



## MONETTI & ASSOCIATES LLC, CONSULTING AGREEMENT

This Agreement is made effective as of July 1st, 2019, by and between Monetti and Associates LLC, with offices at 652 Plantation Blvd, West River, Maryland 20778, Broward County ("County"), a political subdivision of the State of Florida, and the City of Hollywood ("City"), a Florida municipal corporation (each of the foregoing a "party" and, collectively, the "parties").

In this Agreement, both the County and the City are contracting to receive consulting services and shall be referred to collectively as the "Client," and the party who will be providing the consulting services shall be referred to as Monetti & Associates. The parties acknowledge that any approvals or authorizations required under this Agreement by Client require the approval of both the City and the County.

Gary R. Monetti, Founder and Managing Director, Monetti & Associates has a background in FirstNet, Public Safety, State and local, federal, aerospace, Mobile Network Operators, telecom, cellular LTE communications, satellite communications, electromagnetic spectrum and other relevant technical, government and industry experience. Monetti & Associates is willing to provide consulting services to the Client based on this background. The Client desires to have services provided by Monetti & Associates.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on July 1, 2019, Monetti & Associates will provide the services of the Independent Expert as described in the Interlocal Agreement Between Broward County and City of Hollywood Regarding P25 Agreement (collectively, the "Services"), a copy of which is attached hereto as Exhibit A (the "Interlocal Agreement").

Gary Monetti hereby agrees to perform as the lead consultant for Monetti and Associates for this engagement as set forth in this Agreement, including Exhibit A. Other Monetti & Associates consultants can be utilized as deemed necessary by Monetti & Associates for the Services at issue.

**2. PERIOD OF PERFORMANCE.** The contract shall remain active for up to 2 years beginning July 1, 2019, and continuing through June 30, 2021 or Final Acceptance of the P25 System (as referenced in the Interlocal Agreement, Section 2.2), whichever is earlier. The Services to be performed are those identified as to be performed by the Independent Expert in the Interlocal Agreement, and shall not to exceed 375 hours or \$75,000, plus reimbursable expenses not to exceed \$2,500, through completion and submission of the Independent Expert Report as described in Exhibit A. **The Independent Expert Report must be completed and submitted to the Client within 45 days of the effective date of this Agreement**, unless an extension is agreed to in writing by the Client upon request by Monetti & Associates.

After submission of the Independent Expert's written report, additional hours required for Services under the Interlocal Agreement and funding thereafter shall be provided as necessary and shall not exceed an additional 175 hours or \$35,000, plus reimbursable expenses not to exceed \$2,500 (post-report Services only) unless approved in writing in advance by the Client.

**3. PAYMENT.** The County will pay Monetti & Associates for the Services based on the rate of \$200.00 per hour, subject to the limitations stated in Section 2. This fee shall be invoiced monthly and paid by the County no later than 30 days after submission of a monthly invoice for services rendered. The City's 50% share of Monetti & Associates' charges shall be paid as set forth in the Interlocal Agreement.

**4. EXPENSE REIMBURSEMENT.** Monetti & Associates shall be entitled to reimbursement from the Client for the following "out-of-pocket" expenses: travel expenses and meals (excluding alcoholic beverages), subject to the not-to-exceed amounts stated in Section 2 and the limitations of Section 112.061, Florida Statutes, and must be authorized in advance in writing by the Client. All such expenses shall be included in the monthly invoice and paid in accordance with Section 3.

**5. SUPPORT SERVICES.** The Client will provide Monetti & Associates with any information as it relates to the Services, the Circ Site, the WLP Site, the P25 Agreement, the P25 Agreement Standards (as those terms are defined in the Interlocal Agreement), and any other facts and information that is deemed relevant by the County or by the City or that is requested by Monetti & Associates.

**6. SUBCONSULTANTS.** Monetti & Associates may retain any subconsultants that Monetti & Associates determines are necessary to perform the Services, provided that each subconsultant meets the qualification criteria for the Independent Expert as stated in the Interlocal Agreement, and provided that all such subconsultants fees and expenses are charged to the Client at cost (with no markup) and included within the not-to-exceed limitations of Section 2 above.

**7. TERM/TERMINATION.** This Agreement will terminate at the end of the performance period stated in Section 2, unless otherwise agreed in writing by Monetti & Associates and the Client.

**8. RELATIONSHIP OF PARTIES; NO CONFLICTS.** It is understood by the parties that Monetti & Associates is an independent contracting firm with respect to the Client, and not an employee of the Client, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the parties. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Monetti & Associates. In providing Services under this Agreement, neither Monetti & Associates nor its agents shall act as officers, employees, or agents of the Client. Monetti & Associates shall not have the right to bind the Client to any obligation not expressly undertaken under this Agreement or stated in the Interlocal Agreement. Neither Monetti & Associates nor its employees or subcontractors shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Monetti & Associates' performance and obligations as an independent expert and the independent and objective exercise of judgment and care related to the performance of the required Services under this Agreement.

**9. DISCLOSURE.** Monetti & Associates is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the County or the City.

**10. EMPLOYEES.** Monetti & Associates employees, if any, 1099 or direct, and subconsultants, if any, who perform services for the Client under this Agreement shall also be bound by the provisions of this Agreement.

**11. FISCAL YEAR.** The continuation of this Agreement beyond the end of any County or City fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129 and Chapter 166, Florida Statutes, as applicable.

**12. TERMINATION.** This Agreement may be terminated for cause by the Client or by Monetti & Associates if the other is in material breach and has not corrected the breach within ten (10) days after receipt of written notice from Monetti & Associates or the Client, as applicable, identifying the breach.

**13. TRUTH-IN-NEGOTIATIONS; AUDIT.** Monetti & Associates represents that it has not paid or agreed to pay any person or entity any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement, and that it qualifies as an Independent Expert under the terms of the Interlocal Agreement. The Client shall have the right to audit the books, records, and accounts of Monetti & Associates and its subconsultants that are related to this Agreement. Monetti & Associates and its subconsultants shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Monetti & Associates or its subconsultants shall make same available in written form at no cost to the Client.

**14. PUBLIC RECORDS; RETURN OF RECORDS.** Consistent with Section 119.0701, Florida Statutes, Monetti & Associates shall:

- (a) Keep and maintain public records required by the Client to perform the services under this Agreement;
- (b) Upon request from the Client, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to the Client; and
- (d) Upon completion or termination of this Agreement, transfer to the Client, at no cost, all public records in possession of Monetti & Associates or keep and maintain public records required by County to perform the services. If Monetti & Associates transfers the records to County, Monetti & Associates shall destroy any duplicate public records that are exempt or confidential and exempt. If Monetti & Associates keeps and maintains the public records, Monetti & Associates shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to the Client, who will be responsible for responding to any such public records requests. Monetti & Associates will provide any requested records to the Client to enable the Client to respond to the public records request.

**IF MONETTI & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MONETTI & ASSOCIATES' DUTY TO**

**PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PERSONS LISTED UNDER NOTICES IN SECTION 15 OF THIS AGREEMENT.**

Upon termination of this Agreement, Monetti & Associates shall deliver to the Client via the Notices addresses stated in Section 15 (unless otherwise agreed by the parties) all records, notes, data, memoranda, models, and equipment of any nature that are in its possession or under control as they relate to the Client or the Services hereunder.

**15. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered via email, in person, or by U.S. mail/special carrier, postage prepaid to the following addresses as as stated below:

For Client (copies must be provided to all recipients listed below):

Broward County  
Attn: County Administrator  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
Email address: BHenry@broward.org

City of Hollywood  
Attn: Dr. Wazir Ishmael  
2600 Hollywood Boulevard, St. 419  
Hollywood, Florida 33020  
Email address: wishmael@hollywoodfl.org

Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email address: AMeyers@broward.org

Douglas R. Gonzales  
City Attorney  
2600 Hollywood Boulevard, St. 407  
Hollywood, Florida 33020  
Email address: dgonzales@hollywoodfl.org

For Monetti & Associates:

Monetti & Associates, LLC  
Gary Monetti  
Founder and Managing Director  
652 Plantation Blvd  
West River, Maryland 20778  
garymonetti@monettiandassociates.com

Such address may be changed from time to time by any party by providing written notice to the other in the manner set forth above.

**16. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**17. AMENDMENT.** This Agreement may be modified or amended only if the amendment is made in writing and is signed by all parties, including both the County and the City.

**18. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**19. WAIVER OF CONTRACTUAL RIGHT.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**20. APPLICABLE LAW; VENUE; JURY WAIVER.** This Agreement shall be governed by the laws of the State of Florida. Monetti & Associates must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

**21. SOVEREIGN IMMUNITY.** Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the County or the City nor shall anything included herein be construed as consent by the County or the City to be sued by third parties in any matter arising out of this Agreement. The County and the City are political subdivisions as defined in Section 768.28, Florida Statutes, and shall each be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

**22. ASSIGNMENT.** Monetti & Associates agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement. Any purported assignment, transfer, or delegation shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

**23. INTERPRETATION.** This Agreement shall be construed to comply with the terms and conditions and effectuate the Interlocal Agreement. This Agreement has been jointly prepared by the parties, and shall not be construed more strictly against any party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

**24. EFFECTIVE DATE; COUNTERPARTS.** This Agreement shall be signed effective as of the date is it fully executed by all parties. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**25. APPROVALS.** Any approval required by the Client under this Agreement requires the written approval of both the County, through its County Administrator or designee, and the City, through its City Manager or designee.

[Remainder of this page is intentionally blank.]

**MONETTI & ASSOCIATES LLC, CONSULTING AGREEMENT**

Monetti & Associates, LLC

By:  \_\_\_\_\_  
Gary Monetti  
Founder and Managing Director

MONETTI & ASSOCIATES LLC, CONSULTING AGREEMENT

County

WITNESS:

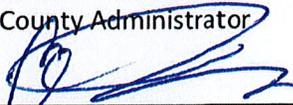
  
(Signature)

ARIE NE JARDINE  
(Print Name of Witness)

  
(Signature)

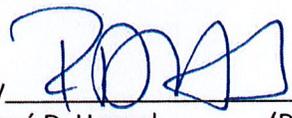
Michael W Burke  
(Print Name of Witness)

BROWARD COUNTY, by and through  
its County Administrator

By   
County Administrator

1 day of July, 2019

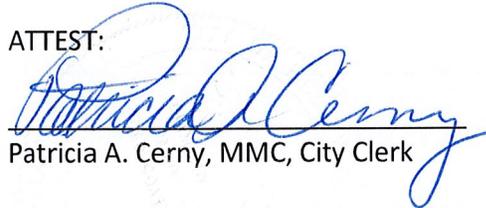
Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By  7/6/19  
René D. Harrod (Date)  
Deputy County Attorney

MONETTI & ASSOCIATES LLC, CONSULTING AGREEMENT

CITY OF HOLLYWOOD

ATTEST:

  
Patricia A. Cerny, MMC, City Clerk

  
Josh Levy, Mayor

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY for the use and reliance  
of the City of Hollywood, Florida, only.

  
Douglas R. Gonzales, City Attorney

  
Cintya Ramos, Director  
Department of Financial Services

**EXHIBIT A**  
**Interlocal Agreement**

## **INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD REGARDING P25 SYSTEM**

This Interlocal Agreement (“Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and the City of Hollywood, a Florida municipal corporation (“City”) (collectively, County and City are referred to herein as the “Parties” and each individually as a “Party”).

### **RECITALS**

A. In an effort to provide a reliable, direct, and rapid access countywide emergency communications system protecting the public health, safety, and welfare, County initiated a competitive solicitation for a vendor to provide a state-of-the-art public safety communications system and, following a competitive procurement, entered into a contract with an initial value in excess of \$59 million for an upgraded countywide public safety radio communications system (“P25 System”) with Motorola Solutions, Inc., to implement, support, and maintain the P25 System (the “P25 Agreement”).

B. County asserts that County has worked to site the required new communications towers in locations that would meet or exceed the coverage requirements of the P25 System. One of the sites selected by County for a new tower is County-owned property within West Lake Park, 1200 Sheridan Street, Hollywood, Florida (“WLP Site”).

C. On August 21, 2018, County submitted an application to City for approval of a site plan (“Site Plan Application”) for a tower located at the WLP Site (“WLP Tower”). County represents that the WLP Tower would meet all P25 Agreement Standards (as defined below). City represents that on September 6, 2018, City’s Planning and Urban Design Division staff issued its report recommending that the City Commission approve the Site Plan Application. City further asserts that on September 6, 2018, the City’s Planning and Development Board considered the Site Plan Application and recommended denial of the Site Plan Application. On October 17, 2018, the City’s planning staff presented the Site Plan Application to the City Commission with a recommendation of approval. The City Commission deferred a decision on the Site Plan Application and requested that County consider relocating the planned P25 site to an alternate site, namely the roof of the newly-constructed Circ Residences building (the “Circ Site”) in downtown Hollywood. City asserts that, on October 17, 2018, all applicable parties waived their entitlement to a quasi-judicial proceeding; County denies that it has ever waived its entitlement to a quasi-judicial proceeding and asserts that a quasi-judicial proceeding was required.

D. On January 8, 2019, County adopted Resolution No. 2019-23, initiating the conflict resolution process pursuant to Chapter 164, Florida Statutes. City has indicated on the record during the conflict resolution process its belief that County’s commencement of such process was premature and inappropriate, and the Parties proceeded to comply with those procedures, in good faith, notwithstanding City’s announced position.

E. On January 29, 2019, pursuant to City's request that County relocate the applicable proposed P25 site to the Circ Site, County approved the commissioning of consultants for an expedited assessment of the viability thereof, while simultaneously negotiating potential lease terms with the owners of the Circ Site. In parallel with County's efforts, City staff coordinated with the owners of the Circ Site to expedite lease negotiations and share Circ Site information with County.

F. By the end of March 2019, County's studies were concluded and submitted for consideration by the Parties by County's consultant, Nick Falgiatore of Mission Critical Partners ("County Expert"). City disagreed with County Expert's conclusions, and thereafter, in April 2019, engaged its own consultant, G.M. Selby, Inc. ("City Expert"). The City Expert reached materially different conclusions than those reached by the County's Expert regarding the viability of a P25 site at the Circ Site and the relative radio coverage afforded by the Circ Site. The City represents that the City Expert concluded the Circ Site was far superior to the WLP Site when considering the health, welfare, and safety of County residents as it relates to protection of the P25 equipment, protection of the equipment during storms, and recoverability after a natural disaster.

G. On April 16, 2019, including due to concerns with the proposed Circ Site, the County Commission directed County staff to proceed with locating the required tower at the WLP Site unless the site was not viable. On June 5, 2019, the City Commission denied County's Site Plan Application for the WLP Tower.

H. On June 6, 2019, pursuant to Section 164.1055, Florida Statutes, a joint public meeting between the governing bodies of County and City was held (at which the City Attorney again announced City's position that the meeting was premature under Section 164, Florida Statutes, but that City's representatives were present and ready to reach a reasonable resolution, if possible).

I. In the spirit of cooperation, and to protect the health, safety, and welfare of the residents of Hollywood and countywide, the Parties discussed certain terms to address the location of the proposed tower and resolution of the conflict pursuant to Section 164.1057, Florida Statutes.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Effective Date; Required Conditions.** This Agreement shall be effective on the date it is fully executed by the Parties ("Effective Date"), provided that this Agreement shall be null and void and of no force or effect unless: (i) at City's meeting on June 19, 2019, City approves reconsideration of its vote of June 5, 2019, denying the Site Plan Application, said June 19 vote having the effect of rescinding City's denial of the Site Plan Application; (ii) City votes to unconditionally (with the sole exception being that such approval may contain the condition outlined in Section 4 below), and to the full extent permissible under applicable law irrevocably,

approve the Site Plan Application on or before July 3, 2019; and (iii) this Agreement is fully executed by the Parties (with executed copies emailed to the County Administrator and the County Attorney, or the City Manager and the City Attorney, as applicable) no later than June 20, 2019.

2. Independent Expert Analysis.

2.1. Independent Expert Identification. The County Expert and the City Expert shall confer and, no later than ten (10) days after the Effective Date, which time may be extended by mutual written agreement of the County Administrator and the City Manager, shall identify in writing an independent expert mutually agreeable to the County Expert and the City Expert who is qualified to perform the services required under this Agreement including as stated in Exhibit A, and meets the other qualifications stated therein and herein, including that he or she must have experience in designing or implementing public safety radio communications systems (or experience performing substantially similar work if agreed to in writing by the County Expert and the City Expert) (“Independent Expert”). If the Independent Expert is not identified in writing within such ten (10) day period or such agreed-upon extended deadline, either Party may terminate this Agreement (but only prior to such identification) (the County Administrator and City Manager are authorized to terminate on behalf of their respective Party), in which event neither Party shall have any further rights or obligations hereunder. Notwithstanding anything in this Agreement to the contrary, if either party properly terminates this Agreement under either Section 2.1 or 2.2, City reserves the right to take action at its next regular meeting to reverse its approval of the Site Plan Application and to deny the Site Plan Application, and County will not challenge the procedural sufficiency of that denial, except that County reserves any and all arguments and rights under Section 365.172, Florida Statutes. In the event of a denial under these circumstances, for purposes of any judicial challenge by County, the effective date of the Site Plan Application denial shall be the date of City’s action at that regular meeting.

2.2. Independent Expert Engagement. Within fifteen (15) business days after the identification of the Independent Expert per Section 2.1, or as soon thereafter as County and City may accomplish same through the exercise of reasonable diligence, the Independent Expert shall be retained by County and City to perform the services stated in the Agreement (including Exhibit A) and submit a written report to the Parties in accordance with Exhibit A (and as further detailed in this Agreement). The Parties shall work expeditiously and in good faith to contract with the Independent Expert, including by promptly making necessary staff available for negotiations and drafting. The retainer agreement shall provide for a duration through Final Acceptance (as defined in the P25 Agreement) of the P25 System, including to determine whether any proposed supplemental goods or services are required, as stated in Section 3.3. If the Parties are unable to enter into the retainer agreement with the Independent Expert within fifteen (15) business days after such identification (the County Administrator and City Manager are authorized to enter into the retainer agreement on behalf of their respective entities),

as same may be deemed extended as provided above, or if the Independent Expert does not issue a report, either Party may declare in writing (acting through the County Administrator or the City Manager, as applicable) that it is terminating this Agreement (the County Administrator and City Manager are authorized to terminate on behalf of its respective Party) if the retainer agreement is not executed within ten (10) days after such writing is provided or the report is not issued (but such right to terminate for failure to enter into the retainer agreement shall end upon execution of the retainer agreement). If such termination occurs, neither Party shall have any further rights or obligations hereunder. If the Independent Expert is retained as set forth in this Section 2.2, he or she shall retain any subconsultants the Independent Expert determines are necessary to perform the services stated in Exhibit A or otherwise stated in this Agreement, provided that each subconsultant meets the qualification criteria for the Independent Expert.

2.3. **Independent Expert Report.** No later than forty-five (45) days after the Independent Expert is retained (unless an extension is agreed to in writing by the Parties through the County Administrator and City Manager upon request for additional time by the Independent Expert, which agreement shall not be unreasonably withheld or delayed), the Independent Expert shall consider the P25 Agreement standards, specifications, and requirements (as stated in the P25 Agreement, incorporated as Exhibit B) (the "P25 Agreement Standards"), together with any further information City or County promptly (as determined by the Independent Expert) provides to the Independent Expert, and provide the Parties with a written report that complies with the scope stated in Exhibit A and includes the following (the report shall detail the calculations required for the Independent Expert to reach his or her estimates and other conclusions):

**Capital Cost Estimates:**

- (a) The Independent Expert's estimate of the total reasonable cost of constructing and installing an operational WLP Tower (including all hard and softs costs and all associated equipment; e.g., shelter/environmentally controlled room, 100 kw generator, etc.) after consideration of County's estimates, and in accordance with the P25 Agreement Standards (the "**Expert's WLP Capital Cost Estimate**") (the Parties stipulate that such reasonable costs shall include but not be limited to expenditures required to maintain Motorola's applicable system performance guarantee(s)); and
- (b) The Independent Expert's estimate of the total reasonable cost of constructing and installing an operational system at the Circ Site (the "Circ System") (including all hard and soft costs and all associated equipment e.g., shelter/environmentally controlled room, 100 kw generator, etc.) after consideration of County's and City's estimates, and in accordance with the P25 Agreement Standards ("**Expert's Circ Capital Cost Estimate**") (the Parties stipulate that such reasonable costs shall include but not be

limited to expenditures required to maintain Motorola's applicable system performance guarantee(s)).

**Operating/Support and Maintenance Cost Estimates:**

For purposes of this Agreement, "Site-Specific Support and Maintenance" means the goods and services necessary to provide at the applicable site (i) Equipment Support and Maintenance Services, (ii) Microwave System Support and Maintenance Services, (iii) DC Power System Support and Maintenance Services, and (iv) Civil and Infrastructure Warranty Services, as those terms are used and defined in the P25 Agreement including Exhibit C.

- (c) The Independent Expert's estimate of the annual Site-Specific Support and Maintenance cost of the WLP Site, based upon the average annual cost per site to County of Site-Specific Support and Maintenance (excluding any rent payment) of the free standing towers in the P25 System, adjusted for any unique conditions at the WLP Site that the Independent Expert determines will affect the Site-Specific Support and Maintenance for the WLP Site (the "**Expert's Base Annual Nonrent Operations Cost Estimate**"); and
- (d) The Independent Expert's estimate of the annual Site-Specific Support and Maintenance cost of the Circ System, based upon the average annual cost per site to County of Site-Specific Support and Maintenance (excluding any rent payment) of the other rooftop locations within the P25 System, adjusted for any unique conditions at the Circ Site that the Independent Expert determines will affect the Site-Specific Support and Maintenance for the Circ Site ("**Expert's Annual Circ Nonrent Operations Cost Estimate**").

**Comparison/Feasibility:**

- (e) A comparison, based on the best available information (as determined by the Independent Expert), between (i) the radio coverage and level of service that would reasonably be expected to be provided by the Circ System, in accordance with the P25 Agreement Standards, and (ii) the radio coverage and level of service that would reasonably be expected to be provided by the WLP Tower, in accordance with the P25 Agreement Standards; and
- (f) The Independent Expert's conclusion as to whether (i) the Circ System would meet or exceed the minimum P25 Agreement Standards (including for signal reliability); and (ii) on balance, considering all of the relevant factors including those referenced in this Agreement, other than the overall cost of each option, whether the Circ System would be equal to or

better than the WLP Tower in terms of reliably protecting public health, safety, and welfare for the useful life of the P25 System (items (f)(i) and (f)(ii) are the “Circ Conditions”).

In considering items (a) through (f), except as otherwise expressly provided in the Agreement, the Independent Expert shall consider any and all cost, timing, and other factors he or she determines to be material including, as applicable, any or all of the following (as applicable to either or both Site(s)):

- Installation strategies;
- Whether projected capital expenditures were prudently increased to reduce subsequent operating costs or to reduce the risk of potential damage to the installed equipment;
- Any unique features or physical limitations of the respective sites;
- Any title, ownership, or other real property issues affecting either site (e.g., the conservation easement that City contends encumbers the WLP Site, the leased nature of the Circ Site, any existing land use restrictions stated in the applicable code(s));
- The public safety (noncommercial) nature of the system;
- Availability of goods and services and any applicable contractual limitations on the source or specifications of goods and services, including any requirements to maintain performance guarantees or system/equipment warranties provided in the P25 Agreement;
- Recommended or (where applicable) contractually-required resiliency;
- Recommended or (where applicable) contractually-required redundancy;
- Engineering (per the EIA/TIA 222 Rev. G and/or H standard, as applicable) including applicable type, exposure, and topographical categories based on the latitude and longitude of the sites;
- Costs associated with the applicable equipment’s routine and/or preventive maintenance, including annual (or more frequent) required cost to climb and inspect the WLP Tower and challenges created by the potential Circ rooftop installation, including those caused by the design of and access to the roof;
- Expected and reasonably foreseeable repairs based on the nature of the respective sites;
- Any required (contractually or otherwise) maintenance of the equipment and infrastructure installed on-site (including both grey and blue skies), but excluding software maintenance or any systemwide maintenance equally required for all sites;
- The expected radio coverage to be provided by the respective sites (once the P25 System is installed, integrated, optimized, operationally tested, and cutover);

- Any additional factors that could affect the service provided by the respective sites, including but not limited to building obstructions or shadowing;
- Water level rise, storm surge, or flooding;
- Site access, including the cost of construction of any roadways required to access the WLP Site, lack of elevator access to the Circ Site rooftop, etc., and limits to or lack of access affecting or delaying maintenance, repairs, or recovery;
- Severe weather;
- The costs associated with restoration or repair during blue skies and grey skies, including in connection with a major wind or water event;
- The impact site location has on timely, safe, and cost-efficient post-weather event repairs or restoration of service in the event of damage to the site;
- Resiliency;
- Installation time (including but not limited to removing any applicable restrictive covenants or obtaining any required governmental approvals other than those of County or City); and/or
- Any supplemental service-related goods and services (such as, solely by way of example, signal repeaters) if and to the extent the Independent Expert determines such goods and services are material, reasonable, and appropriate at either site.

2.4. Independent Expert Costs. The Parties shall share equally in all costs and expenses of the Independent Expert (inclusive of all subconsultants retained by the Independent Expert). County shall pay all such costs and expenses in accordance with the terms and conditions of the applicable agreement and shall invoice City for fifty percent (50%) of all such costs and expenses. City shall pay the invoiced amount within thirty (30) days after the date of each invoice.

2.5. Binding Report. The Parties stipulate and agree to be and that they are each bound by, and absent fraud or illegality on the part of the Independent Expert are estopped from challenging, the factual determinations, opinions, and conclusions of the Independent Expert regarding the Circ System and the WLP Tower, as set forth in the Independent Expert's written report. The Parties stipulate and agree that neither Party shall, absent fraud or illegality on the part of the Independent Expert, challenge the Independent Expert's written report, including the stated factual determinations, opinions, or conclusions, through legal action or otherwise. The Parties' stipulation and agreement as stated above to be bound by the report of the Independent Expert shall be at least as binding and enforceable on the Parties as if it were set forth in a binding and enforceable arbitration award that had been properly entered pursuant to Chapter 682 (i.e., without the Parties' actual compliance with the requirements of that chapter), and

the Parties further stipulate that the dispute resolution process stated in this Agreement complies with all due process requirements and is fair to each Party.

2.6. Conditions to Circ System. The Independent Expert shall determine and specifically state in the written report whether the Circ Conditions are met. If the Independent Expert's report states that both of the Circ Conditions are met, then City shall have fifteen (15) days after the issuance of such written report to notify County in writing (by sending email notice to the County Administrator and the County Attorney) that City is electing that the Circ System be installed ("City Election Notice"). If either or both of the Circ Conditions are not met (as determined by the Independent Expert), or City fails to timely provide the City Election Notice, or the Lease Condition (as defined in Section 2.7) is not timely met, then County shall proceed with the WLP Tower and, to the full extent permissible under applicable law, City agrees to expedite all required approvals, permitting, and inspections in connection therewith, and City stipulates and agrees that it shall be estopped from asserting and waives all objections to the WLP Tower, and City covenants not to litigate, or contribute any resources to any private litigation, seeking in any way to prevent or impede the installation or operation of the WLP Tower.

2.7. Lease Condition. The Parties acknowledge that installation at the Circ Site requires negotiation of a lease between County and the entity that owns the Circ Site. County and City shall work collaboratively to develop, as expeditiously as is possible, a lease acceptable to both Parties and to the Circ Site ownership. The Parties agree that the lease must include a covenant that the Circ Site ownership not permit any use of the Circ Site that interferes with the ability of the Circ System to meet the P25 Agreement Standards. County and City agree to not unreasonably object to any lease terms, and agree to make their respective administrative and legal staffs available at all reasonable times on and after the Effective Date to negotiate and document the required leasing arrangement. The Parties agree that, even if the other conditions of this Agreement are met, the Circ System installation is not feasible unless County and the Circ Site's ownership entity enter into the required lease agreement within fifteen (15) days after County provides the Circ Site owner written notice that the required design has been completed (the Parties commit to timely providing all such documentation and information as reasonably necessary for the Circ Site's owner and counsel to reasonably determine the appropriate lease requirements), thereby enabling the proposed leased premises to be identified in the lease (timely entering into the binding lease is hereby defined as the "Lease Condition"). The County Administrator and the City Manager may extend this time by mutual written agreement, and shall reasonably extend this time provided both Parties have acted in good faith and taken all reasonable and prudent actions in seeking to finalize the required leasing arrangement. If the Circ Site ownership requires that its going forward expenses (e.g., legal and engineering) must be paid as a condition to its further consideration of a leasing arrangement, the Parties agree to equally split such cost. Additionally, as part of any leasing arrangement, any prior expenses (e.g., legal and engineering) incurred by the Circ Site ownership that the Circ

Site ownership requires be reimbursed shall be equally split by the Parties. Notwithstanding anything in this Agreement to the contrary, if the Circ Site ownership notifies the County or City in writing at any time that the Circ Site ownership is unwilling to enter into a lease regarding the Circ System, and neither Party can convince the Circ Site ownership to change its position in writing within seven (7) days thereafter, the Lease Condition shall be deemed to have failed and not been met.

3. Circ System. If, and only if, the Circ Conditions and the Lease Condition are met and City timely provides the City Election Notice, then the following provisions of this Section 3 shall apply (unless the context requires otherwise, whenever construction and/or installation of the Circ System is referenced, it includes all related services and materials (e.g., environmentally-controlled room, generator) required for proper construction/installation and/or required for the Circ System to be fully operational and comply with the P25 Agreement Standards):

3.1. Siting Tower at West Lake Park; Circ System Installation. County shall cease any and all efforts to construct the WLP Tower, and County shall contract for the construction and installation of the Circ System in accordance with the terms of the P25 Agreement (as same may be reasonably amended to address the Circ System construction and installation). The contract or amendment shall provide for construction and installation to be completed within one hundred twenty (120) days after approval of all required permit(s), except that County may reasonably extend such deadline upon a good faith showing by the retained contractor that additional time is required. City agrees, to the full extent permissible under applicable law and to the greatest extent practicable, to expedite all required permits, other approvals, and inspections within its control.

3.2. Funding. City shall pay County:

(a) The amount by which the Expert's Circ Capital Cost Estimate exceeds the Expert's WLP Capital Cost Estimate (provided that if the actual cost to County of the Circ System installation through Final Acceptance (as defined in the P25 Agreement) is less than the Expert's WLP Capital Cost Estimate, the difference shall be credited against any other amount owed by City under this Agreement). For clarity, County shall be responsible for any amount by which the actual Circ System installation exceeds the Expert's Circ Capital Cost Estimate;

(b) On an annual basis for the duration of the useful life of the Circ System or the P25 System, whichever is longer, the amount by which the actual cost of Site-Specific Support and Maintenance for the Circ System (which may exceed the Expert's Annual Circ Nonrent Operations Cost Estimate) exceeds the Expert's Base Annual Nonrent Operations Cost Estimate (adjusted annually by the most applicable CPI index); and

(c) On an annual basis, the amount by which the actual rent for the Circ Site exceeds Four Thousand Eight Hundred Nine Dollars (\$4,809), which the Parties stipulate is the current average rental cost to County of the other three rooftop tower sites that

are part of the P25 System (with such obligation subject to indexing as provided in the applicable leases).

City shall make all of such above-referenced payment(s) within thirty (30) days after each County applicable written demand therefor.

3.3. Supplemental Work. If, upon completion of installation of the Circ System but before Final Acceptance of the P25 System, Motorola Solutions, Inc. reasonably determines that supplemental goods and/or services are required for the Circ System to meet the P25 Agreement Standards, or should prudently be installed/completed to protect the safety of first responders and residents or as a result of any shading or other signalization issues, and to the extent the Independent Expert concurs in writing, City shall be fully responsible for all costs and expenses of such supplemental goods and/or services. Such supplemental goods and/or services shall include any determined to be required due to currently planned development for which an application has been submitted to the City in the vicinity of the Circ Site as of the Effective Date, and from any other likely development known to the City (which City shall disclose with the City Election Notice). County may contract for such supplemental goods and/or services, in which case City shall reimburse the full amounts paid by County for all supplemental goods and/or services as to which the Independent Expert concurs in writing no later than thirty (30) days after demand by County (and each subsequent determination and demand, as applicable). If access to any private property other than the Circ Site is required to ensure adequate service, City shall exert its best efforts and take all reasonably-required steps to promptly obtain and secure such access on County's behalf and pay any costs reasonably associated therewith.

3.4. Restrictive Covenant. Upon Final Acceptance of the P25 System, County shall reinstate the restrictive covenant on the WLP Site that was modified by Broward County Resolution No. 2019-264 on May 7, 2019, to the same state and scope as was in effect prior to the adoption of that Resolution.

4. Site Plan Application. Notwithstanding City's approval of the Site Plan Application as set forth in Section 1, County agrees not to seek any permits or commence any construction for the WLP Tower if the Circ Conditions and the Lease Condition are met and City timely provides the City Election Notice and fulfills its obligations related to the Circ System as set forth in Section 3 (this is the condition referenced in Section 1(ii)). City acknowledges that County has asserted that the Site Plan Application is already deemed approved pursuant to Section 365.172(13)(d), Florida Statutes, and nothing herein shall prejudice or preclude County's right to judicially assert that at any time it deems required. Additionally, if City approves the Site Plan Application (as stated in Section 1(ii) above and same is not reversed and denied as stated in Section 2.1), and any person or entity challenges such Site Plan Approval, and provided County is not then in breach of its obligations under this Agreement, for purposes of defending against such challenge City stipulates that the Site Plan Application is also deemed approved pursuant to Section 365.172(13)(d), Florida Statutes, and County may proceed with placement of the WLP Tower at

the WLP Site without interference or penalty by City (subject to County's agreement not to proceed as set forth in this paragraph's first sentence). The Parties shall jointly and severally use best efforts to cooperatively defend against any legal action(s) brought by any third party naming City as a defendant/respondent (or City and County as defendants/respondents) (or as to which action(s) City or City and County become a party or parties) related to City's approval of the Site Plan Application, and shall provide counsel and other professionals as reasonably necessary to vigorously defend any such action(s). City acknowledges that County is relying on the described reconsideration and approval of the Site Plan Application as a primary benefit to County of this Agreement, and City will, accordingly, to the full extent permissible under applicable law, refrain from taking any action that would undermine such approval. Additionally, if any court invalidates the approval (or any City act in connection therewith), in whole or in part, County shall have the option within thirty (30) days after such ruling (or after any affirming appellate ruling, if County chooses to appeal) to terminate this Agreement, in which event neither Party shall have any further rights or obligations hereunder. Furthermore, County commits that, if the WLP Site is utilized to house the required communications tower, County commits not to permit any commercial utilization of the WLP Tower.

5. Good Faith; Assurances. The Parties shall in good faith undertake to perform their obligations in this Agreement, to satisfy all conditions, and to cause the transactions contemplated by this Agreement to be carried out promptly in accordance with its terms. The Parties shall cooperate fully with each other and their respective representatives in connection with any actions required to be taken as part of their respective obligations under this Agreement, including any and all preliminary or subsidiary actions that are necessary, implied, or reasonably required to effectuate the express obligations stated in this Agreement.

6. Default. If either Party defaults in the performance of a material provision of this Agreement and fails to cure such default within fifteen (15) days after receipt of written notice by the nondefaulting Party specifying the nature of such default, or if such default cannot be cured within fifteen (15) days and the defaulting Party fails to commence such cure within such time and diligently pursue such cure to completion, the nondefaulting Party shall be entitled to pursue all remedies available to it at law or in equity.

7. Venue; Choice of Law; Availability of Injunctive and Specific Performance Remedies; Expedited Consideration; Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction that either Party may claim by virtue of its residency or other jurisdictional device. The Parties agree, to the full extent permissible under applicable law, and consistent with the terms of this Agreement, that the elements required for a court to grant injunctive relief, declaratory relief, and/or specific performance of their respective material obligations under this Agreement are present and that the critical public safety concerns

underlying this Agreement justify the granting of such judicial remedies, and the Parties further stipulate and agree to seek expedited consideration by the court(s) in the event of any dispute relating to their material obligations under this Agreement. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES EACH EXPRESSLY WAIVE ANY RIGHTS SUCH PARTY MAY HAVE TO A JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either of the Parties nor shall anything included herein be construed as consent by a Party to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision and City is a municipal corporation as defined in Section 768.28, Florida Statutes, and each Party shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

9. No Third-Party Beneficiaries. Except as otherwise expressly stated herein, neither Party intends to directly or substantially benefit a third party by this Agreement; therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either or both of them based upon this Agreement.

10. Modification; Termination; Waiver. It is further agreed that no modification, amendment, alteration, or termination of this Agreement (except as expressly otherwise provided) will be effective unless contained in a written document executed with the same formality and of equal dignity herewith. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party against whom it is asserted, and any such written waiver will only be applicable to the specific instance to which it relates and will not be deemed to be a continuing or future waiver. County hereby authorizes the County Administrator to enter into amendments to this Agreement that she deems prudent, provided any such amendments are approved as to legal sufficiency by the Office of the County Attorney.

11. Notice. Except as is expressly otherwise provided in this Agreement, in order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first class mail, with a contemporaneous copy via e-mail to the addresses listed below, and will be effective upon mailing (provided such contemporaneous e-mails are sent). The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Broward County Administrator  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
Email address: BHenry@broward.org

*With a copy to:*

Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email address: AMeyers@broward.org

For City:

Dr. Wazir Ishmael  
2600 Hollywood Boulevard, St. 419  
Hollywood, Florida 33020  
Email address: wishmael@hollywoodfl.org

*With a copy to:*

Douglas R. Gonzales, City Attorney  
2600 Hollywood Boulevard, St. 407  
Hollywood, Florida 33020  
Email address: dgonzales@hollywoodfl.org

12. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

13. Interpretation. The Parties further agree that their respective obligations under this Agreement include the taking of all actions that a reasonable and prudent governmental entity, acting in good faith, would reasonably be expected to take in furtherance of the purpose of this Agreement and to meet their respective express obligations under this Agreement. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Subject to any subsequent agreement by the Parties (or any unilateral action where expressly permitted in this Agreement) to extend any deadlines, the times set forth in this Agreement for the performance of obligations shall be strictly construed, time being of the essence of this Agreement.

14. Exhibits; Priority of Provisions. The attached Exhibits A and B are incorporated into and made a part of this Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of Exhibit A or B and any provision of Sections 1 through 19, the provisions contained in Sections 1 through 19 will prevail and be given effect.

15. Representation of Authority; Further Assurances. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full and legal authority. The Parties hereby agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as reasonably requested of them in order to carry out this Agreement.

16. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, through any applicable appeal, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

17. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto and will not be construed more strictly against either Party.

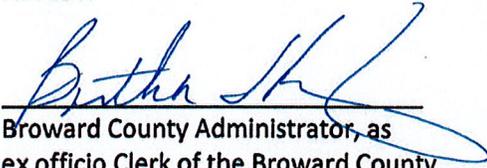
18. Financial obligations of either Party under this Agreement that continue beyond the end of their respective fiscal years are subject to both the appropriation and the availability of funds in accordance with Chapters 129 and 166, Florida Statutes, as applicable.

19. If County determines it is prudent to file a court action to challenge the Site Plan Application denial, the Parties agree that (i) County may file a simplified action merely to ensure that judicial jurisdiction is maintained, and (ii) if requested by County, the Parties will file a joint motion to allow County to supplement its filing, which motion shall explain to the court that the simplified action was filed pursuant to mutual agreement to preserve public resources in light of the anticipated resolution of the dispute.

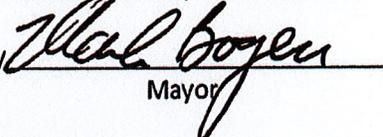
IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement Between Broward County and City of Hollywood Regarding P25 System on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 18th day of June, 2019, and City, signing by and through its Mayor or Vice-Mayor, authorized to execute same by City Commission action on the 19th day of June, 2019.

County

ATTEST:

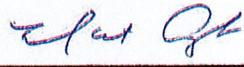
  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By   
Mayor

20 day of June, 2019

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By  6/20/2019  
Maite Azcoltia (Date)  
Deputy County Attorney

By  6/20/2019  
René D. Harrod (Date)  
Deputy County Attorney

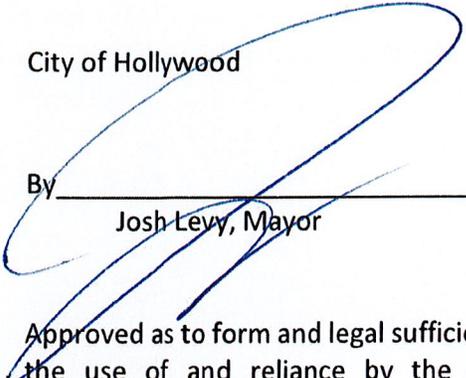
**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND  
CITY OF HOLLYWOOD REGARDING P25 SYSTEM**

City

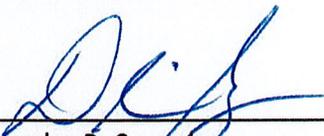
Attest:

  
\_\_\_\_\_  
City Clerk

City of Hollywood

By   
\_\_\_\_\_  
Josh Levy, Mayor

Approved as to form and legal sufficiency for  
the use of and reliance by the City of  
Hollywood, Florida only:

  
\_\_\_\_\_  
Douglas R. Gonzales  
City Attorney

19<sup>th</sup> day of June, 2019

Exhibit A  
INDEPENDENT EXPERT CRITERIA AND SERVICES

**Criteria**

The Independent Expert must have no financial interest or pending or prior contractual relationship within the past ten (10) years with the County Expert or City Expert. The Independent Expert must not be a direct competitor in the State of Florida market with either County Expert or City Expert (as determined by agreement of the Parties' experts) or with any entity that has previously submitted a report or analysis regarding the WLP Site or the Circ Site. The Independent Expert may not have any formal vendor affiliation with Motorola Solutions, Inc. or Harris Corporation, and may not have any direct, current contractual relationship(s) with Motorola Solutions, Inc., or any of its subdivisions, or have had any such direct, contractual relationship(s) within the past five (5) years; the foregoing limitation shall not include consulting work done for a customer of Motorola Solutions, Inc. Additionally, the Independent Expert must be vendor neutral and must not have any actual or perceived business dealings that would be strengthened or weakened based upon either agreeing or disagreeing with the findings of either of the Parties' experts or consultants involved in this matter, including County, City, Motorola Solutions, KCI, Mission Critical Partners, or G.M. Selby. Notwithstanding any of the foregoing, any individual or entity agreed upon in writing by the County Expert, the City Expert, the County Administrator, and the City Manager shall be deemed qualified to serve as the Independent Expert.

**Scope of Services**

The Independent Expert shall prepare the written report set forth in Section 2 of the Agreement comparing the WLP Site to the Circ Site, which shall include comparisons based upon the following criteria (in addition to the criteria specified elsewhere in the Agreement):

1. Coverage evaluation with consideration of shadowing from obstructions and buildings in the area
2. Construction (including strategy, complexity, and costs)
3. Serviceability for both routine and non-routine maintenance after installation is complete
4. Survivability of all components during a major weather event or hurricane
5. Access and restoration considerations during both blue sky and grey sky events, including in the event of flooding or storm surge
6. Safety to the surrounding communities or nearby critical infrastructure, including risks of tower collapse and falling equipment
7. Any other factors that may affect use of a location for the life of the P25 System

Specific tasks the Independent Expert shall complete include:

- Interviews with County, City, Motorola Solutions, Inc. staff, County Expert, and City Expert regarding their analysis of the Circ Site and the WLP Site
- Site visits of the Circ Site and WLP Site, both independently and with County and City staff

- Independent coverage modeling of the Circ System and the WLP Tower to validate whether coverage complies with the P25 Agreement Standards, including a guaranteed ninety-five percent (95%) portable roundtrip coverage for a hip-mounted portable radio inside a building with 25 dB of attenuation, with ninety-five percent (95%) reliability and all other quantitative and qualitative standards stated in the P25 Agreement.
- Development and provision of a written report that evaluates the strengths and weaknesses of each location with regard to the criteria defined
- Written conclusions as expressly required under this Agreement

Exhibit B  
P25 Agreement

See P25 Agreement as set forth at the following link:

[http://www.broward.org/CommunicationsTechnology/911Projects/Documents/Agreement\(fullyexecuteandbookmarked\).pdf](http://www.broward.org/CommunicationsTechnology/911Projects/Documents/Agreement(fullyexecuteandbookmarked).pdf)