


**Leon County
Board of County Commissioners**

Cover Sheet for Agenda #35

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney 

Title: Approval of the Fourth Amendment to the Interlocal Agreement Between the City of Tallahassee, Leon County, Florida, and the Leon County Sheriff Regarding the Consolidation of Public Safety Dispatch Communications

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/ Project Team:	Patrick T. Kinni, Deputy County Attorney

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the Fourth Amendment to the Interlocal Agreement between the City of Tallahassee, Leon County, Florida, and the Leon County Sheriff regarding the consolidation of Public Safety Dispatch Communications and authorize the Chairman to execute same.

Report and Discussion

Background:

This item is being brought to the Board for its consideration based upon the direction of the Consolidated Dispatch Agency (CDA) Board of Directors, which consists of the Leon County Administrator, the City of Tallahassee Manager, and the Leon County Sheriff. This Fourth Amendment to the Interlocal Agreement between the City of Tallahassee, Leon County, Florida, and the Leon County Sheriff Regarding the Consolidation of Public Safety Dispatch Communications (see Attachment #1) is also being considered for approval by the City of Tallahassee at its meeting of December 14, 2016, and has already been agreed to and executed by the Leon County Sheriff.

Analysis:

Revisions to the attached Interlocal Agreement are limited to the authority to terminate the CDA Director. The effect of the proposed Fourth Amendment is to authorize the termination of the CDA Director upon the unanimous vote of the CDA Board of Directors, rather than as presently written, which authorizes termination by any one of the three CDA Board Members. If approved, then Section 3.B of the Interlocal Agreement would read, in its entirety:

B. The Board shall have all the powers granted to it by this Agreement, and as may be necessary to carry out its duties as set forth herein. In addition thereto, the Board shall have the specific authority to adopt an annual operating budget, subject to approval by the parties, and shall be required to meet, and adopt said annual budget by August 30 of each year. Failure to adopt a budget by August 30 shall cause the immediate past (or current) fiscal year annual operating budget to be adopted for the next fiscal year by the Board. The Board shall also have the specific authority to appoint a CDA Director, and shall have the authority to terminate the employment of the CDA Director, as it deems appropriate. The Board shall evaluate the performance of the CDA Director on not less than an annual basis.

(emphasis supplied)

Section 3.A. of the Interlocal Agreement requires that all Board action be upon unanimous vote. Thus, the proposed amendments to the Interlocal Agreement encompassed within the Fourth Amendment attached hereto will have the effect of requiring the unanimous approval of the CDA Board of Directors to both appoint and terminate a CDA Director.

Title: Approval of the Fourth Amendment to the Interlocal Agreement Between the City of Tallahassee, Leon County, Florida, and the Leon County Sheriff Regarding the Consolidation of Public Safety Dispatch Communications

December 13, 2016

Page 3

Options:

1. Approve the Fourth Amendment to the Interlocal Agreement between the City of Tallahassee, Leon County, Florida, and the Leon County Sheriff regarding the consolidation of Public Safety Dispatch Communications and authorize the Chairman to execute same.
2. Do not approve the Fourth Amendment to the Interlocal Agreement between the City of Tallahassee, Leon County, Florida, and the Leon County Sheriff regarding the consolidation of Public Safety Dispatch Communications.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Fourth Amendment to the Interlocal Agreement between the City of Tallahassee, Leon County, Florida, and the Leon County Sheriff regarding the consolidation of Public Safety Dispatch Communications

FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF TALLAHASSEE, LEON COUNTY, FLORIDA, AND THE LEON COUNTY SHERIFF REGARDING THE CONSOLIDATION OF PUBLIC SAFETY DISPATCH COMMUNICATIONS

This Fourth Amendment to the Interlocal Agreement dated May 31, 2012, by and between the City of Tallahassee, hereinafter referred to as "City", Leon County, Florida, a political subdivision of the State, hereinafter referred to as "County", and the Leon County Sheriff, hereinafter referred to as "Sheriff", regarding the Consolidation of Public Safety Dispatch Communications, is hereby entered into by and between said parties this ____ day of December, 2016.

RECITALS

WHEREAS the City, County, and Sheriff entered into an Interlocal Agreement regarding the Consolidation of Public Safety Dispatch Communications dated May 31, 2012, which was subsequently amended on October 4, 2012, March 27, 2013, and May 14, 2013 (collectively, the "Interlocal Agreement"); and

WHEREAS Section 15.B. of the Interlocal Agreement provides authority to amend the terms of the Interlocal Agreement provided same is reduced to writing and executed by the parties in accordance with general law; and

WHEREAS the parties hereto have agreed to amend the Interlocal Agreement to serve the best interests of each party.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which being hereby acknowledged, the City, County, and Sheriff do hereby agree as follows:

I. Section 3.B of the Interlocal Agreement is hereby amended in its entirety to read as follows:

B. The Board shall have all the powers granted to it by this Agreement, and as may be necessary to carry out its duties as set forth herein. In addition thereto, the Board shall have the specific authority to adopt an annual operating budget, subject to approval by the parties, and shall be required to meet, and adopt said annual operating budget by August 30 of each year. Failure to adopt a budget by August 30 shall cause the immediate past (or current) fiscal year annual operating budget to be adopted for the next fiscal year by the Board. The Board shall also have the specific authority to appoint a CDA Director, and shall have the authority to terminate the employment of the CDA Director, as it deems appropriate. The Board shall evaluate the performance of the CDA Director on not less than an annual basis.

II. All other provisions, sections, or requirements of the Interlocal Agreement, not otherwise in conflict with the provisions herein, shall remain in full force and effect.

III. This Fourth Amendment to the Interlocal Agreement, shall be effective upon full execution of the parties and recordation with the Clerk of the Circuit Court.

IV. The County shall record this Fourth Amendment to the Interlocal Agreement with the Clerk of the Circuit Court upon execution of the parties. Upon return of the recorded Fourth Amendment to the Interlocal Agreement, the County shall deliver a recorded copy of same to the City and Sheriff.

IN WITNESS THEREOF, the parties hereto, through their duly authorized representatives, have executed this Fourth Amendment to the Interlocal Agreement this ____ day of December, 2016.

CITY OF TALLAHASSEE, FLORIDA

By: _____
Andrew Gillum, Mayor

Attest:

By: _____
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: _____
Lewis E. Shelley, Esq.
City Attorney

LEON COUNTY, FLORIDA

By: _____
John E. Dailey, Chairman
Board of County Commissioners

Attest:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

By: _____

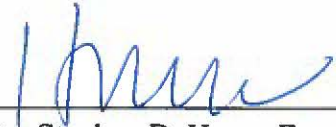
Approved as to Form:
Leon County Attorney's Office

By: _____
Herbert W. A. Thiele, Esq.
County Attorney

LEON COUNTY SHERIFF

By: 
Mike Wood, Sheriff

Approved as to Form:

By: 
Major Stephen D. Hurm, Esq.
General Counsel