

RESOLUTION NO. 575-09

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

WHEREAS, the City of Orange City currently contracts with the City of Deltona for the provision of fire and rescue emergency dispatch services; and

WHEREAS, the City of Orange City recently entered into an Interlocal Agreement to provide Municipal Fire and Rescue services within the City of DeBary; and

WHEREAS, it is the desire of the City of Orange City to contract with the City of Deltona for the provision of fire and rescue emergency dispatch services to include the expanded service areas described in the Interlocal Agreement between the City of Orange City and the City of DeBary; and

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

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

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

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

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 All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

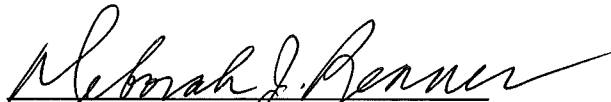
SECTION 6. EFFECTIVE DATE. This Resolution becomes effective immediately upon its adoption.

ROLL CALL VOTE AS FOLLOWS:

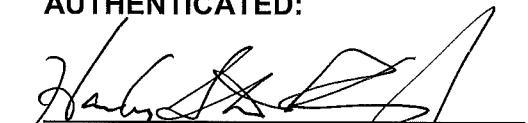
O. William Crippen	<u>yes</u>	Anthony Pupello	<u>yes</u>
Gary A. Blair	<u>yes</u>	Tom Abraham	<u>Absent</u>
Tom Laputka	<u>yes</u>	Jeff Allebach, Vice Mayor	<u>yes</u>
Harley Strickland, Mayor	<u>yes</u>		

ADOPTED THIS 2nd DAY OF November, 2008.

ATTEST:


Deborah J. Renner, CMC, City Clerk

AUTHENTICATED:


Harley Strickland, Mayor

Approved as to form and legal sufficiency:


W. E. Reischmann, City Attorney

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

THIS AGREEMENT is made and entered into on this _____ day of _____, 2009, by and between the City of Orange City, Florida, an incorporated municipality, (hereinafter referred to as “Orange City”), and the City of Deltona, (hereinafter referred to as “Deltona”)

WITNESSETH

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

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

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

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

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

I. DESCRIPTION OF SERVICES

Orange City and Deltona mutually agree that Deltona will manage and operate fire and rescue emergency and non-emergency radio and computer aided dispatch (CAD) communication services for Orange City. Such services shall include all the corporate limits of Orange City and other future areas of growth, which come within the jurisdiction of Orange City, as the same currently exists and as may be subsequently expanded through annexation, and including the corporate limits of the City of Debarry as the same currently exists and as may be subsequently expanded through annexation. These services shall operate and be provided on a twenty-four

(24) hour a day, seven (7) day a week basis. Deltona agrees to supply such services in an efficient, effective, and economical manner, that which is acceptable to Orange City.

II. **TERMS OF AGREEMENT**

A. TERM

This Agreement shall be for a period commencing on October 1, 2009 and shall terminate on September 30, 2011, unless earlier terminated or renewed as provided herein.

B. EARLY TERMINATION

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

AS TO DELTONA

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

AS TO ORANGE CITY

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

C. PAYMENT FOR SERVICES

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

Year Two - \$68,906.46

Year Three - \$75,955.51

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

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

RENEWAL

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

III. PERSONNEL/EQUIPMENT

A. DELTONA'S MANAGEMENT AND STAFFING RESPONSIBILITIES

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

B. EQUIPMENT

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

C. ORANGE CITY 'S RADIO MAINTENANCE OBLIGATIONS

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

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

1. Deltona shall provide fire and rescue emergency and non-emergency dispatching services as outlined in its present policies and procedures. Deltona shall provide necessary instruction and training in proper radio use when required, maintain numbered zones or reporting districts for identifying calls originating within Orange City, and keep adequate records pertaining to Orange City calls for service. Deltona shall not singularly change, alter, or delete any policy or procedure without communicating the changes and reasons thereto to Orange City.

2. Orange City agrees to observe instructions and procedures concerning the use of radios, to provide adequate radio equipment compatible with radio equipment utilized by Deltona, to notify Deltona in the event of a change in dispatching protocol initiated by Orange City, and to insure that fire and rescue emergency and non-emergency related telephone calls are properly forwarded to Deltona dispatching when Orange City's number is not operating.

E. REPORTS

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

F. COMMUNICATIONS COMPLAINTS

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

G. CONTRACTUAL OBLIGATIONS

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

H. INSPECTION AND MONITORING OF COMMUNICATIONS SERVICES

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

I. OBLIGATIONS AND RESPONSIBILITIES

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

IV. RESOLUTIONS OF DISPUTES

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

V. INDEMNIFICATION

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

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

VI. ENTIRE AGREEMENT

A. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof, as well; as any previous agreements presently in effect between the parties, relating to the subject matter hereof.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

VII. NOTICES

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

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

For City of Orange City

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

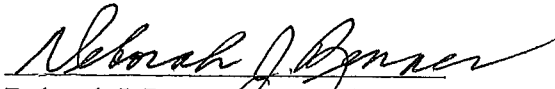
For City of Deltona

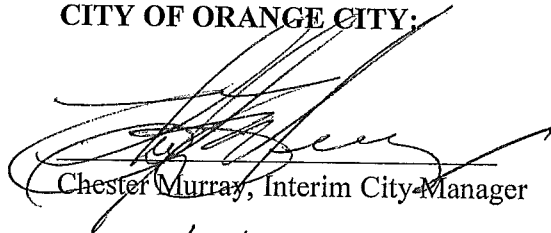
City Manager
2345 Providence Blvd.
Deltona, Florida 32725

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

ATTEST:

CITY OF ORANGE CITY:


Deborah J. Renner, CMC, City Clerk


Chester Murray, Interim City Manager

11/3/09
Date

11/3/09
Date

ATTEST:

CITY OF DELTONA:

Joyce Kent, Deputy City Clerk

Faith G. Miller, City Manager

Date

Date

Approved as to form and legality:

Acting City Attorney