

**Revised Attachment #1
for Agenda Item #5
for the
Meeting of Tuesday, July 10, 2018**

Consent


5. Amended and Restated Public Safety Dispatch Consolidation Interlocal Agreement with the City of Tallahassee and Leon County Sheriff
(County Administrator/ County Administration)

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

VIA ELECTRONIC DELIVERY

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM: Herbert W.A. Thiele, County Attorney 

DATE: July 5, 2018

SUBJECT: Agenda Item #5 for July 10, 2018 Board Meeting – Amended and Restated Interlocal Agreement between the City of Tallahassee, Leon County, Florida and Leon County Sheriff Regarding the Consolidation of Public Safety Dispatch Communications

Attached please find a copy of the above-referenced Interlocal Agreement. This version has been revised to both make the changes as described in the Agenda Item, as well as what the Board previously approved on December 13, 2016, and make the provisions contained in Section 3.B. and Section 5.A. regarding the CDA Director consistent. Please replace the version in the previous agenda package with this version.

If you have any questions with regard to this matter, please do not hesitate to contact the Leon County Attorney's Office.

HWAT/et

Attachment:

Amended and Restated Interlocal Agreement between the City of Tallahassee, Leon County, Florida and Leon County Sheriff Regarding the Consolidation of Public Safety Dispatch Communications

cc: Vincent S. Long, County Administrator
Alan Rosenzweig, Deputy County Administrator

**AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY
OF TALLAHASSEE, LEON COUNTY, FLORIDA AND LEON COUNTY SHERIFF
REGARDING THE CONSOLIDATION OF PUBLIC SAFETY DISPATCH
COMMUNICATIONS**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and among the City of Tallahassee, a Florida municipal corporation (the “City”); Leon County, Florida, a charter county and political subdivision of the State of Florida (the “County”); and the Leon County Sheriff (the “Sheriff”).

RECITALS

WHEREAS, the City, County and Sheriff are authorized to establish a separate legal entity pursuant to Section 163.01, Florida Statutes, which provides that any public agency, including any city, county, and any independently elected county officer, shall have the power to establish a separate legal entity by interlocal agreement to administer the provision of public safety consolidated dispatch services on a countywide basis; and

WHEREAS, the City, County and Sheriff wish to enter into an agreement that creates a consolidated dispatch agency for the purposes of dispatching law enforcement, fire and emergency medical services personnel; and

WHEREAS, the City currently dispatches Tallahassee Police Officers and the Tallahassee Fire Department; and the Sheriff’s Office currently dispatches Leon County Sheriff Deputies; and Leon County currently dispatches Leon County Emergency Medical Services personnel; and

WHEREAS, the consolidation of the dispatch function of all law enforcement and emergency personnel is found and declared to be in the best interest of the health, safety and welfare of all Leon County and City of Tallahassee residents; and

WHEREAS, the City, County and Sheriff entered into a Memorandum of Agreement dated December 13, 2006 and an Amendment to Memorandum of Agreement dated November 3, 2011, collectively, the “MOA”, to create a Public Safety Communications Board to manage the existing 800 MHz Public Safety Communications system and develop a plan for public safety consolidated dispatch services on a county-wide basis; and

WHEREAS, the City, County and Sheriff hereby find it appropriate to dissolve the Public Safety Communications Board, terminate the MOA, and replace same with this Chapter 163 Interlocal Agency Agreement; and

WHEREAS the City, County, and Sheriff entered into an Interlocal Agreement for the Consolidation of Public Safety Dispatch Communications dated May 31, 2012; and

WHEREAS Section 15(B) of the Interlocal Agreement provides authority to amend the terms of the Interlocal Agreement; and

WHEREAS all Parties have agreed to incorporate the First Amendment dated October 4, 2012; the Second Amendment dated March 27, 2013; the Third Amendment dated May 14, 2013; and the Fourth Amendment dated December 14, 2016 into this, Amended and Restated Interlocal Agreement Between the City of Tallahassee, Leon County, Florida and Leon County Sheriff Regarding the Consolidation of Public Safety Dispatch Communications.

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

SECTION 1. CONSOLIDATED DISPATCH AGENCY

Pursuant to Section 163.01(7), Florida Statutes, the City, County and Sheriff, collectively the Parties, hereby create a Consolidated Dispatch Intergovernmental Agency (“Consolidated Dispatch Agency” or “CDA”) to govern and manage the provision of public safety consolidated dispatch services on a county-wide basis. This Agreement is intended to replace the MOA, which will be terminated by a separate agreement that also will dissolve the Public Safety Communications Board.

SECTION 2. POWERS AND DUTIES OF CONSOLIDATED DISPATCH AGENCY

The CDA, being established and charged with the responsibility of providing public safety consolidated dispatch services for the Leon County Sheriff, Leon County Emergency Medical Services, and the City of Tallahassee Police and Fire Departments, shall have all of the powers granted to it by this Agreement and the general laws of the State of Florida as may be necessary and proper to carry out the intent and purposes of this Agreement. In addition thereto, the CDA shall have the following specific powers and authority:

1. To sue and be sued in the name of the CDA.
2. To pay any and all costs of the CDA, including but not limited to, the acquisition of equipment and services for the provision of public safety consolidated dispatch services.
3. To hire, employ and retain any and all persons deemed necessary to carry out the purposes of this Agreement.
4. To enter into contracts, including but not limited to, those with emergency service providers, municipalities, counties and state and federal governmental units, for the purposes of obtaining financial aid, grants, assistance or benefits, and otherwise, for the purpose of carrying out the intent of this Agreement.
5. To participate in state and city retirement and pension plans for the benefit of its employees.
6. To exercise any other powers provided by this Agreement supplemental, incidental or amendatory hereto, as adopted by the Parties.

SECTION 3. GOVERNING BODY; POWER AND DUTIES OF THE BOARD

A. The governing body of the CDA established hereby shall consist of the City of Tallahassee City Manager, the Leon County Administrator and the Leon County Sheriff, hereinafter called the "Board", and shall meet as necessary to conduct its duties and responsibilities in accordance with the powers set forth in this Agreement. The Board shall govern itself wholly within the purview of the Government-in-the-Sunshine-Act. A quorum shall be required to take any official action by the Board, which shall consist of all three (3) members. Action by the Board shall be upon unanimous vote.

B. The Board shall have all the powers granted to it by this Agreement, and as may be necessary to carry 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. 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.

C. The Board, upon the recommendation of the CDA Management Committee, shall adopt standard operating procedures that shall govern the operations and performance of the CDA.

D. The Board, upon recommendation of the CDA Management Committee, may adopt personnel policies for administration of CDA personnel matters, including but not limited to layoff, leave, anti-harassment, anti-discrimination, hiring, payroll, and grievance. In the absence of such an adoption, CDA personnel matters shall be administered in accordance with City personnel policies. Any changes to personnel policies after the Commencement Date which apply to CDA employees shall be binding on the CDA unless and until otherwise rejected by the Board. The City shall provide the CDA Management Committee with copies of its current personnel policies; and, thereafter, shall provide copies of all amendments to such policies.

SECTION 4. CONSOLIDATED DISPATCH AGENCY MANAGEMENT COMMITTEE

A. A CDA Management Committee is hereby established as primarily an advisory body to make recommendations on policy to the Board, and to carry out the Board's direction on policy. The CDA Management Committee shall meet at least annually and shall consist of the Sheriff's appointee; the Police Chief, the Fire Chief and the Emergency Medical Services Chief, or their respective designees. The CDA Management Committee shall govern itself wholly within the purview of the Government-in-the-Sunshine-Act. A quorum shall be required to take any official action by the CDA Management Committee, which shall consist of not less than three members. Action by the CDA Management Committee shall be upon majority vote of the members present at a meeting.

B. The CDA Management Committee shall be responsible for making recommendations to the Board in regard to the hiring of the CDA Director. The CDA Management Committee duties shall include but not be limited to, the following: making recommendations to the Board with respect to adopting standard operating procedures; making recommendations to the Board with respect to adopting personnel policies for administration of CDA personnel matters; monitoring the operations of the CDA; monitoring the budgetary, insurance, purchasing, human resource, fleet and facilities management, technology and dispatch needs of the CDA; recommending approval of an operating budget to the Board; and recommending approval of long and short term plans for the operation of the CDA.

C. The CDA Management Committee shall be responsible for the general administration and operation of the Digital Trunked Simulcast Radio System, owned by the Parties, in accordance with that certain Agreement among the Parties dated December 20, 2007, as the same may be amended from time to time.

SECTION 5. CONSOLIDATED DISPATCH AGENCY DIRECTOR

A. There is hereby established the position of the CDA Director. The CDA Director shall be hired by the Board and may be terminated by the Board, as it deems appropriate. The CDA Director shall be an at-will position and shall report directly to the Board.

B. The CDA Director shall direct the CDA towards its primary objective and assume overall management control of all public safety consolidated dispatch services county-wide. The CDA Director's duties shall include, but not be limited to, the following: developing policies, procedures and an annual operating budget for the CDA, subject to the review of the CDA Management Committee and approval of the Board; updating the CDA Management Committee with project status reports, as necessary; managing the daily operations of the CDA; supervising and evaluating CDA employees; and implementing an annual financial audit conducted by an independent public accounting firm licensed under Chapter 473, Florida Statutes.

SECTION 6. LOCATION

The primary location for the Consolidated Dispatch Agency shall be in the Public Safety Complex Facility located at 911 Easterwood Drive, Tallahassee, Florida. A separate Agreement shall govern the operation and maintenance of the Public Safety Complex Facility. A back-up facility for the Consolidated Dispatch Agency shall be located at the Leon County Jail.

SECTION 7. PERSONNEL

A. All existing dispatch operations personnel of the City, the Sheriff and the County shall become employees of the Consolidated Dispatch Agency upon the Commencement Date of the Agreement.

B. For purposes of retirement, existing Sheriff and County employees may elect, not later than the Commencement Date, to maintain their current retirement plan through the Florida

Retirement System. Alternatively, existing Sheriff and County employees may elect, not later than the Commencement Date, to switch to the City's Pension Plan. Existing Sheriff and County employees will be provided professional financial support in evaluating the election described above. All new employees of the CDA hired after the Commencement Date shall become members of the City pension plan. The CDA will be the retirement administrator for all CDA employees, although the City will act as its agent.

C. The CDA shall be the benefit administrator for all CDA employees. The City will be the retirement benefit administrator for all CDA employees.

D. The sole authority to hire and terminate employees of the CDA shall rest with the CDA Director.

SECTION 8. FUNDING

A. The City and County shall fund the CDA budget proportionately based upon the per capita population within the corporate limits of the City of Tallahassee for the City, and the per capita population within the unincorporated area of Leon County for the County, as established in the most recent certified census ("Proportionate Share"). The CDA budget shall include costs associated with the provision of public safety consolidated dispatch services contemplated under this Agreement, including the operation and maintenance of work space, personnel, equipment and other Service Cost Allocations attributable to the CDA. The budgeted allocations will be made net of any other resources utilized to support the CDA, such as Fire and/or Emergency Medical Services revenues, grants in aid, etc. The allocation of costs for operation and maintenance of the Public Safety Complex shall be governed by a separate Agreement.

B. Service Cost Allocations are defined as those costs associated with services provided to the CDA by the Parties, which include but are not limited to, human resources, accounting, purchasing, information services, risk management, insurance, legal, finance, revenue collection, treasury management, records management, retirement administration, payroll, accounting services and equipment. The respective Party providing each service shall be entitled to reimbursement or credit through a cost allocation which shall be included in the CDA's annual budget.

C. The annual budget for each fiscal year, inclusive of pay adjustments, of the CDA which is to be funded as set forth above, shall be prepared by the CDA Director, reviewed and upon the recommendation of the CDA Management Committee, adopted by the Board prior to the inception of each fiscal year, and approved by each Party before such budget shall become effective. The CDA budget request shall be submitted by the CDA Director in a format consistent with the City's budget process. The budget shall be amended and approved as part of the budget process of each Party. Not later than December 15 of each year, all unspent budgeted funds for the preceding fiscal year shall be returned to the Parties, based upon their Proportionate Share. Not later than the first day of each fiscal year quarter, the City and the County shall transfer funds to the CDA an amount equal to one quarter (1/4) of their Proportionate Share of the approved annual budget for the CDA.

D. Funding to support the hiring of the CDA Director prior to the Commencement Date shall be allocated to the Sheriff and City based on the Proportionate Share.

SECTION 9. OPERATIONS

A. All standard operational procedures of the CDA must be approved by the Board, upon the recommendation of the CDA Management Committee, pursuant to Section 4.B, and shall be implemented by the CDA Director.

B. The Board is authorized to utilize employees, property, equipment and services of the Parties in assisting the CDA in performing its obligations and duties as set forth in this Agreement, upon the consent of the Parties, and the subject Party may charge the CDA the reasonable costs associated therewith. By accepting the use of such employees, property, equipment and services, the CDA thereby agrees to pay the reasonable costs associated therewith.

C. The County shall provide support for the CDA's telephone system. The Sheriff shall provide support for the E-911 system. The City shall provide support for the following: CDA's computer hardware (e.g., personal computers, servers, network, etc.); software; Computer-Aided Dispatch ("CAD") Systems: installation, maintenance, training, and management of the hardware and software supporting Motorola systems (including but not limited to systems used for CAD such as Premier One CAD, NCIC/FCIC, ProQA, Aqua, Adore DOR Tracking, etc.) in coordination with Motorola and/or its vendors. The City and the County, in accordance with the existing GIS Agreement, will support the county-wide Geographical Information System, used by CDA employees and other users, in accordance with that certain Agreement among the City, the County, and the Leon County Property Appraiser dated May 30, 1990, and all amendments thereto (if any). All services provided by or through the City or County shall be billable to, and paid by, the CDA.

D. To the extent possible, and for purposes of interoperability and resource sharing, the Parties agree to maintain compatible Records Management Systems.

SECTION 10. ADMINISTRATIVE

The CDA shall follow the City administrative policies and procedures relating to purchasing, finance, and accounting unless other policies or procedures are adopted by the Board.

SECTION 11. ATTORNEY TO CONSOLIDATED DISPATCH AGENCY

The Sheriff's designee may serve as attorney of record to the CDA for liability related issues. The City Attorney, or his designee, may serve as attorney of record to the CDA for employment related issues. The Board may appoint an attorney to represent the CDA and Board who shall be a member of the Florida Bar and in good standing with sufficient relevant experience. Attorney's fees for services rendered may be paid by the CDA as approved by the

Board. Each Party's legal representative may serve as an attorney of record for legal matters where that Party's interests are directly affected.

SECTION 12. WITHDRAWAL FROM CONSOLIDATED DISPATCH AGENCY AND DISSOLUTION

A. The CDA shall continue to exist until dissolved in accordance with the general laws of the State of Florida and this Interlocal Agreement. Should any Party desire to withdraw from the CDA, it may do so by adopting an appropriate resolution so declaring its intent to withdraw and notify the Board and the other Parties by April 1st of the ninth year of the then current term, with such termination to be effective at the end of the then current term (10th year). In the event said Party should withdraw from the CDA, the CDA shall be deemed dissolved and upon the Effective Date of such dissolution, all property, real and personal, conveyed to the CDA by the Parties, if any, shall revert to the ownership of the Party that conveyed same.

B. Should all Parties desire to withdraw from the CDA, the CDA shall be deemed dissolved and upon the effective date of such dissolution, all property, real and personal, conveyed to the CDA by the Parties, if any, shall revert to the ownership of the Party that conveyed such property to the CDA. The Board shall determine the disposition of all property, real and personal, owned by the CDA.

SECTION 13. AGENCY LIABILITY

The CDA, upon the Effective Date of this Agreement, (i) shall be responsible and liable, in accordance with Florida law, for all acts and omissions of the CDA, its officers, agents or employees arising out of, or relating in any way to, the CDA's provision of joint dispatch services under this Agreement and its use or occupancy of the Public Safety Complex and (ii) shall defend, indemnify and hold the Parties harmless from and against any and all suits, damages, and costs, including attorney's fees and costs of defense and litigation, arising out of such provision of services or such use or occupancy. The liability of the CDA under this section is intended to be consistent with the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, and is not intended to alter said waiver nor extend the liability of the CDA beyond the limits established in said Section 768.28. Nothing in this Section shall be construed as requiring the CDA to so indemnify a Party for that Party's own acts or omissions or the acts or omission of that Party's officers, agents or employees.

SECTION 14. INSURANCE

The CDA shall obtain, and keep in force and effect at all times, (i) liability insurance in such amounts, and providing such coverage, as may be deemed appropriate by the Board, and (ii) workers' compensation insurance in such amounts as may be required by Florida law.

SECTION 15. MISCELLANEOUS PROVISIONS

A. Liability for Prior Claims.

The Parties shall remain liable for any and all claims of property damage, liability, workers' compensation, etc., including but not limited to, payment of claims, judgments, awards, and legal fees for injuries, illnesses, or events occurring prior to the Commencement Date of this Agreement and which is attributable to that respective Party.

B. Amendments.

The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement, in accordance with general law.

C. Assignment.

The Parties agree not to assign any of the services specified by this Agreement to a third-party without the prior written consent of the other Parties.

D. Conflict Resolution.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give written notice to the other Parties in writing, setting forth the name of the Party or Parties involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."
2. Should the Parties be unable to reconcile any dispute, the appropriate City, County and Sheriff personnel shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the Board. If the Parties are unable to reconcile their dispute, they shall report their impasse to the Board who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.
3. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then any Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Parties. The mediator shall meet the qualifications set forth in Rule 10.010(c), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in emergency services matters. If

agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

4. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then such dispute may be referred to binding arbitration by either of the Parties. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).
 - a. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Parties (the "Respondent(s)"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent(s), within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.
 - b. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.
 - c. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

E. Recordation.

The County shall record this Agreement with the Leon County Clerk of the Court upon execution of the Parties and prior to the Commencement Date. Upon return of the recorded Agreement, the County shall deliver a recorded copy of this Agreement to the City and Sheriff.

SECTION 16. EFFECTIVE DATE

This Agreement shall be effective ("Effective Date") upon execution by all Parties.

SECTION 17. TERM: COMMENCEMENT DATE: RENEWAL

The term of this Agreement shall be for a period of ten (10) years commencing April 1, 2013 ("Commencement Date") and shall be renewed automatically at the end of that, and each subsequent, ten-year period, except as may be provided in Section 12.

IN WITNESS WHEREOF, the Parties cause this Interlocal Agreement to be executed by their duly authorized representatives this _____ day of _____, 2018.

CITY OF TALLAHASSEE, FLORIDA

By: _____
Andrew Gillum, Mayor

Attest:

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

Approved as to form:

By: _____
Cassandra Jackson, City Attorney

LEON COUNTY, FLORIDA

By: _____
Nick Maddox, Chairman
Board of County Commissioners

Attest:
Gwendolyn Marshall, Clerk of Court &
Comptroller, Leon County

By: _____

Approved as to form:
County Attorney's Office

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

LEON COUNTY SHERIFF

Walt McNeil, Sheriff

Approved as to form:

By: _____
James W. Pimentel, Esq.
Sheriff Attorney