D. Winter Garden shall keep adequate records and recordings including assignment of appropriate means of identification of Calls for Service and provide access to this information to Ocoee law enforcement officers or the general public as required by the appropriate public records laws.
- E. Winter Garden shall provide access to Ocoee law enforcement personnel, 24 hours a day, seven days a week, to information contained within the Florida Crime Information Center (FCIC) system, National Crime Information Center (NCIC) system and Orange County Sheriff's Computer System. The Orange County Sheriff's records shall be limited to those records that the Sheriff deems appropriate to share with neighboring law enforcement agencies. Winter Garden shall not be responsible for errors contained within the aforementioned system regarding information entered into the system by any other agency. In addition, Winter Garden shall not be responsible for loss of service or access to the aforementioned systems due to circumstances beyond Winter Garden's control. This is to include, but not limited to: Disasters, instances when the system is down due to work by the Florida Department of Law Enforcement, the Orange County Sheriff's Office, Florida Crime Information Center system or the National Crime Information Center system or other networks connected to these systems of which Winter Garden does not control; routine maintenance; or unforeseen computer problems of Winter Garden owned equipment or the Ocoee Dispatching Equipment.

- F. Winter Garden shall enter law enforcement information into the FCIC and/or NCIC system upon the order of a duly certified law enforcement officer of the City of Ocoee according to the laws, rules and regulations of the Florida Department of Law Enforcement (FDLE), FCIC and NCIC.
- G. Winter Garden shall provide written notification to Ocoee when any record is canceled and/or modified in accordance with FDLE, FCIC and/or NCIC standards. Winter Garden will notify the Ocoee Police Chief or his designee of cases that require validating. The validation confirmations shall be returned to Winter Garden within 20 days of mailing date. In addition, Winter Garden shall maintain records in accordance with the aforementioned agency standards including removing entered information when the proper validations and/or documentation are not received by Winter Garden from Ocoee and Winter Garden shall not be held liable for any consequence due to the removal of the record according to the above agency standards. The Winter Garden Chief of Police reserves the right to remove any and all records from the aforementioned system(s), after notification to Ocoee for failing to validate the records in accordance with the rules and regulations established by the Florida Department of Law Enforcement.
- H. Winter Garden shall maintain records of all entries and cancellations in the aforementioned system for review by the City of Winter Garden's Administration, the Florida Department of Law Enforcement and the City of Ocoee or the public as authorized by public records laws. Winter Garden shall also maintain all 911 recordings and dispatch recordings for review by the City of Winter Garden's Administration, the Florida Department of Law Enforcement and the City of Ocoee or the public as authorized by public records laws.
- I. Winter Garden shall provide dedicated dispatching circuit(s) linking Winter Garden to Ocoee for the purposes of mobile computer terminals, printing or stationary computers.
- J. Unless requested by Ocoee, Winter Garden will not record any talk groups not covered by Winter Garden's maintenance contract and if any additional talk groups are requested to be monitored by Ocoee, Ocoee shall pay for any associated costs.
- K. In the event Winter Garden receives a public records request for Ocoee records maintained by Winter Garden pursuant to this agreement, Winter Garden will forward any such request to Ocoee and Ocoee will be responsible for responding to such request. Winter Garden will not release any such records without first consulting with Ocoee to determine whether such records are entitled to be released under the public records laws. Notwithstanding the foregoing, Winter Garden shall not be held liable for damages due to the release of any information as required by law.
- L. All Ocoee records maintained by Winter Garden pursuant to this agreement shall be maintained and retained by Winter Garden in accordance with the applicable records retention schedule.

- M. Ocoee agrees to provide Winter Garden with the necessary equipment for recording said talk groups. Winter Garden will continue to record the foregoing as part of the services provided under this agreement. Ocoee shall be responsible for any maintenance to the recording equipment used for the sole purpose of recording Ocoee's transmissions.
- N. Winter Garden accepted the Ocoee Dispatching Equipment and utilizes it in connection with the providing of the services required by this agreement. Following Winter Garden's acceptance thereof, Ocoee shall maintain maintenance contracts for the Ocoee Dispatching Equipment and portable radios provided to Ocoee's personnel and shall be responsible for any and all associated costs.
- O. Winter Garden will be available to hold quarterly meetings with Ocoee to discuss operational issues related to this agreement.

SECTION 2: OCOEE'S RIGHTS AND RESPONSIBILITIES

- A. On the effective date of this agreement, Ocoee must have the necessary SmartCOP software to be compatible with Winter Garden's computer aided dispatch system, CAD, reporting system and records management system. Throughout the term of this agreement and unless otherwise agreed to between the parties, Ocoee agrees to and understands that Winter Garden and/or SmartCOP shall continue to upgrade the aforementioned systems as software and/or hardware becomes available and that Ocoee shall upgrade the necessary software and/or hardware to ensure that the aforementioned software and/or hardware provide for the best public safety responses to their respective communities. Every effort will be made to ensure that this is a coordinated effort between the respective cities but in no way restrict Winter Garden from upgrading its system. Ocoee understands that under the terms of this agreement it shall be responsible for ensuring that it maintains a maintenance agreement with SmartCOP and any respective vendor(s) to ensure the software's efficient functioning that are not otherwise outlined and/or contained herein under the terms of this agreement.
- B. Ocoee under the terms of this interlocal agreement shall maintain a T-1 communications line between the City of Winter Garden and the City of Ocoee for means of communicating data transmissions between the respective cities. The City of Winter Garden shall be the responsible party to ensure that the line is operating from the Information Technology equipment (server) maintained by the City of Winter Garden to the router which will be located at the City of Ocoee. Any equipment on the opposite side of the router located at the City of Ocoee shall remain the responsibility of the City of Ocoee Information Technology Department.
- C. Ocoee shall observe the instructions and procedures to be provided by Winter Garden for the use of radios and for coordination of dispatching efforts under the terms of this agreement. Ocoee may have a representative coordinate with the representative of Winter Garden with respect to the revisions or other updates as necessary to the

Winter Garden Communications Center policies and procedures manual. Ocoee shall enforce the policies of such with its own members.

- D. Ocoee shall provide radio equipment for use by Ocoee's personnel to include handheld (portable) and/or vehicle mounted (mobile) radios that are capable of communicating with the Winter Garden Communications Center.
- E. Ocoee shall retain ownership of the portables and mobiles under their control and shall be responsible for all associated costs of maintenance of and/or replacement of such. Ocoee also may be charged a fee for any and all programming, updates, modifications, or changes in the Winter Garden Communications system for the City of Ocoee to include console, portable, or mobile programming. Any costs incurred by Winter Garden for the specific aforementioned services shall be negotiated in advance with the Ocoee signatory agent or designee.
- F. In situations where the Ocoee Chief of Police or his designee directly dispatches police units, the Winter Garden Communications Center is to be notified as soon as possible as to the location and nature of the call to which the Ocoee unit has been dispatched.
- G. Ocoee shall provide the Winter Garden Communications Manager with a list of persons who are authorized to direct the dispatching of police units for Ocoee city business and shall provide a list of all duly sworn and employed Ocoee police personnel, contact phone numbers, and pager numbers of such.
- H. Ocoee is responsible for any costs associated with the recording of police talk groups that are not covered under the City of Winter Garden's maintenance contract.
- I. Ocoee shall be responsible for giving all data to Winter Garden which may be needed for Winter Garden to update all Ocoee records entered by Winter Garden into the FCIC and/or NCIC system in accordance with FDLE established policy and procedures. This is to include ensuring the validation process of the records is conducted in a manner consistent with established rules and regulations.
- J. In order for the Winter Garden Communications Division to comply with validation policies set forth by the Florida Department of Law Enforcement, Florida Crime Information Center system and the National Crime Information Center system, Ocoee will be required to send a copy of the initial and/or recovery request, on acceptable forms as agreed upon by the Winter Garden Communications Division to the Communications Center not to exceed forty-eight (48) hours after the original request for entry. If this request is not received, the Winter Garden Communications Division may cancel the entry from the system and will provide written notification to the Ocoee Chief of Police.
- K. Validations are accomplished by reviewing the original entry and current supporting documents and recent consultation with any appropriate complainant, victim, prosecutor, court, motor vehicle registry file, or other appropriate source or individual. The original report shall be maintained by the Ocoee Police Department and all contacts for validation of said records will be the sole responsibility of the

Ocoee Police Department. When the entries are validated, Ocoee shall forward notification to the Winter Garden Communications Division with the case numbers and case status. Any failure by the Ocoee Police Department to validate the records within the 20 days provided under this agreement may result in the record being cancelled from the appropriate FCIC/NCIC system.

- L. This agreement in no way restricts the response patterns of the City of Ocoee, allowing Ocoee to dictate the number and type of emergency units that should be deployed on each type of emergency call in Ocoee or any other jurisdiction to which Ocoee provides service.
- M. Ocoee agrees that the 911 surcharge monies collected by Orange County on behalf of Ocoee shall be directed to and made payable to the City of Winter Garden since Winter Garden shall be the answering point for the 911 calls originating out of the City of Ocoee.
- N. Ocoee agrees and fully understands that Winter Garden may agree at a later date to provide a talk group on Winter Garden's 700/800 trunked radio system, however, Winter Garden makes no guarantee either written or implied as to the coverage of the radio system within the coverage area of Ocoee's emergency response area. Ocoee further understands and agrees that at any time in the future, the City of Winter Garden may negotiate the institution of a user fee for the use of radio equipment owned and operated by the City of Winter Garden for the transmission and receiving of radio communications. Any fees shall be agreed upon by both parties to this agreement and would be considered operational services and outlined in an addendum to be attached at a later date.
- O. The Ocoee Dispatching Equipment has been delivered by Ocoee to Winter Garden at Winter Garden's Communications Center for use by Winter Garden in providing the services required under this agreement. Ownership of the Ocoee Dispatching Equipment shall not be changed by virtue of this agreement.
- P. The City of Ocoee shall be the responsible party to ensure that the necessary programming of their PBX System occurs and that all non-emergency 10-digit communication lines are transferred to the designated phone number at the City of Winter Garden. Costs associated with this programming shall be the responsibility of the City of Ocoee.
- Q. Ocoee shall be responsible for the maintenance of the individual laptops assigned to their personnel and owned by the City of Ocoee under the terms of this agreement.
- R. Ocoee understands that in order to ensure effective use of the software, that both the City of Winter Garden and the City of Ocoee are required to upgrade SmartCOP software simultaneously and agrees that software updates shall be coordinated with the Winter Garden IT Director prior to updating their system.
- S. Ocoee is in agreement that there are continued costs associated with maintaining connectivity to Winter Garden (such as T-1 data links and router) and SmartCOP

software. Upon termination of this agreement, Ocoee understands that Ocoee shall be responsible for the cost of transferring and/or maintaining this equipment and software.

- T. Ocoee shall provide dedicated communications circuit(s) linking Winter Garden to Ocoee for the purposes of providing a ringdown phone outside of the Ocoee Police Department and associated Fire Departments for after hour access to the communications personnel.

SECTION 3: SUPPLEMENTAL / OPERATIONAL SERVICES

Ocoee may elect, and at any time during this agreement, to purchase those supplemental services from Winter Garden that are not specifically listed in this agreement. Supplemental services purchased are considered "services" and Winter Garden shall retain all proprietary right, title, or interest to services. Upon termination of this Agreement, Ocoee shall not be entitled to any of the intellectual software, property, equipment or devices purchased by Winter Garden, unless otherwise negotiated and documented.

SECTION 4: SERVICES NOT COVERED OR PROVIDED

Ocoee agrees that the following services and fees are the responsibility of Ocoee:

- A. Purchase of Mobile Data Computers (MDC) and Automatic Vehicle Location (AVL) in vehicle equipment and leased airtime.
- B. Mobile Data Computer Aided Dispatching software licenses and maintenance costs for Ocoee units.
- C. Mobile Data Computer Field Reporting software licenses and maintenance costs of Ocoee units.
- D. Purchase of mobile, portable and/or console radios for use by Ocoee.
- E. Ocoee agrees and is of the understanding that they shall install or have installed by a contractor of their choice any and all communications lines for direct dial ring down emergency communication phones between the Ocoee Police Department and Ocoee Fire Stations. It shall be Ocoee's responsibility to maintain these communication lines and to ensure that any repairs are conducted as needed. Ocoee also shall remain the responsible party for the monthly costs for these communication lines.

SECTION 5: PAYMENT OF SERVICES RENDERED

The intent of this section of the interlocal agreement is to establish method of payment by Ocoee to Winter Garden for providing public safety dispatching services as set forth in this agreement. Payment is established by this interlocal agreement and paid by

Ocoee to Winter Garden. The payment is subject to periodic cost adjustments as set forth as follows:

- A. During the term of this Agreement, the cost to the CONTRACTOR will be calculated as follows:
 - 1. The cost for the fiscal year beginning October 1, 2019 and ending September 30, 2020 will be \$608,324.00 for a full year. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
 - 2. The cost for the fiscal year beginning October 1, 2020 and ending September 30, 2021, shall not exceed a 5% increase above the previous fiscal year cost. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
 - 3. The cost for the fiscal year beginning October 1, 2021 and ending September 30, 2022, shall not exceed a 5% increase above the previous fiscal year cost. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
 - 4. The cost for the fiscal year beginning October 1, 2022 and ending September 30, 2023, shall not exceed a 5% increase above the previous fiscal year cost. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
 - 5. The cost for the fiscal year beginning October 1, 2023 and ending September 30, 2024, shall not exceed a 5% increase above the previous fiscal year cost. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
- B. Whenever there is an annexation or a new development is built, the Winter Garden reserves the right to increase the yearly cost to Ocoee based upon the projected increase in calls for service or Ocoee's police personnel.
- C. Should the percentage of calls increase by more than 10% over the previous year, city representatives from Ocoee and Winter Garden will review the call data and determine if an adjustment in the annual fee is necessary in order to equitably allocate the cost incurred by Winter Garden.

SECTION 6: WORKER'S COMPENSATION / HOLD HARMLESS

- A. Any employee of Ocoee (whether paid or not; or working within the scope of, or under the direction of an Ocoee employee), who is dispatched in accordance with this agreement, shall be deemed to have been acting within the course and scope of his employment with Ocoee and not Winter Garden. Said employee shall be subject to the sole control and supervision of Ocoee and shall not be construed to be an employee of Winter Garden.

- B. The parties hereto and their respective officials, officers and employees do not assume any liability for the acts, omissions, and negligence of the other party. Ocoee agrees that Ocoee shall not bring lawsuits or claims against Winter Garden and its officials, officers and employees arising out of dispatching services provided to Ocoee by Winter Garden under this Agreement with the exception of a specific performance action to enforce Winter Garden's contractual obligations to perform the dispatch services contracted for hereunder in the event of a material default of this Agreement by Winter Garden. Each party (and their respective officers, officials, employees and agents) to this Agreement expressly retain all rights, benefits and immunities of sovereign immunity and other privileges, immunities and defenses that they presently (or may in the future) enjoy under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Nothing in this Agreement shall be deemed a waiver of parties' or their respective officials', officers' and employees' sovereign immunity protections or any other defenses, privileges or immunities afforded by law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party (or their respective officials, officers, employees and agents), including without limitation, any claims that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- C. Any employee of Winter Garden (whether paid or not; or working within the scope of, or under the direction of a Winter Garden employee), who is performing services for Ocoee in accordance with this agreement, shall be deemed to have been acting within the course and scope of his employment with Winter Garden and not Ocoee. Said employee shall be subject to the sole control and supervision of Winter Garden and shall not be construed to be an employee of Ocoee. It is not the intent of this agreement to differentiate between Winter Garden employees assigned to perform Ocoee function versus Winter Garden functions.

SECTION 7: EFFECTIVE DATE AND TERM

- A. The terms of this agreement shall remain in full force for term of five (5) years, beginning on/about October 1, 2019 and continuing until September 30, 2024 unless either party delivers written notice to the other party of its intention to terminate this agreement. Each party agrees that should such party elect to terminate this agreement they shall give the other party at least twelve (12) months advance notice of their intent to terminate this agreement.

- B. Notice of termination as set forth above and any other notices which may be required to be provided in writing under this agreement shall be made in writing and shall be served personally or by certified mail to the City Manager, City of Winter Garden, 300 West Plant Street, Winter Garden, Florida 34787 or to the City Manager, City of Ocoee, 150 North Lakeshore Drive, Ocoee, Florida 34761.

- C. The Effective Date of this agreement shall be the day this agreement is last executed by a party hereto and such date shall be inserted on Page 1 of this agreement.

SECTION 8: CONFLICT RESOLUTION

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

- A. The Ocoee Chief of Police or his designee shall discuss (verbally, by email, or in a formal communication) the issue with the Winter Garden Communications Manager who shall respond within three (3) business days. Winter Garden's response may be made verbally, by email or in a formal letter response.
- B. If Ocoee is not satisfied with the response, Ocoee may appeal the decision, within five (5) business days of receipt of the response, to the City of Winter Garden Chief of Police who shall provide a written response within three (3) business days.
- C. If Ocoee is not satisfied with the decision of the City of Winter Garden Police Chief, Ocoee may appeal within five (5) business days of receipt of the response, to the City Manager of Winter Garden who shall provide a written response within twenty (20) days. The decision of the Winter Garden City Manager shall be considered final.

The foregoing shall not be construed to authorize Winter Garden to make unilateral amendments to this Agreement or provide a basis for Winter Garden disregarding any provision of this Agreement.

SECTION 9: MISCELLANY

- A. It is understood that the services called for in this agreement do not include telephone complaint report writing or walk-in complaint handling by the City of Winter Garden.
- B. All amendments to this agreement shall be in writing and signed by all parties.
- C. This written agreement supersedes all previous agreements between the parties and is the complete agreement between the parties with respect to the subject matter of this Agreement.
- D. The recitals set forth in the WHEREAS clauses are true and correct.
- E. This agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.
- F. At any time following a request by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.

- G. Both Ocoee and Winter Garden shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance; provided, however, that prior to taking any action to enforce this Agreement by an action for specific performance, a 15 day written notice and opportunity to cure shall be given to the other party.
- H. In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this agreement or because of a breach by the other party of any terms hereof, each party shall be responsible for their attorney's fees and costs.

SECTION 10: SECURITY

- A. If Ocoee maintains a Florida Department of Law Enforcement terminal (FDLE), an FDLE direct connect, or Mobile Data (or Mobile Computer) terminals used to access NCIC, FCIC or Orange County Computer Services, Ocoee shall maintain a separate FDLE Terminal Agency Coordinator and Point of Contact with FDLE separate from any agreement with Winter Garden. Winter Garden shall not be responsible for the security and maintenance of any terminal not under the direct control of the City of Winter Garden.
- B. Winter Garden does not waive any of their exclusive legal rights, statutory or otherwise, associated with the ownership of the proprietary computer programming information or data or intellectual property as defined in Chapter 815 F.S.
- C. Ocoee acknowledges and understands that Ocoee has no proprietary right, title, or interest whatsoever in the proprietary information programmed into radios and/or computers by Winter Garden and that Ocoee is allowed to use this proprietary information subject to the provisions of this agreement.
- D. Ocoee acknowledges and understands that Winter Garden can, subject to the provisions of this agreement, revoke the use of the proprietary information programmed into the computers and/or radios by Winter Garden and that upon request of Winter Garden, Ocoee will immediately make the equipment available to Winter Garden for removal of the proprietary information.
- E. Ocoee agrees not to sell, trade, give away, or discard the radio until after the radio has been delivered to Winter Garden and the proprietary information previously installed by Winter Garden has been removed by Winter Garden. Ocoee is not authorized to make any modifications to the information programmed into Ocoee's computers or radios without the prior consent of Winter Garden.
- F. Ocoee shall not allow anyone access to the proprietary information programmed into Ocoee's computers or radios unless required to do so by law.
- G. Ocoee shall retain all rights to the user licenses associated with the computer aided dispatch system (CISCO and/or SmartCOP) and will not transfer to Winter Garden any such license. Ocoee shall provide a copy of their SmartCOP agreement indicating the

number of concurrent licenses that they own at the execution of this agreement to the Winter Garden Chief of Police.

SECTION 11: IMPLEMENTATION PLAN

Staff from Winter Garden and Ocoee will negotiate and implement specific operational procedures and policies unique to Ocoee's operation. Winter Garden recognizes that Ocoee may be desirous of meeting the Commission of Law Enforcement Accreditation Standards and will comply and assist Ocoee in their move to become an accredited law enforcement agency with regards to the Communications portion of the accreditation standards.

SECTION 12: 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 13: 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 14: 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 provisions to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

SECTION 15: 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 16: SIGNED, DATED, AND AGREED:

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement on the date indicated below.

CITY:

CITY OF WINTER GARDEN,
FLORIDA

BY:




John Rees
Mayor

CITY:

CITY OF OCOEE,
FLORIDA

BY:



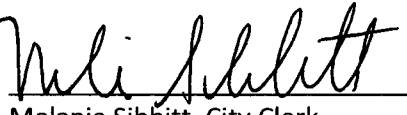
Rusty Johnson
Mayor

ATTEST:



Angela Grimage, City Clerk

ATTEST:




Melanie Sibbitt, City Clerk

APPROVED BY THE WINTER GARDEN
CITY COMMISSION AT A MEETING
HELD ON SEPTEMBER 26, 2019

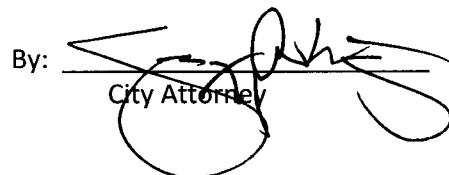
APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON October 1, 2019

FOR USE AND RELIANCE ONLY BY
THE CITY OF WINTER GARDEN, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this 26th day of
September, 2019.

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this 1st day of
OCT, 2019.

By: 

City Attorney

By: 

City Attorney



AGENDA ITEM COVER SHEET

Meeting Date: October 1, 2019

Item #: 3

Reviewed By:

Contact Name: Deputy Chief S. Plasencia

Department Director: Chief Charles J. Brown

Contact Number: 407-554-7223

City Manager:

Robert Frank

Subject: Approval of Interlocal Agreement for Police Dispatching Services with the City of Winter Garden

Background Summary:

The Police Department is asking to renew our contract with the City of Winter Garden for police dispatching services. The cost for dispatching services for Fiscal Year 2019-2020 will be 608,324.00 with a maximum 5% increase for subsequent years through Fiscal Year 2023-2024. The City of Winter Garden Commission has approved the proposed contract.

Issue:

Should the Honorable Mayor and the Board of City Commissioners approve the contract with the City of Winter Garden for Police Communication services?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and Board of City Commissioners enter into a contract with the City of Winter Garden for police communication services.

Attachments:

Interlocal Agreement for the Police Dispatching Services Between City of Winter Garden and City Of Ocoee

Financial Impact:

The cost for dispatching services for Fiscal Year 2019-2020 will be 608,324.00 with a maximum 5% increase for subsequent years through Fiscal Year 2023-2024.

Type of Item: *(please mark with an "x")*

- Public Hearing
- Ordinance First Reading
- Ordinance Second Reading
- Resolution
- Commission Approval
- Discussion & Direction

For Clerk's Dept Use:

- Consent Agenda
- Public Hearing
- Regular Agenda

- Original Document/Contract Attached for Execution by City Clerk
- Original Document/Contract Held by Department for Execution

Reviewed by City Attorney

Reviewed by Finance Dept.

Reviewed by _____

Robert Robert
