

RESOLUTION NO. R-2023-204

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A BLANKET PURCHASE AGREEMENT WITH SUPERION, LLC FOR MAINTENANCE, SUPPORT AND ADDITIONAL LICENSES FOR THE POLICE LAW RECORDS MANAGEMENT SYSTEM FOR AN ESTIMATED AMOUNT NOT TO EXCEED \$800,000.00 FOR THE PERIOD FROM JULY 6, 2023 TO SEPTEMBER 30, 2025, IN ACCORDANCE WITH SECTION 38.41(C)(11)(A) OF THE PROCUREMENT CODE (SOFTWARE AND HARDWARE EXEMPTION).

WHEREAS, the Department of Information Technology desires to purchase maintenance, support and additional licenses for the Police Department's law records management system ("LRMS"), which is a centralized database system of all law enforcement records such as police incidents, arrests, and citations; and

WHEREAS, in 2003, the City entered into an interlocal agreement with Broward County to participate in a Regional Public Safety Communications System ("Participation Agreement"), including provision for a County LRMS, consolidated dispatch, and public safety radio system; and

WHEREAS, the City has consistently participated in the Regional Public Safety Communications System through Resolution R-2003-418, R-2008-394, R-2013-263, and R-2020-188; and

WHEREAS, participation in the Regional Public Safety Communications System requires the City enter into a Software License and Services Agreement and a Software Maintenance Agreement with the County's chosen vendor for LRMS; and

WHEREAS, pursuant to Resolution No. R-2009-121, the City entered into a Software License and Services Agreement and a Software Maintenance Agreement with the County's chosen vendor for LRMS, SunGard Public Sector, Inc. (now Superior, LLC) for client licenses, installation services, and maintenance; and

WHEREAS, the County's LRMS capabilities through Superior, LLC ("Superion") include the management of incidents, arrests, field contracts, citations, and crashes; documentation of training information; asset management; quartermaster; internal affairs; suspect tracking; felony registration; case management; and Uniform Crime Reports management; and

WHEREAS, Superior's LRMS continues to be the County's standard program due to its extensive data sharing capabilities and multi-jurisdictional functionality; and

WHEREAS, Section 38.41(C)(11)(a) of the City's Procurement Code exempts software and hardware subscriptions, licensing, and maintenance with the company from which the software and hardware was purchased, as set forth in §38.43 or §38.44, or its authorized representative, from the competitive solicitation process; and

WHEREAS, the Director of the Information Technology Department recommends that the City Commission approve and authorize the execution of the attached Blanket Purchase Agreement with Superior, LLC for an estimated amount not to exceed \$800,000.00 for the period from July 6, 2023 to September 30, 2025; and

WHEREAS, a portion of the funding for the Blanket Purchase Agreement is appropriated and exists in account numbers 557.130101.51900.531170.000000.000.000, 557.130101.51900.546340.000000.000.000, 557.130101.51900.546341.000000.000.000, 557.130101.51900.552150.000000.000.000, and 557.130101.51900.564410.000000.000.000, and will be requested in subsequent fiscal years' operating budgets subject to approval and adoption by the City Commission; and

WHEREAS, additional funding will be identified in various departmental budgets as needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached Blanket Purchase Agreement with Superior, LLC, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A BLANKET PURCHASE AGREEMENT WITH SUPERION, LLC FOR MAINTENANCE, SUPPORT AND ADDITIONAL LICENSES FOR THE POLICE LAW RECORDS MANAGEMENT SYSTEM.

PASSED AND ADOPTED this 5 day of July, 2023.

  
\_\_\_\_\_  
JOSH LEVY, MAYOR

ATTEST.

  
  
\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOUGLAS R. GONZALES  
CITY ATTORNEY

DYH

RESOLUTION NO. R-2003-418

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY COMMUNICATION SYSTEM ("RPSCS").

WHEREAS, there is a nationwide movement for implementation of "Closest Unit Response" to ensure that all citizens receive the fastest possible response in an emergency situation; and

WHEREAS, the citizens of Broward County approved a charter amendment in November 2002 providing for the establishment and funding of a countywide communications infrastructure for fire and emergency medical services; and

WHEREAS, Broward County and its associated municipalities have formed a Regional Communications Task Force in an effort to explore what steps would be necessary for the implementation of a Countywide Closest Unit Response Plan; and

WHEREAS, these parties desire to enhance the communication systems' interoperability for connecting Broward County and the public safety radio users within its jurisdiction to ensure that the closest emergency units will be dispatched on life threatening 911 calls; and

WHEREAS, Broward County maintains a twenty eight (28) channel trunked radio system, a Computer Aided Dispatching (CAD) system, and an Automated Vehicle Location (AVL) system as part of its public safety communications network that supports closest emergency unit response to citizens in various county locations; and

WHEREAS, in addition to achieving a Closest Unit Response capability within Broward County, the consolidation of countywide communication systems would allow the various agencies to take advantage of substantial economies of scale with regard to the implementation and operation of Public Safety Communication System infrastructures; and

WHEREAS, the City of Hollywood's ten year old radio system is the only non-standard radio system in Broward County; and



WHEREAS, the City's current Computer Aided Dispatch (CAD), Records Management (RMS), and Mobile Data Computing (MDC) systems are over ten years old and obsolete; and

WHEREAS, the functionality of a Closest Unit Response Plan requires the implementation of an Automatic Vehicle Location (AVL) system but, due to the obsolescence of our communication systems, the implementation of an AVL system is not feasible; and

WHEREAS, Broward County, as part of the Countywide systems consolidation effort, has offered the City an opportunity to become part of the County's radio, CAD, RMS, AVL and MDC systems; and

WHEREAS, Broward County has offered to provide these systems to the City at the City's Fire Administration/EOC facility; and

WHEREAS, City staff has reviewed all of the systems being offered by the County and found them to be premier systems that would more than meet the needs of the City, both now and in the foreseeable future;

WHEREAS, the City Commission of the City of Hollywood, Florida, approved Resolution #R-2003-386 amending this agreement; and

WHEREAS, the Broward County Board of County Commissioners approved the agreement without the amendment at its December 9, 2003, County Commission meeting;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached Agreement between Broward County and the City of Hollywood providing for Cooperative Participation in a Regional Public Safety Communications System, together with such non material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.


RESOLUTION - AUTHORIZING AN AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY FOR A COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY COMMUNICATION SYSTEM ("RPSCS").

Section 2: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 17 day of Dec, 2003.

  
MARA GIULIANI, MAYOR

ATTEST: .

  
PATRICIA A. CERNY, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Hollywood, Florida, only.

  
DANIEL L. ABBOTT, CITY ATTORNEY

AGREEMENT  
BETWEEN  
BROWARD COUNTY  
and  
CITY of HOLLYWOOD  
Providing for  
COOPERATIVE PARTICIPATION IN A  
REGIONAL PUBLIC SAFETY COMMUNICATION SYSTEM

This is an Interlocal Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, ("COUNTY") and THE CITY OF HOLLYWOOD, a Florida municipal corporation, its successors and assigns, ("CITY"), collectively referred to as the "Parties".

WHEREAS, this Agreement is entered into pursuant to §163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969;" and

WHEREAS, the Parties desire to enhance the radio interoperability for interconnecting COUNTY and CITY public safety radio users and ensure that closest fire rescue life support units will be dispatched on life-threatening 911 calls; and

WHEREAS, COUNTY maintains a Regional Public Safety Communication System ("RPSCS") inclusive of; a 800 MHZ SmartZone Trunked Radio System, Computer Aided Dispatching ("CAD") system, Automated Vehicle Location ("AVL") System, Mobile Data System ("MDS"), Law Records Management System ("LRMS"), and a Fire Records Management System ("FRMS") that supports countywide police, fire, and emergency services; and

WHEREAS, the Parties desire to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and to provide quality public safety services;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises, set forth, the Parties agree as follows:

## ARTICLE 1

### DEFINITIONS

1.1	<u>COUNTY's 800 MHz Trunked Regional Radio System ("Regional Communications System")</u> : COUNTY's 800 MHz, SmartZone, Trunked Regional Communications System, a major portion of which is used by police and fire rescue personnel within Broward County.
1.2	<u>Air Mobile System</u> : A component of the RPSCS that allows over-the-air transfer of information from emergency vehicles to hospital emergency room personnel and on to central record repositories via the Public Safety Wide Area Network.
1.3	<u>Automated Vehicle Location ("AVL") System</u> : A component of the RPSCS that provides GPS-based tracking of public safety vehicles.
1.4	<u>Computer Aided Dispatch ("CAD") System</u> : A component of the RPSCS that, in conjunction with the AVL System, assists a radio dispatcher in identifying and dispatching public safety vehicles and personnel closest to the emergency scene.
1.5	<u>Contract Administrators</u> : COUNTY's Contract Administrator of the RPSCS Project will be the COUNTY's Director of the Division of Telecommunications or his or her designee; CITY's Contract Administrator is the person appointed by the governing authority for CITY.
1.6	<u>CITY's 800 MHz EDACS Trunked Radio System ("EDACS System")</u> : CITY's existing 800 MHz nine (9) channel Simulcast, Trunked Communications System, having two (2) transmit receive sites, one (1) receive-only site and a prime site/control point, which is used by police, fire, fire rescue and public service personnel within CITY.
1.7	<u>COUNTY's 800 MHz SmartZone Subsystem ("System")</u> : Refers to the Motorola Nine (9)-channel simulcast 800 MHz radio subsystem, being installed by COUNTY in CITY facilities, having two (2) Transmit/Receive sites and One (1) Receive-only site.
1.8	<u>Demarcation Points</u> : A "Demarcation Point" or "Demarc" identifies a responsibility boundary between CITY-responsible items and COUNTY-responsible items. EXHIBIT "A", Regional Public Safety Communications System Demarcation Points, broadly defines the RPSCS Demarcation Points and entity-responsibilities on a portion by portion basis.
1.9	<u>Equipment</u> : COUNTY provided items.
1.10	<u>Fire Records Management System ("FRMS")</u> : An integral software portion of the RPSCS that archives fire and emergency medical service (EMS)-related dispatch records and information.

1.11	<u>Law Records Management System ("LRMS")</u> : An integral software portion of the RPSCS that archives law enforcement dispatch records and information.
1.12	<u>Mobile Data System ("MDS")</u> : A component of the RPSCS that provides data messaging to public safety vehicles using the SmartZone Radio System as its communications medium.
1.13	<u>Project Manager</u> : An employee of COUNTY or CITY who is assigned by his/her respective Contract Administrator to provide day-to-day management of the Project.
1.14	<u>Project</u> : The integration of a regional public safety communications radio and data network beneficial to public safety agencies within Broward County who choose to participate.
1.15	<u>Public Safety Technical Committee</u> : Refers to a committee comprised of one or more members from each agency participating in the RPSCS. The Committee will make all decisions relative to the RPSCS and will ensure that no actions will be taken that will adversely affect any one Public Safety agency.
1.16	<u>Public Safety Wide Area Network ("PSWAN")</u> : The data network providing the communication medium for data portions of the RPSCS.
1.17	<u>RPSCS System ("RPSCS")</u> : The overall collection of equipment that constitutes the Regional Public Safety Communications System.
1.18	<u>SmartZone</u> : An 800 MHz Radio System that interconnects 800 MHz radio systems to provide countywide coverage for roaming, efficient use of channels, and coverage capability.
1.19	<u>Subscriber Maintenance</u> : Refers to CITY's responsibility to maintain CITY owned RPSCS equipment, including, but not limited to, the radios, laptops, modems and any other user equipment working off the voice or data portions of the RPSCS.
1.20	<u>System Maintenance</u> : Refers to COUNTY's responsibility to maintain COUNTY owned equipment.

## **ARTICLE 2**

### **SCOPE OF RESPONSIBILITIES**

2.1 COUNTY and CITY agree to perform their respective responsibilities and tasks in accordance with this Agreement and the Detailed Design Review.

2.1.1 The Parties hereby agree that upon execution of this Agreement, they shall negotiate a mutually acceptable Detailed Design Review, which shall establish the steps for integration of COUNTY's and CITY's Public Safety Systems consisting of: 1) Statement of Work, 2) Equipment List, 3) Acceptance Test Plan, and 4) Project Schedule. The Detailed Design Review

shall be finalized within thirty (30) days after the execution of this Agreement.

- 2.1.2 The Detailed Design Review shall be incorporated into this Agreement and shall be binding on both Parties.
- 2.1.3 In the event that the Parties fail to develop and/or agree on the Detailed Design Review within thirty (30) days following the execution of this Agreement, CITY and/or COUNTY shall have the right to terminate this Agreement in its entirety.
- 2.1.4 Upon completion of a mutually acceptable Detailed Design Review, COUNTY will commence the Project by issuing a Notice to Proceed. Such Notice to Proceed shall be copied to CITY in accordance with the Notices Section of this Agreement.
- 2.2 COUNTY agrees to provide and maintain seven (7) remote Gold Elite console positions at Hollywood Fire Station 74, located at 2741 Stirling road, for CITY's Police and Fire Rescue Departments.
- 2.3 COUNTY agrees to provide one (1) remote CAD/DSS server, one (1) LRMS/DSS server, one (1) Open-Query, and one (1) BI-Broker server, all of which are to be located at Hollywood Fire Station seventy-four (74) dispatch center.
  - 2.3.1 COUNTY shall create and maintain separate and distinct agency partitions within COUNTY's CAD, LRMS, and FRMS systems for CITY.
  - 2.3.2 COUNTY shall ensure that CITY has rights to configure the setup of its separate and distinct agency partitions, along with rights to make whatever modifications it deems necessary to the partitions during the term of the Agreement, and with the ability to add any modules and functionality available and offered to any other public safety agency participating in the RPSCS.
- 2.4 COUNTY shall remove and replace CITY's EDACS System as defined below and in the Detailed Design Review.
  - 2.4.1 CITY shall allow COUNTY the use of its tower structures and equipment rooms for the Regional Communication System. CITY shall ensure that COUNTY has access to the tower located at Taft Street and 14<sup>th</sup> Avenue.
  - 2.4.2 CITY shall maintain the structural and operational integrity of all CITY owned facilities housing RPSCS equipment, limited to, tower structure integrity, tower painting and rust-prevention/removal, testing and maintenance of generators, ensuring proper on-going operation of equipment room air conditioning.

- 2.4.3 During the interim period that COUNTY is removing and replacing CITY's EDACS System, CITY public safety and public service radio users may use COUNTY's Regional Communications System
- 2.4.4 COUNTY may install additional equipment at any tower site, upon CITY's approval.
- 2.4.5 COUNTY agrees that the CITY's EDACS System will be replaced without degradation in current performance, along with meeting appropriate coverage and availability parameters per industry standard levels of performance as determined by the Federal Communications Commission (FCC), Telecommunications Industries Association (TIA), and the Association of Public Safety Communications Officials (APCO) standards together with manufacturers' specifications to assure CITY that appropriate public safety standards are achieved.
- 2.4.6 COUNTY and CITY shall jointly be responsible for developing desired fleet mapping and programming of all subscriber units and system parameters necessary to meet the operational requirements. Those digitally encrypted talk groups currently operating in CITY shall, at a minimum, be included.
- 2.4.7 CITY is responsible for subscriber maintenance including repair and subfleet additions, moves, and changes to CITY subscribers. CITY may utilize the services of a qualified third party to provide maintenance of CITY subscribers, or CITY may contract with COUNTY at a fee for a combination of the above services or for all of the above services.
- 2.4.8 COUNTY shall program all CITY subscriber radios and control stations for interim operation on the RPSCS and subsequently reprogram all CITY subscriber radios for operation on the System.
- 2.4.9 CITY is responsible for all removals and installations of its subscriber equipment.
- 2.5 COUNTY will provide connectivity between the COUNTY's PSWAN and the CITY's Institutional-Network ("I-Net") by providing, installing, and maintaining all equipment and associated network connectivity.
- 2.6 CITY will provide COUNTY the required uninterruptible power system(s), electrical power, electrical wiring, heating, ventilating, air conditioning and standby power generation at all CITY facilities that house Equipment relative to the RPSCS.
- 2.7 CITY agrees to allow COUNTY, with CITY approval and under CITY supervision, to troubleshoot a CITY local area network (LAN) that adversely impacts the PSWAN or the operation of CITY's Public Safety Dispatch Center. CITY agrees to correct any problems found in an expeditious manner.

- 2.8 CITY shall pay for all electrical bills, facility maintenance bills, and costs for mutually agreed-upon upgrades to facilities.
- 2.9 At all times, seven days a week, twenty-four hours a day, COUNTY personnel and/or COUNTY's contractor's personnel shall be given access to CITY facilities that house portions of the RPSCS, consistent with CITY security practices and procedures.
- 2.10 CITY and COUNTY shall jointly create policies and procedures governing "Best Practices" and shall follow manufacturer specification for each System portion/component.
- 2.11 Effective with the execution of this Agreement, CITY shall become a decision-making participant in the Public Safety Technical Committee or equivalent committee that has the authority to make decisions with regard to major upgrades and configuration changes to the RPSCS.
- 2.12 CITY acknowledges that the responsibilities and tasks to be performed under this Agreement, relative to COUNTY's responsibilities, shall be performed by COUNTY and/or its contractor(s) and shall be under the sole supervision and direction of COUNTY. Likewise, COUNTY acknowledges that the responsibilities and tasks to be performed under this Agreement relative to CITY's responsibilities shall be performed by CITY and/or its contractor(s) and shall be under the sole supervision and direction of CITY. CITY may monitor any and all work done by COUNTY and/or its contractor(s) at any CITY facility.
- 2.13 COUNTY is responsible for the removal of all equipment relative to the CITY's EDACS System prior to installation of the System. COUNTY will deliver all removed equipment to a CITY specified location within Broward County.
- 2.14 COUNTY agrees to not implement any changes/enhancements to the RPSCS that could adversely affect the CITY RPSCS users unless directed to do so by Federal or State mandates as stated in Section 3.3. Prior written notice shall be given to CITY by COUNTY for proposed changes and their potential effect on CITY users/operations.
- 2.15 The Parties agree that all drawings, plans, specifications or other documents or materials will be reviewed by the CITY and the COUNTY and/or their respective consultants, to ensure that they are: (a) consistent with the CITY's requirements for the Project, (b) sufficiently fit and proper for the purposes intended, (c) comply with all applicable laws, statutes, building codes, and CITY's guidelines or regulations, which apply to or govern the Project. CITY's approval, acceptance, use of or payment for, all or any part of COUNTY's services under this Agreement or of the Project itself shall in no way alter COUNTY's obligations or CITY's rights. Copies of all items shall be provided to CITY.



- 2.16 In the event that COUNTY or CITY believes that any aspect of Project is noncompliant with the Detailed Design Review, approved plans, applicable codes, or that work cannot be completed as designated, COUNTY or CITY shall notify the appropriate Contract Administrator of its belief, in writing, within the next business day of discovery. The Parties agree to work diligently to remedy any issues in a timely manner.
- 2.17 CITY and COUNTY agree to complete the acceptance test plans, as detailed in the Detailed Design Review, to inspect the RPSCS's performance.
- 2.18 CITY public safety users shall have accessibility to RPSCS equal to all other public safety agency subscribers.
- 2.19 CITY agrees to purchase all necessary dispatch furniture and CITY subscriber equipment within ninety (90) days of the CITY providing written notice to COUNTY of its intent to exercise its option to participate in any one or a combination of the following: CAD, AVL, FRMS, LRMS, MDS, Air Mobile, Encryption or PSWAN. CITY subscriber equipment includes, but is not limited to: modems, laptops, client licenses, radios, control stations and GPS receivers.
- 2.20 COUNTY shall be responsible for obtaining and funding the required permits relative to COUNTY responsibilities and CITY shall be responsible for obtaining and funding the required permits relative to CITY's responsibilities under this Agreement.
- 2.21 COUNTY shall provide connectivity to the E911 system for the benefit of the CITY residents.
- 2.22 CITY agrees to provide COUNTY with office space associated with the on-site maintenance, troubleshooting, and repair of all COUNTY Equipment for the duration of this Agreement. . COUNTY's and/or its agents shall adhere to all CITY facility rules.
- 2.23 SmartZone operation shall be limited to public safety users only.

### **ARTICLE 3**

#### **TERM OF AGREEMENT**

- 3.1 The obligation of the Parties to perform under this Agreement shall commence upon the date of the last party executing this Agreement.
- 3.2 The term of this Agreement shall be for five (5) years from the commencement date pursuant to Section 3.1 above. This Agreement may be renewed every five (5) years with the approval of both COUNTY and CITY's Commission, unless terminated by either party.

- 3.3 The terms of this Agreement may be amended if a state or federal regulatory agency mandates significant modifications to the RPSCS requiring a reconfiguration or upgrade. In such instances, the Parties shall meet to determine an appropriate solution and funding, and any funding required from CITY shall be contingent upon an appropriation for its purpose by the City Commission.

#### **ARTICLE 4**

#### **TERMINATION**

- 4.1 This Agreement and any renewal terms may be terminated for convenience by CITY upon written notice to COUNTY at least one (1) year prior to the date of such termination.
- 4.2 This Agreement may not be terminated for convenience by the COUNTY during the initial five (5) year term of the Agreement. This Agreement may be terminated during any renewal terms for convenience by COUNTY by providing written notice to CITY at least two (2) years prior to the date of such termination.

#### **ARTICLE 5**

#### **OTHER FUNDING**

If the Florida Legislature authorizes the current surcharge, described in Section 318.21(9), Florida Statutes (2002), to be used by a city to fund the city's participation in an intergovernmental radio communication program approved by the Department of Management Services, CITY agrees to transfer such revenue generated within its jurisdiction, to COUNTY, for the term of this Agreement, to help fund the RPSCS infrastructure's operating costs.

#### **ARTICLE 6**

#### **ADDITIONAL SERVICES**

- 6.1 It is mutually acknowledged that during the term of this Agreement it may be desirable to change the scope or extent of the maintenance services or to have COUNTY substitute items of Equipment and/or provide new items of Equipment. The parties also recognize that during the term of this Agreement, additions, changes, or modifications may be necessary or desirable to carry out the intent or purpose of this Agreement. The Parties agree that, during the term of this Agreement, they will negotiate in good faith any requested changes to the scope or extent of the maintenance services or to substitution of items of Equipment and/or provision of new items of Equipment and other services proposed by COUNTY. All requested changes to the scope or extent of the maintenance services or to substitution of items of Equipment and/or provision of new items of Equipment, upgrades and other services proposed additional services are subject to funding availability.

- 6.2 COUNTY acknowledges that its Purchasing Director or such other proper authority shall have the authority to approve, award and execute all documents or other instruments required to effectuate changes, modifications or additional services contemplated above so long as the then financial obligation limits of the individual's authority does not exceed the limits as established by the Board of County Commissioners for Broward County, Florida for such individual. Any change, modification or additional service that cause the individual's financial obligation authority to exceed that established by Board of County Commissioners shall be presented to the Board of County Commissioners for its approval.
- 6.3 Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the Parties, with the same formality and of equal dignity, prior to any deviation from the terms of this Agreement including the initiation of any additional services.
- 6.4 Any mutually agreed upon increases in scope that necessitate additional funding shall require an amendment to the Agreement, approved by COUNTY and CITY's duly elected governing body.

## **ARTICLE 7**

### **FREQUENCY USAGE**

- 7.1 CITY agrees to authorize COUNTY, pursuant to state and federal regulations, to integrate CITY's Nine (9) 800 MHz frequencies into COUNTY's public safety communications network for the purpose of building a regional public safety communications network beneficial to public safety agencies within Broward County who choose to participate.
- 7.2 CITY shall provide COUNTY with a Letter of Authority for the use of the Nine (9) 800 MHz frequencies for which CITY currently holds a Federal Communications Commission (FCC) license.
- 7.3 CITY shall continue to maintain its radio frequency license ownership and, therefore, shall comply with all applicable federal, state and local laws and regulations to maintain such licensure.
- 7.4 COUNTY shall assist CITY with filing appropriate documents to facilitate integration of the Nine (9) 800 MHz frequencies, including documents regarding Federal Aviation Administration (FAA) or Federal Communications Commission (FCC) licensure.

- 7.5 COUNTY understands and agrees to maintain CITY radio frequencies (direction and range) integrated into the Regional Communication System consistent with the Letter of Authority granted by CITY and the CITY's Federal Communications (FCC) licensure and shall maintain citywide coverage as described in this Agreement and the Detailed Design Review documents.

## **ARTICLE 8**

### **GOVERNMENTAL IMMUNITY**

CITY is a state agency as defined in Section 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing in this Agreement shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

## **ARTICLE 9**

### **INSURANCE**

The Parties acknowledge that COUNTY and CITY are self insured in accordance with the provisions set forth in Section 768.28, Florida Statutes.

## **ARTICLE 10**

### **MISCELLANEOUS PROVISIONS**

- 10.1 If for any reason, COUNTY should terminate its agreement(s)/contract(s) with its contractor(s) and/or subcontractor(s) either for cause or convenience, at any time during the Project, CITY will not be held liable for any terms negotiated between COUNTY and their contractor(s) and/or subcontractor(s). COUNTY shall be responsible for acquiring the services/products/equipment necessary to complete the Project according to the terms contained in this Agreement.
- 10.2 **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

- 10.3 SEVERABILITY: The invalidity of any provision of the Agreement shall in no way affect the validity of any other provision.
- 10.4 ENTIRE AGREEMENT AND MODIFICATION: This Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter. It is further agreed that no change, alteration or modification in the terms and conditions shall be effective unless contained in a written document executed with the same formality and of equal dignity.
- 10.5 COMPLIANCE WITH LAWS: Each Party shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 10.6 BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors.
- 10.7 FORCE MAJEURE: Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or conditions beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").
- 10.8 AUTHORITY: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.
- 10.9 NOTICES: Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

COUNTY:

Director of Telecommunications Division  
115 S. Andrews Avenue, Room 325  
Fort Lauderdale, FL 33301

CITY:

CITY of Hollywood  
City Manager  
City Hall - Room 419  
2600 Hollywood Boulevard  
Hollywood, FL 33020

With copies to:

CITY of Hollywood  
City Attorney  
City Hall – Room 407  
2600 Hollywood Boulevard  
Hollywood, FL 33020

And

CITY of HOLLYWOOD  
Director of Information Technology  
Library Building – Room 27  
2600 Hollywood Blvd.  
Hollywood, FL 33022

- 10.10 MATERIALITY AND WAIVER OF BREACH: The Parties agree that each requirement, duty, and obligation is substantial and important to the formation of this Agreement and shall not be deemed a waiver of such provision or modification of this Agreement. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver or breach of any provision of this Agreement shall not be deemed a waiver of any subsequent provision and shall not be construed to be a modification of the terms of this Agreement.
- 10.11 INDEPENDENT CONTRACTORS: The Parties agree that each party to this Agreement is an independent contractor. Activities undertaken by the Parties pursuant to this Agreement shall be subject to the supervision of the respective party. In providing such services, neither of the Parties, nor their respective agents shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the Parties a partnership or joint venture.
- 10.12 RECORDING: This Agreement shall be recorded in accordance with the Florida Interlocal Cooperation Act of 1969.
- 10.13 PRIORITY OF PROVISIONS: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit or attachment, attached hereto, any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.
- 10.14 MULTIPLE ORIGINALS: This Agreement may be fully executed in five (5) copies by all Parties, each of which, bearing original signatures, shall be the force and effect of an original document.

- 10.15 WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 10.16 MODIFICATIONS: It is further agreed that no modifications, amendments or alterations in the terms or conditions shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 10.17 DRAFTING: This Agreement has been negotiated and drafted by all Parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.
- 10.18 CHOICE OF LAW: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.
- 10.19 OWNERSHIP OF EQUIPMENT: CITY retains ownership of all of the equipment it has purchased and the COUNTY retains ownership of all of the equipment that it has purchased.
- 10.20 ATTACHMENTS AND REFERENCES: The following named exhibit is made an integral part of this Agreement:

EXHIBIT "A": Regional Public Safety Communications System Demarcation Points

IN WITNESS WHEREOF, the Parties have made and executed this Interlocal Agreement 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 \_\_\_\_ day of \_\_\_\_\_, 2003, and CITY, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the Board of  
County Commissioners of Broward  
County, Florida

By: \_\_\_\_\_  
Ilene Lieberman, Mayor

\_\_\_\_ day of \_\_\_\_\_, 2003

Approved as to form:  
Office of the Broward County Attorney  
Broward County, Florida  
EDWARD A. DION, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

\_\_\_\_\_  
James E. Saunders, III  
Assistant County Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD,  
PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY  
COMMUNICATION SYSTEM

CITY

THE CITY OF HOLLYWOOD, FLORIDA, a  
Municipal Corporation of the State of Florida

ATTEST:

By: \_\_\_\_\_  
Mara Giuliani, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC, CITY CLERK

\_\_\_\_\_ Day of \_\_\_\_\_, 2003.

Approved by:

\_\_\_\_\_  
Cameron Benson, City Manager

Approved as to Form and Legality  
for the use and reliance of the City  
of Hollywood, Florida,  
only:

By: \_\_\_\_\_  
Daniel L. Abbott, City Attorney

EXHIBIT "A"

Regional Public Safety Communications System Demarcation Points

RPSCS Portion	Demarc	COUNTY Responsibility	CITY Responsibility
800 MHz System	Gold Elite Console(s)	Infrastructure up to and including the Gold Elite Console(s) of CITY's Dispatch Center	All radio subscriber units
CAD System	County's remote DSS server (located at Fire Station 74)	Infrastructure up to and including the demarc server and the needed communications via the PSWAN.	All LAN equipment along with software, client licenses, peripheral equipment, and workstations
AVL System	County's Server	Infrastructure up to and including the demarc server; and the needed communications via the PSWAN	All vehicle-related equipment and any City purchased installed remote monitoring equipment and software
Mobile Data System	County's RF infrastructure	Message switching and RF infrastructure	All vehicle Equipment including laptop, modem, associated mounting hardware, antenna – and any City purchased and installed monitoring Equipment or software desired by CITY
Law Record Management System	County's remote DSS Server (located at Fire Station 74)	Infrastructure up to and including the demarc server; and the needed communications via the PSWAN.	Desktop Hardware and all LANs connected to the RMS; including client licenses for all remote users

RPSCS Portion	Demarc	COUNTY Responsibility	CITY Responsibility
Fire Record Management System	County's server or remote DSS server (located at Fire Station 74) if indicated.	Infrastructure up to and including the County's server and/or the demarc server; and the needed communications via the PSWAN.	Desktop Hardware and all LANs connected to the RMS; including the client licenses for all remote users
Air Mobile System	County's RF infrastructure	County infrastructure including the interface to the PSWAN	All vehicle Equipment; all interfaces. (Future interfaces to the County-supplied systems do not apply.)

NOTE: Discussion to take place on the functionality and placement of all firewalls.

RESOLUTION NO R-2008-394

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED FIVE-YEAR INTERLOCAL AGREEMENT BETWEEN THE BROWARD COUNTY SHERIFF'S OFFICE AND THE CITY OF HOLLYWOOD PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY COMMUNICATIONS SYSTEM

WHEREAS, the citizens of Broward County approved a charter amendment in November of 2002 providing for the establishment and funding of a countywide communications infrastructure for fire and emergency medical services to promote the implementation of "Closest Unit Response" to ensure that all citizens receive the fastest possible response in a emergency situation; and

WHEREAS, on December 17, 2003, the City of Hollywood and Broward County, pursuant to Resolution R-2003-418, entered into a five-year interlocal agreement providing for cooperative participation in a regional public safety communications system; and

WHEREAS, the attached agreement is designed to build on the progress already made and to provide a uniform and equitable framework for expanding participation in the countywide system and facilitating closest unit response, and

WHEREAS, the attached agreement now provides for County funding of mobile data terminals and associated software for front line vehicles; and

WHEREAS, the Director of Information Technology, along with the Chiefs of Police and Fire recommend the execution of the attached agreement;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

Section 1 That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached agreement between the Broward County Sheriff's Office and the City of Hollywood, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney

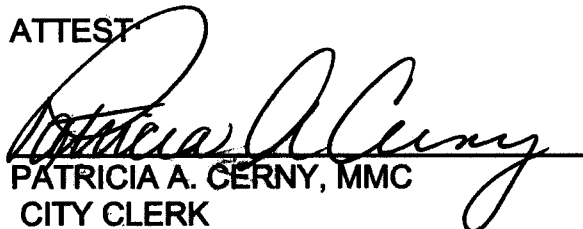
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD,  
FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE  
ATTACHED FIVE-YEAR INTERLOCAL AGREEMENT BETWEEN THE BROWARD  
COUNTY SHERIFF'S OFFICE AND THE CITY OF HOLLYWOOD PROVIDING FOR  
COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY  
COMMUNICATIONS SYSTEM

Section 2: That this resolution shall be in full force and effect immediately  
upon its passage and adoption

PASSED AND ADOPTED this 17 day of Dec, 2008.

  
\_\_\_\_\_  
PETER BOBER, MAYOR

ATTEST

  
\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the  
City of Hollywood, Florida, only

 for \_\_\_\_\_  
\_\_\_\_\_  
JEFFREY P. SHEFFEL  
CITY ATTORNEY

# **Regional Interlocal Agreement**

**Broward County Sheriff's Office  
Communications Technology Division**

# **Regional Interlocal Agreement**

## **Table of Contents**

- I. Agreement
- II. Exhibit A – Statement of Work, System Description,  
and Acceptance Test Plan
- III. Exhibit B – Demarcation Points
- IV Exhibit C – Equipment List
- V Exhibit D – Change Management Request Procedure
- VI. Exhibit E – Project Charter
- VII. Exhibit F – Service Level Agreement
- VIII. Exhibit G – Trunked Radio System Standard  
Operating Procedures

**AGREEMENT**  
**BETWEEN**  
**SHERIFF OF BROWARD COUNTY**  
**and**  
**CITY of HOLLYWOOD**  
**Providing for**  
**COOPERATIVE PARTICIPATION IN A**  
**REGIONAL PUBLIC SAFETY INTRANET**

This is an Interlocal Agreement, made and entered into by and between Sheriff of Broward County (hereinafter referred to as "SHERIFF"), a political subdivision of the State of Florida, and City of Hollywood, a Florida municipal corporation, (hereinafter referred to as "CITY"), collectively referred to as the "Parties," providing for cooperative participation in a Regional Public Safety Intranet ("RPSI").

WHEREAS, this Agreement is entered into pursuant to §163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969;" and

WHEREAS, SHERIFF is to establish, with cooperation of Broward cities, a county-wide interoperable public safety intranet that can support closest unit response in life-threatening emergencies and regional specialty teams; and

Whereas, the Parties desire to satisfy the intentions of the Broward County Charter by insuring that someone with a life-threatening emergency receive care from the closest available emergency vehicle; and

Whereas, the CITY agrees to work towards insuring someone with a life-threatening emergency receive care from the closest available emergency vehicle. This includes pursuing automatic aid agreements with neighboring cities who utilize the county-wide CAD system; and

WHEREAS, the Parties desire to enhance radio interoperability by interconnecting SHERIFF and CITY public safety radio users; and

WHEREAS, the Parties desire to enhance information sharing by interconnecting SHERIFF and CITY public safety data users, and



WHEREAS, SHERIFF maintains a Trunked Radio System as part of its public safety intranet that supports county-wide police, fire, and emergency services; and

WHEREAS, SHERIFF maintains a Computer Aided Dispatching ("CAD") System as part of its public safety intranet that supports county-wide police, fire, and emergency services; and

WHEREAS, SHERIFF maintains an Automated Vehicle Location ("AVL") System as part of its public safety intranet that supports county-wide police, fire, and emergency services; and

WHEREAS, SHERIFF maintains a Law Records Management System ("LRMS") and a Fire Records Management System ("FRMS") as part of its public safety intranet that supports county-wide police, fire, and emergency services; and

WHEREAS, the Parties desire to make the most efficient use of their technical resources to enable the Parties to cooperate with each other to provide quality county-wide public safety communication services;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises, set forth, the Parties agree as follows.

## **ARTICLE 1**

### **DEFINITIONS**

1 1	<b><u>Advanced Tactical Mapping ("ATM")</u></b> : A component of the RPSI that provides computer aided dispatch mapping. In conjunction with AVL, these maps pinpoint the real time location, availability, status, and routing of emergency vehicles which ultimately enhance response times.
1.2	<b><u>Automated Vehicle Location ("AVL") System</u></b> : A component of the RPSI that provides GPS-based tracking of public safety vehicles. AVL facilitates closest unit response when coupled with a common CAD platform
1 3	<b><u>Change Management Requests ("CMR")</u></b> : The <u>CMR</u> process will be used to specify the times and conditions when designated tasks can be performed on all software and hardware affiliated with the RPSI including but not limited to the

	Trunked Radio System, Public Safety Network, Computer Aided Dispatch (CAD) System, E-911, etc. The CMR is more fully explained in Exhibit "D"
1 4	<u>Computer Aided Dispatch ("CAD") System</u> : A component of the RPSI that has as one of its functions, in conjunction with the AVL System, the ability to assist a radio dispatcher in identifying and dispatching public safety vehicles and personnel closest to the scene of an incident.
1.5	<u>Contract Administrator</u> : SHERIFF's Contract Administrator of the Regional Public Safety Intranet "RPSI" is SHERIFF's Director of the Communications Technology Division
1 6	<u>Demarcation Points</u> : A "Demarcation Point" or "Demarc" identifies a responsibility boundary between CITY-responsible items and SHERIFF-responsible items. EXHIBIT "B" further defines and visually portrays the RPSI Demarcation Points and entity-responsibilities on a portion by portion basis.
1 7	<u>Equipment</u> : The SHERIFF-owned and maintained items listed in EXHIBIT "C" and any other SHERIFF-provided items.
1.8	<u>Fire Records Management System ("FRMS")</u> : A component of the RPSI that archives fire-related dispatch records and information
1 9	<u>Fire Rescue Frontline Vehicles</u> . Refers to those vehicles typically dispatched in the initial stages of an incident for the protection and preservation of life, property, and the environment. Vehicles whose primary purpose is responding to emergencies where time is critical i e., Fire Engines (Pumpers), Ladder Trucks, Medical Rescue Vehicles, and Shift Commanders Frontline vehicles are staffed and dispatched and not in a reserve or staff capacity
1 10	<u>Fire Station Alerting</u> . Allows regional and non-regional communication centers to efficiently respond to emergencies by managing the assets of multiple fire stations. Public Safety Dispatch Centers can dispatch an engine, ambulance, entire

	station, or multiple stations by selecting them on their PC screen or by the push of a few buttons.
1 11	<b><u>Law Records Management System ("LRMS"):</u></b> A component of the RPSI that archives law enforcement dispatch records and information
1 12	<b><u>NetMotion:</u></b> A component of the RPSI that improves mobile data network performance, encryption, communication stability, and roaming between disparate private and public wireless networks.
1 13	<b><u>Network Mobility Zone ("NMZ"):</u></b> A component of the RPSI which extends the public safety network to multiple jurisdictions. The network mobility zone provides the mobile data and remote facility user's access to the core of the Public Safety Intranet applications.
1 14	<b><u>Non-Dispatch Facility:</u></b> A CITY owned facility hosted by the infrastructure, applications, and services of the RPSI A non-dispatch facility does not receive E-911 calls nor does it provide city-wide or county-wide dispatch services. A non-dispatch facility may require access to FRMS, Read-Only CAD Services, and PMDC via their owned and operated Local Area Networks. The CITY-SHERIFF demarcation boundaries are outlined in "Exhibit B"
1 15	<b><u>Peripheral Equipment:</u></b> The CITY-owned and maintained items listed in Exhibit "C" and any other CITY-provided items. Peripheral equipment includes but is not limited to Ethernet cabling, mouse, keyboard, speakers, printers, etc.
1 16	<b><u>Project:</u></b> The integration of a regional public safety intranet comprised of radio and data systems, benefiting public safety agencies within Broward County that choose to participate
1 17	<b><u>Project Charter:</u></b> Outlines the requirements, direction, constraints, and collectively accepted deliverables within a project. In addition, the charter will act as a guideline for the project manager and project team members to establish scope, schedule, and cost pertaining to the Project. The Project Charter template is further explained and listed in Exhibit "E"

1 18	<b><u>Project Manager</u></b> : An employee of the SHERIFF who is assigned by the Contract Administrator to provide day-to-day management of the Project from inception to completion.
1 19	<b><u>Public Safety Network ("PSN")</u></b> : A component of the RPSI which provides the communication connectivity and network infrastructure for data portions of the RPSI
1.20	<b><u>Regional Dispatch Center (RDC)</u></b> : A cooperative dispatch center providing E911 call taking and dispatch services for multiple jurisdictions. A RDC is also hosted by the infrastructure, applications, and services of the RPSI. A RDC supports the overall goals of closest unit response, radio interoperability, and data sharing and is directly connected and utilizes the Regional CAD and County-Wide Radio System
1.21	<b><u>Regional Public Safety Intranet ("RPSI")</u></b> : The overall collection of Equipment – including but not limited to SHERIFF's Trunked Radio System – Public Safety Network – Public Safety Applications – that constitutes the Regional Public Safety Intranet. CITY-owned equipment interfaces to the SHERIFF-owned RPSI
1.22	<b><u>Service Level Agreements ("SLA")</u></b> : Defines an expected level of service segregated into various categories: System performance, trouble resolution, operations, and administration. The Service Level Agreements are further explained and listed in Exhibit "F"
1.23	<b><u>SmartZone</u></b> : A component of the RPSI that interconnects disparate radio systems to provide county-wide coverage for roaming, efficient use of channels, and voice communication interoperability
1.24	<b><u>Subscriber Maintenance</u></b> : Refers to CITY's responsibility to maintain the CITY owned user's equipment. Subscriber maintenance is further explained in Exhibit "B"
1.25	<b><u>System Maintenance</u></b> : Refers to SHERIFF's responsibility to maintain the regional public safety intranet (RPSI) as described in Exhibit "B"

1.26	<p><u>Trunked Radio System.</u> SHERIFF's Trunked Radio Communications System, a major portion of which is used by police and fire rescue personnel within Broward Sheriff's Office. Today, SHERIFF owns and operates a twenty-eight (28) channel 800 MHz trunked simulcast SmartZone radio system.</p>
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## **ARTICLE 2**

### **SCOPE OF WORK**

- 2.1 SHERIFF and CITY agree to install the necessary Equipment and Peripheral Equipment and perform their respective required tasks in accordance with the Statement of Work (EXHIBIT "A").
- 2.2 The work to be done shall be referenced, for convenience, according to the project designations and as further identified and detailed in the EXHIBIT "A" Statement of Work.
- 2.3 SHERIFF agrees that the Trunked Radio System will meet appropriate coverage, functionality, and availability parameters and accepted industry standard levels of performance as determined by Federal Communications Commission (FCC), Telecommunications Industries Association (TIA), and Association of Public Safety Communication Officials (APCO) standards together with manufacturers' specifications.
- 2.4 SHERIFF shall own all Equipment the SHERIFF supplies to CITY pursuant to this agreement.
- 2.5 CITY shall provide SHERIFF access to the CITY's equipment rooms to the extent required for the installation of the SHERIFF's owned equipment and integration of any applicable CITY system into the RPSI. CITY will exercise due care to ensure that the electrical, security, and environmental requirements are maintained for such equipment rooms.
- 2.6 SHERIFF agrees that the CAD, AVL, FRMS, LRMS, Mobility Zone, and Public Safety Network functionalities supplied to CITY shall also meet appropriate performance levels as defined in EXHIBIT "A"
- 2.7 The Regional Public Safety Intranet will perform based on the specifications of any given application being run on the system as defined in the EXHIBIT "A" Statement of Work. The RPSI shall allow for exchange of information amongst public safety users.

- 2.8 CITY shall be responsible for supplying SHERIFF with needed uninterruptible power system (UPS) electrical power, electrical wiring, heating ventilating and air conditioning (HVAC), and standby power generation – to meet manufacturer guidelines and operational standards established by SHERIFF for dispatch center Equipment.
- 2.9 CITY agrees to allow SHERIFF, with notice to CITY and monitoring by CITY personnel, to troubleshoot a CITY local area network (LAN) which adversely impacts the Regional Public Safety Intranet or the operation of CITY's Public Safety Communications Dispatch Center CITY agrees to correct any problems found in an expeditious manner
- 2.10 CITY agrees to comply with the Demarcation Point division of responsibilities for the RPSI as provided in EXHIBIT "B"
- 2.11 SHERIFF shall maintain all systems outlined as "SHERIFF responsibility" in EXHIBIT "B" over the life of this Agreement.
- 2.12 CITY shall maintain all systems outlined as "CITY responsibility" in EXHIBIT "B" over the life of this Agreement.
- 2.13 SHERIFF shall not be responsible for the payment of any taxes, insurance, and utilities for CITY owned facilities.
- 2.14 Access to CITY's facilities for SHERIFF personnel, or SHERIFF's subcontractors, consistent with CITY security practices and procedures, shall be unlimited as to time and day
- 2.15 CITY shall be responsible for any and all maintenance and repairs to the existing CITY owned facilities and any upgrades to such facilities. CITY shall maintain the structural and operational integrity of all associated CITY owned facilities and supporting equipment including but not limited to batteries, buildings, cable plant, generators, roof, skylights, walls, foundations, sidewalks, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating systems, air conditioning systems, plumbing, electrical and all other structural components.
- 2.16 Prior to the issuance of the Notice to Proceed from the SHERIFF's Contract Administrator to the Contractor, the Parties shall develop a mutually acceptable Project Plan inclusive of project charter ("Exhibit E"), project schedule, and communication plan set forth, among other things, (i) selected tasks, deliverables, and activities required of each party, including all dates by which the responsible party must complete such activity, (ii) the milestones and the agreed upon date for completion of each milestone, and (iii) the date for System Acceptance. This development shall constitute a Detailed Design Review The Project

Schedule shall be in the form of a progress chart of suitable scale to appropriately indicate the percentage of work scheduled for completion at any time. Each party represents that it will act in good faith to establish the Project Schedule within thirty (30) days of a signed contract between the Sheriff's Contract Administrator and the Contractor and that the number of days established will be reasonable as to each activity

- 2.17 Upon CITY's concurrence with, and SHERIFF's acceptance of, the Detailed Design Review and Project Schedule submitted to SHERIFF, SHERIFF will provide contractor with a Notice to Proceed
- 2.18 Effective with the execution of this Agreement, CITY shall become a voting member of the Regional Public Safety Communications Committee ("RPSCC") or equivalent committee that has the authority to make technical decisions with regard to major upgrades and configuration changes to the RPSI
- 2.19 CITY shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, a list of which are included in Exhibit "G" as well as those developed in the future and issued to CITY by SHERIFF CITY agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the RPSI Trunked Radio System
- 2.20 SHERIFF and CITY shall jointly be responsible for developing desired fleet mapping and programming of all subscriber units and system parameters necessary to meet the operational requirements.
- 2.21 SmartZone operation shall be limited to public safety users only
- 2.22 CITY acknowledges that the services to be performed under this Agreement, relative to SHERIFF's responsibilities, shall be performed by SHERIFF and/or its contractors and shall be under the sole supervision and direction of SHERIFF At CITY facilities, CITY may monitor installation work done by the SHERIFF, its employees, agents, and subcontractors. Likewise, SHERIFF acknowledges that the services to be performed under this Agreement relative to CITY's responsibilities shall be performed by CITY and/or its contractor(s) and shall be under the sole supervision and direction of CITY SHERIFF may monitor installation work done by the CITY, its employees, agents, and subcontractors.
- 2.23 CITY is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to CITY subscribers as provided in Exhibit "B" CITY may utilize the services of a third party to provide maintenance of CITY subscribers, or CITY may contract with SHERIFF for

a fee for a combination of the aforementioned services or for all of the above services.

- 2.24 SHERIFF shall reprogram all CITY subscriber radios and control stations for operation on the SHERIFF's Trunked Radio System.
- 2.25 CITY is responsible for all removals and installations of its subscriber equipment.
- 2.26 SHERIFF agrees that it will not implement any changes/enhancements to the RPSI that could adversely affect the CITY system subscribers unless directed to do so by Federal or State mandates as stated in Section 3.3 of this Agreement or otherwise agreed to, in writing, between the Parties. Prior written notice as defined in Exhibit "D" shall be made by SHERIFF to CITY for proposed changes and their potential effect on CITY operations. Should CITY or SHERIFF desire to perform changes to the facility or the RPSI that may impact the Equipment or services provided by the SHERIFF, the Change Management Request (CMR) procedures (Exhibit "D") will be followed
- 2.27 The parties agree that any and all drawings, plans, specifications or other documents or materials will be reviewed by CITY and SHERIFF, or its sub-contractors to ensure that they are. (a) consistent with the CITY and SHERIFF requirements for the Project; (b) sufficiently fit and proper for the purposes intended; and (c) comply with all applicable laws, statutes, building codes, and CITY and SHERIFF guidelines or regulations, which apply to or govern the Project. CITY's approval, acceptance, use of or payment for all or any part of SHERIFF's services under this Agreement or of the Project itself shall in no way alter SHERIFF's obligations or CITY's rights. Copies of all items shall be provided to CITY and SHERIFF. The Project Charter listed as Exhibit "E" will be used to identify the requirements and expectations set forth by CITY and SHERIFF
- 2.28 In the event that SHERIFF or CITY believe that any aspect of a Project is not in compliance with approved plans or applicable codes, or that work cannot be completed as designated, SHERIFF or CITY shall notify the appropriate other party within the next business day after discovery, in writing or electronically, as to the reason(s) the proposed portion of the work is not in compliance or not feasible to meet the scope of services to be provided in this Agreement.
- 2.29 CITY agrees to complete a joint Acceptance Test Plan (EXHIBIT "A" Attachment 2) with SHERIFF to inspect SHERIFF's or the Contractor's performed work on the System to determine if it meets the CITY's operational needs and SHERIFF's requirements.



- 2.30 CITY public safety users shall have equal accessibility to SHERIFF's RPSI similar to other public safety agency subscribers.
- 2.31 CITY agrees to purchase all necessary CITY subscriber equipment as described in Exhibit "B" within ninety (90) days of the CITY providing written notice to SHERIFF exercising its option to participate in a regional public safety intranet consisting of any one or combination of the following Trunked Radio System, CAD, ATM, AVL, FRMS, LRMS, or PSN
- 2.32 CITY agrees to provide SHERIFF or SHERIFF's Contractor, for the term of the Agreement, with facility space associated with the on-site maintenance, troubleshooting, and repair of all SHERIFF Equipment.

### **ARTICLE 3**

#### **TERM**

- 3.1 The obligation of the Parties to perform under this Agreement shall commence upon the date of the last party executing this Agreement.
- 3.2 The term of this Agreement shall be for five (5) years from the commencement date pursuant to Section 3.1 above. This Agreement may be renewed every five (5) years with the approval of both SHERIFF and CITY, unless terminated pursuant to Article 4
- 3.3 The terms of this Agreement may be amended if a state or federal regulatory agency mandates significant technological modifications of the system requiring a major reconfiguration or upgrade. In such instances, the Parties shall meet to determine an appropriate solution and funding. In the event the parties are unable to reach an agreement regarding state or federal mandates for technological modifications and/or funding of said modifications, either party may terminate the Agreement for cause pursuant to Article 4

### **ARTICLE 4**

#### **TERMINATION**

- 4.1 This Agreement may not be terminated by the SHERIFF or CITY for convenience during the initial five (5) year term with the exception of the circumstances set forth in Paragraph 4.3. Any subsequent renewal term may be terminated for either cause or convenience by either party upon providing written notice to the other party at least two (2) years prior to the effective date of such termination.
- 4.2 The failure of the CITY to perform its responsibilities as set forth herein for

a period of thirty (30) calendar days after written notice by SHERIFF shall constitute a breach of this Agreement. In the event the CITY fails to cure the breach within such thirty (30) day period, SHERIFF may immediately terminate this Agreement upon written notice to the CITY

- 4.3 CITY recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for SHERIFF's budget year funding. If in any budget year, funding, for any reason, is not provided to cover the SHERIFF's responsibilities and obligations under this Agreement, this Agreement may be terminated by SHERIFF without penalty upon written notice to the CITY

## **ARTICLE 5**

### **COMPENSATION**

- 5.1 Section 318.21(9), Florida Statutes (2002), requires that Twelve dollars and fifty cents (\$12.50) from each moving traffic violation must be used by CITY to fund CITY's participation in an intergovernmental radio communication program approved by the Department of Management Services. CITY agrees to transfer such revenue generated within its jurisdiction to SHERIFF to help fund the RPSI's operating costs.

## **ARTICLE 6**

### **ADDITIONAL SERVICES**

- 6.1 It is mutually acknowledged that during the term of this Agreement it may be desirable to change the scope or extent of the maintenance services or to have SHERIFF substitute items of Equipment and/or provide new items of Equipment. The parties also recognize that during the term of this Agreement; additions, changes, or modifications may be necessary or desirable to carry out the intent or purpose of this Agreement. The Parties agree that during the term of this Agreement they will negotiate in good faith any requested changes to the scope or extent of the maintenance services or to substitution of items of Equipment and/or provision of new items of Equipment and other services proposed by SHERIFF. All requested changes to the scope or extent of the maintenance services or to substitution of items of Equipment and/or provision of new items of Equipment, upgrades and other proposed additional services are subject to funding availability.
- 6.2 Any and all modifications to the terms and conditions of this Agreement must be contained in a written amendment executed with the same

formalities as set forth herein Should CITY or SHERIFF desire to perform changes to the facilities, the RPSI or PSN that may adversely impact the Equipment provided by the SHERIFF, the Change Management Request (CMR) procedures (Exhibit "D") will be followed

## **ARTICLE 7**

### **FREQUENCY USAGE**

- 7.1 CITY agrees to authorize SHERIFF, pursuant to state and federal regulations, to integrate CITY's 800 MHz frequencies into SHERIFF's public safety intranet for the purpose of building a regional public safety intranet benefiting public safety agencies within Broward County that choose to participate.
- 7.2 CITY agrees to authorize SHERIFF, pursuant to state and federal regulations, to integrate CITY's eligible 700 MHz frequencies into SHERIFF's public safety intranet for the purpose of building a regional public safety intranet benefiting public safety agencies within Broward County that choose to participate.
- 7.3 CITY shall continue to maintain its radio frequency license ownership and, therefore, shall comply with all applicable federal, state and local laws and regulations to maintain such licensure.
- 7.4 SHERIFF shall assist CITY with filing appropriate documents to facilitate SHERIFF's usage of the 800 MHz frequencies, including documents regarding Federal Aviation Administration (FAA) or FCC licensure.
- 7.5 SHERIFF shall assist CITY with filing appropriate documents to facilitate SHERIFF's usage of the 700 MHz frequencies, including documents regarding Federal Aviation Administration (FAA) and/or FCC licensure
- 7.6 SHERIFF understands and agrees to maintain CITY radio frequencies (direction and range) integrated into the SHERIFF Trunked Radio system(s)

## **ARTICLE 8**

### **LIABILITY**

- 8.1 CITY and SHERIFF shall each individually defend any action or proceeding brought against their respective agency pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any

such claims, demands, suits, actions, damages and causes of action, including the investigation or their defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof

8.2 CITY and SHERIFF agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Agreement.

8.3 CITY and SHERIFF are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of its agents or employees to the extent required by law. Noting herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity is applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

## **ARTICLE 9**

### **INSURANCE**

9.1 The Parties acknowledge that SHERIFF is self insured in accordance with the provisions set forth in Section 768.28, Florida Statutes.

## **ARTICLE 10**

### **PERFORMANCE**

10.1 Operational Performance Metrics will be provided by SHERIFF to CITY on a quarterly basis to collectively evaluate system integrity. The operational performance metrics will be a part of the service level agreement provided by SHERIFF to CITY and further explained in "Exhibit F"

## **ARTICLE 11**

### **MISCELLANEOUS PROVISIONS**

11.1 **ASSIGNMENT** SHERIFF shall perform the services provided for in this Agreement utilizing SHERIFF's employees, contractors, and subcontractors. Said services shall be performed exclusively and solely for CITY which is a Party to this Agreement. CITY and SHERIFF shall not have the right to assign this Agreement without the express written approval of both parties.

- 11.2 **JOINT PREPARATION** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other
- 11.3 **SEVERABILITY** The invalidity of any provision of the Agreement shall in no way affect the validity of any other provision.
- 11.4 **ENTIRE AGREEMENT AND MODIFICATION** This Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter contained herein. It is further agreed that no change, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith
- 11.5 **COMPLIANCE WITH LAWS**. Each Party shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 11.6 **BINDING EFFECT** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.
- 11.7 **FORCE MAJEURE**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or conditions beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").
- 11.8 **AUTHORITY** The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.
- 11.9 **NOTICES** With the exception of provisions of Paragraph 2.28, all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

**SHERIFF**

Broward Sheriff's Office  
Director - Communications Technology Division  
115 S Andrews Avenue, Room 325  
Fort Lauderdale, FL 33301

With a copy to:      Office of the General Counsel  
Broward Sheriff's Office  
2601 W Broward Blvd  
Ft, Lauderdale, FL 33312

**CITY.**

Police Chief  
City of Hollywood  
3250 Hollywood Boulevard, Hollywood, FL 33021

Fire Chief  
City of Hollywood  
2741 Stirling Road, Hollywood, FL 33312

City Manager  
City of Hollywood  
2600 Hollywood Boulevard, Hollywood, FL 33020

Mayor  
City of Hollywood  
2600 Hollywood Boulevard, Hollywood, FL 33020

11 10 **MATERIALITY AND WAIVER OF BREACH** The Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11 11 **INDEPENDENT CONTRACTORS.** The Parties agree that each party to this Agreement is an independent contractor. In providing such services, neither of the Parties, nor their respective agents shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the Parties a partnership or joint venture.

- 11 12 **RECORDING** This Agreement shall be recorded in accordance with the Florida Interlocal Cooperation Act of 1969
- 11 13 **PRIORITY OF PROVISIONS** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 of this Agreement shall prevail and be given effect.
- 11 14 **MULTIPLE ORIGINALS** This Agreement may be fully executed in five (5) copies by all Parties, each of which, bearing original signatures, shall be the force and effect of an original document.
- 11 15 **NON-DISCRIMINATION** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, disability, marital status, sexual orientation or national origin
- 11 16 **RECORDS**: Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents requests served upon it pursuant to Section 119 07, Florida Statutes, and any resultant award of attorney's fees for noncompliance with that law
- 11 17 **DRAFTING** This Agreement has been negotiated and drafted by all Parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.
- 11 18 **CHOICE OF LAW, WAIVER OF JURY TRIAL**. Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, or the United States District Court, Southern District, Broward County, Florida, the venue sites, and shall be governed by the laws of the state of Florida and any applicable federal laws, codes or regulations. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury in any such litigation.
- 11 19 **OWNERSHIP OF EQUIPMENT** SHERIFF retains ownership of all Equipment that the SHERIFF provides to the CITY pursuant to the terms and conditions of this Agreement. In the event this Agreement is terminated by either party, the Sheriff shall remove and/or recover all equipment within ninety (90) days of the effective date of termination

11.20 ATTACHMENTS AND REFERENCES The following named exhibits are made an integral part of this Agreement:

EXHIBIT "A" Statement of Work

Attachment 1 System Description

Attachment 2: Acceptance Test Plan

EXHIBIT "B" System Demarcation Points

Attachment 1A. Regional Dispatch Center

Attachment 1B Non-Dispatch Facility

Attachment 1C Mobile Data Law Enforcement

Attachment 1D Mobile Data Fire Rescue

Attachment 2: Demarcation Drawings

EXHIBIT "C" Equipment List

EXHIBIT "D" Change Management Request

EXHIBIT "E" Project Charter

EXHIBIT "F" Service Level Agreements

Attachment 1 Terms and Conditions

Attachment 2: Trouble Ticket Workflow

EXHIBIT "G" RPSI Trunked Radio System SOP's

11.21 THIRD PARTY BENEFICIARIES: This Agreement is not intended to benefit any third party nor shall it create a contractual relationship with any third party

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INTERLOCAL AGREEMENT BY AND BETWEEN SHERIFF OF BROWARD  
COUNTY AND THE CITY OF HOLLYWOOD FOR COOPERATIVE  
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET

**IN WITNESS WHEREOF**, the parties execute this Agreement on the  
date(s) set forth below:

**AL LAMBERTI AS SHERIFF OF BROWARD COUNTY, FLORIDA**

\_\_\_\_\_  
JOHN CURRY, EXECUTIVE DIRECTOR  
Department of Administration

Date. \_\_\_\_\_

Approved as to form and legal sufficiency  
Subject to execution by the parties:

By \_\_\_\_\_  
General Counsel

Date. \_\_\_\_\_

**CITY OF HOLLYWOOD**

ATTEST

\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

\_\_\_\_\_  
PETER BOBER, MAYOR

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND  
LEGALITY  
For the use and reliance of the City of  
Hollywood, Florida, only

\_\_\_\_\_  
JEFFREY P SHEFFEL, CITY ATTORNEY

**EXHIBIT "A"**

**Statement of Work**

**EXHIBIT "A" – ATTACHMENT 1**

**SYSTEM DESCRIPTION**

**EXHIBIT "A" – ATTACHMENT 2**

**Acceptance Test Plan**

To be provided at Detailed Design Review Phase of the project

## **EXHIBIT "B" – ATTACHMENT 1A**

### **Regional Public Safety Intranet Demarcation Points**

#### **Regional Dispatch Center**

<b>RPSI Portion</b>	<b>Demarc</b>	<b>SHERIFF Responsibility</b>	<b>CITY Responsibility</b>
<b>Trunked Radio System</b>	<b>Gold Elite Console(s)</b>	Infrastructure and software up to and including the SHERIFF-owned Gold Elite/P25 IP based Radio Console(s) located in the Regional Dispatch Center	All mobile and portable radio subscriber units including any software required to operate on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
<b>CAD System</b>	<b>CITY LAN</b>	Infrastructure and software up to and including the CAD server, Regional dispatch console workstations, Regional Dispatch CAD client licenses, and the needed communications via the RPSI.	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the SHERIFF-supplied systems do not apply )
<b>AVL System</b>	<b>CITY LAN</b>	Infrastructure up to and including the AVL server, regional client desktop software licenses, and the needed communications via the RPSI.	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the SHERIFF-supplied systems do not apply )
<b>Advanced Tactical Mapping</b>	<b>CITY LAN</b>	Infrastructure up to and including the advanced tactical mapping servers, regional standard desktop client software licenses, and the needed communications via the RPSI.	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the SHERIFF-supplied systems do not apply )
<b>Fire Records</b>	<b>CITY LAN</b>	Infrastructure up to and	Desktop hardware and all LANs

RPSI Portion	Demarc	SHERIFF Responsibility	CITY Responsibility
Management System		including the Fire Records Management servers and standard software site and client licensing for Fire Records.	connected to the FRMS; non-standard or customized software desired by CITY
Law Records Management System	CITY LAN	Infrastructure up to and including the Law Records Management servers.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by CITY and standard software site and client licensing for Law Records.

## **EXHIBIT "B" – ATTACHMENT 1B**

### **Regional Public Safety Intranet Demarcation Points**

#### **Non-Dispatch Facility**

RPSI Portion	Demarc	SHERIFF Responsibility	CITY Responsibility
CAD System	CITY LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined CITY location.	All extended CITY LAN equipment along with software, client licenses, desktop workstations, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the SHERIFF-supplied systems do not apply )
Advanced Tactical Mapping	CITY LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined CITY location.	All extended CITY LAN equipment along with software, client licenses, desktop workstations, peripheral equipment to provide communications to City ATM workstations and all existing interfaces. (Future interfaces to the SHERIFF-supplied systems do not apply )

RPSI Portion	Demarc	SHERIFF Responsibility	CITY Responsibility
Fire Records Management System	CITY LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined CITY location.  FRMS standard site and client desktop software licenses will be provided from SHERIFF to CITY	Desktop hardware and all LANs connected to the FRMS; non-standard or customized software desired by CITY
Law Records Management System	CITY LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined CITY location.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by CITY and standard software site and client licensing for Law Records.

### **EXHIBIT "B" – ATTACHMENT 1C**

#### **Regional Public Safety Intranet Demarcation Points**

#### **Mobile Data – Law Enforcement**

RPSI Portion	Demarc	SHERIFF Responsibility	CITY Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure up to the SHERIFF-owned Gold Elite/P25 IP Console(s) located in the Regional and/or Non-Regional Dispatch Center	All mobile and portable radio subscriber units including any software required to operate on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
CAD System	CITY MDT	Infrastructure up to and including the CAD server and the needed communications via the RPSI.	All extended LAN equipment along with software, client licenses, peripheral equipment to provide communications to City CAD MDT's and all existing interfaces. (Future interfaces to the SHERIFF-supplied systems do not apply )
AVL System	SHERIFF's Server	Infrastructure up to and	All vehicle-related equipment

RPSI Portion	Demarc	SHERIFF Responsibility	CITY Responsibility
		including the AVL server; and the needed communications via the RPSI.	and any remote monitoring equipment and software
Law Record Management System	SHERIFF infrastructure	Infrastructure up to and including the Law Records Management servers.	All vehicle Equipment including laptop, modem, cabling, associated mounting hardware, antenna – and any monitoring Equipment and standard software site and client licensing for Law Records. Non-standard or customized software is also the responsibility of the CITY

### **EXHIBIT “B” – ATTACHMENT 1D**

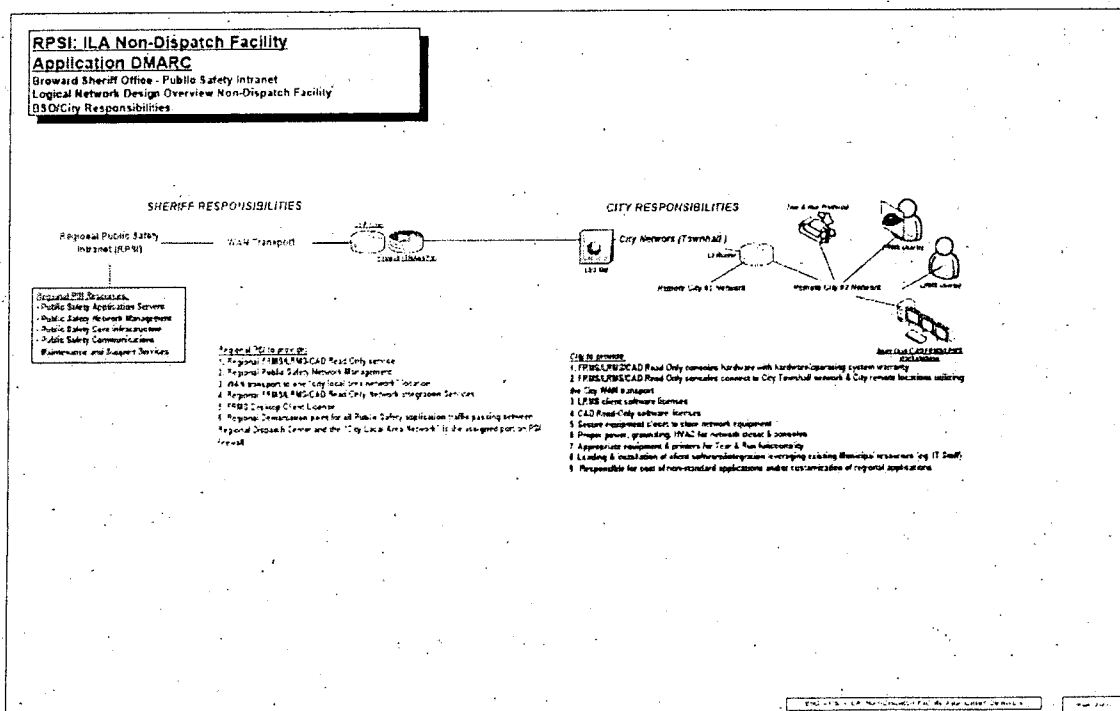
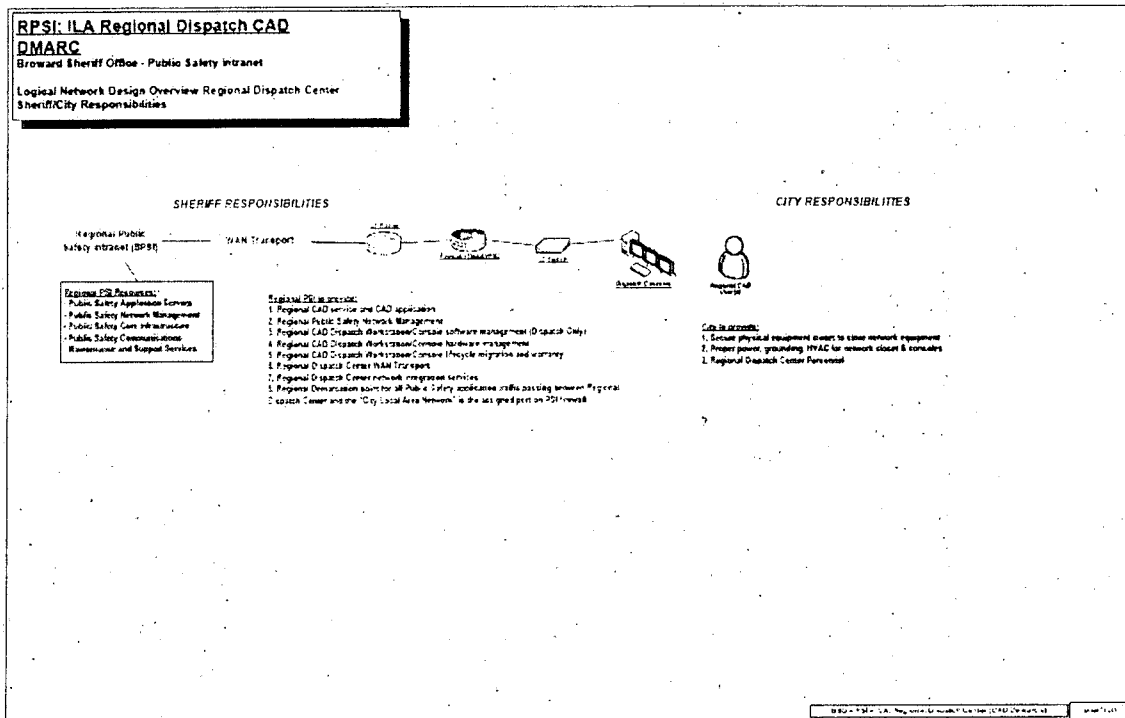
#### **Regional Public Safety Intranet Demarcation Points**

#### **Mobile Data - Fire Rescue Frontline Vehicles**

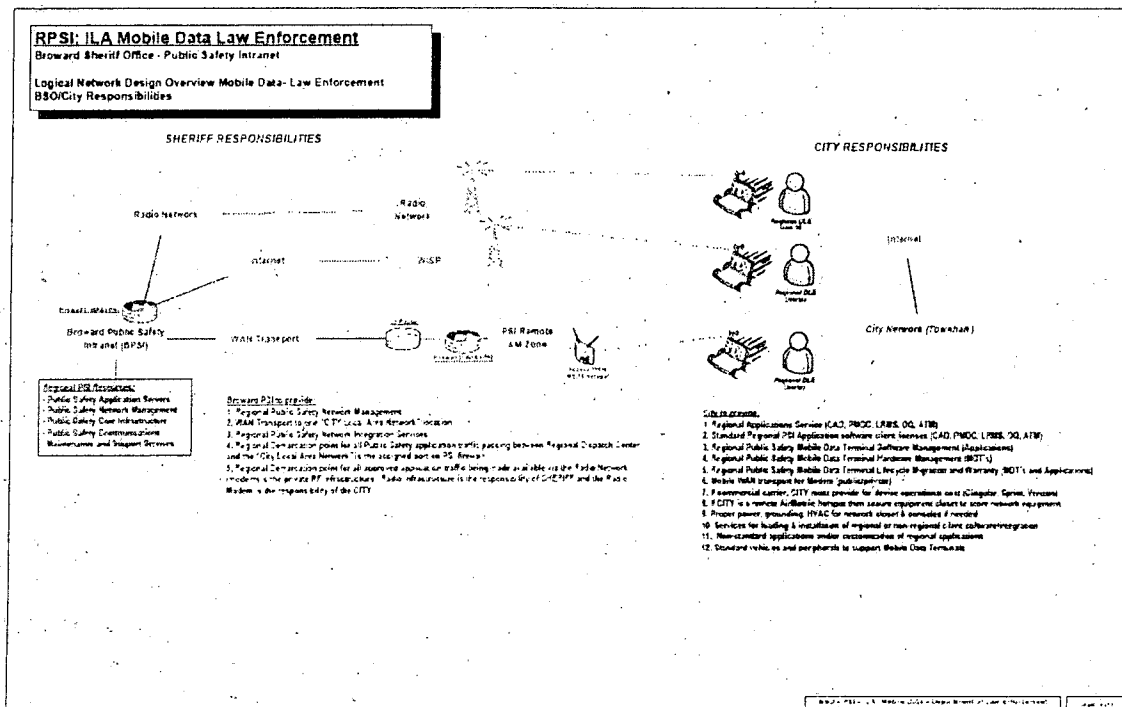
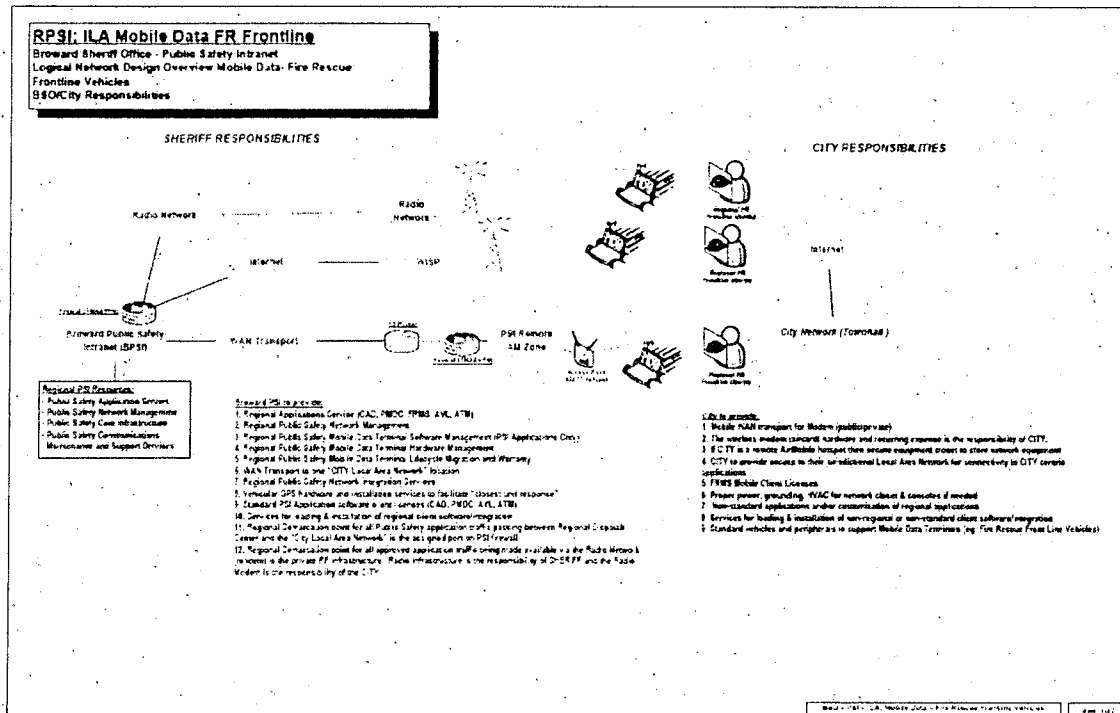
RPSI Portion	Demarc	SHERIFF Responsibility	CITY Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure up to the SHERIFF-owned Gold Elite/P25 IP Console(s) located in the Regional and/or Non-Regional Dispatch Center	All mobile and portable radio subscriber units including any software required to operate on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
CAD System	CITY LAN	Infrastructure and software up to and including the CAD server, MDT hardware, MDT regional CAD client software licenses, and the needed communications via the RPSI.	All vehicle related peripheral equipment and any monitoring equipment. Non-Regional or customized software desired by CITY (Future interfaces to the SHERIFF-supplied systems do not

RPSI Portion	Demarc	SHERIFF Responsibility	CITY Responsibility
			apply )
AVL System	Frontline Vehicle	Infrastructure up to and including the AVL server, and GPS devices located in Fire Rescue frontline vehicles.	All vehicle-related peripheral equipment and any remote monitoring equipment and software.
Mobile Data Terminals	Frontline Vehicle	SHERIFF will assume capital and lifecycle procurement of MDT's and associated regional standard software for Fire Rescue frontline vehicles.	All vehicle related peripheral equipment and any monitoring Equipment. CITY responsible for wireless modems and recurring operating costs. Non-regional or customized software desired by CITY
Fire Record Management System	SHERIFF infrastructure	SHERIFF infrastructure up to and including the FRMS Server and the needed communication interfaces via the RPSI.	Acquisition of FRMS standard site and client mobile software licenses will be the responsibility of CITY All vehicle related peripheral equipment and any monitoring Equipment. Non-regional or customized software desired by CITY (Future interfaces to the SHERIFF-supplied systems do not apply )

**EXHIBIT "B" – ATTACHMENT 2 (Drawings)**



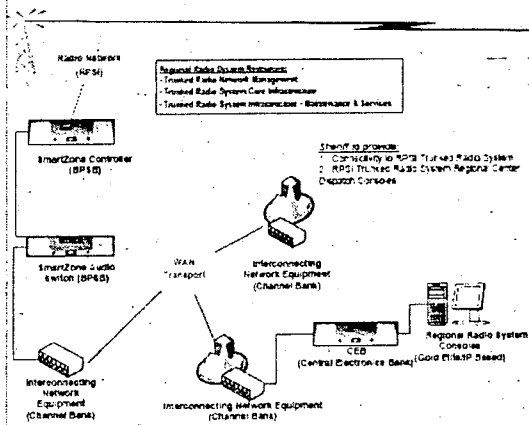




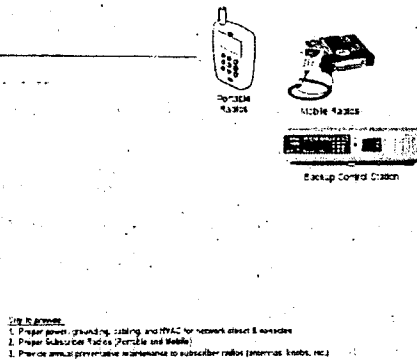
# BSO-Radio Network: ILA Radio Demarc - Direct Subscribers

RP31 - Trunked Radio System  
Logical Network Design Overview Broward County Radio System  
BSO/City Responsibilities

## SHERIFF RESPONSIBILITIES



## CITY RESPONSIBILITIES

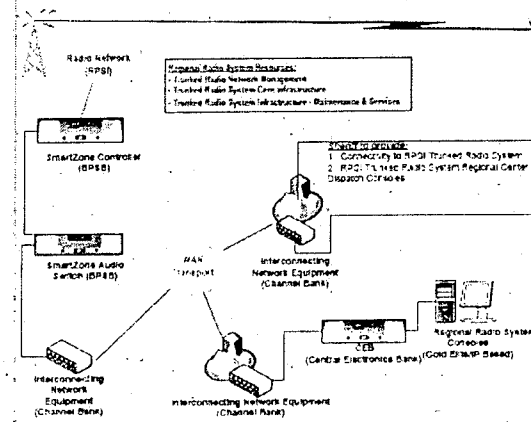


Regional Trunked Radio System Direct Subscriber Demarcation

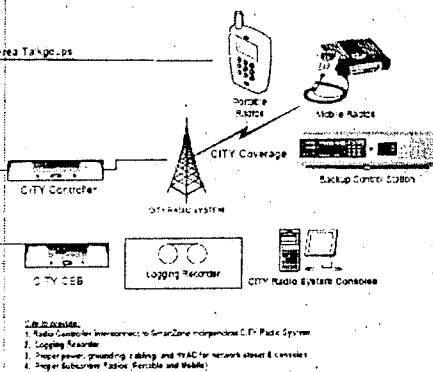
# BSO-Radio Network: ILA Radio Demarc - Non-Direct Subscribers

RP31 - Trunked Radio System  
Logical Network Design Overview Broward County Radio System  
BSO/City Responsibilities

## SHERIFF RESPONSIBILITIES



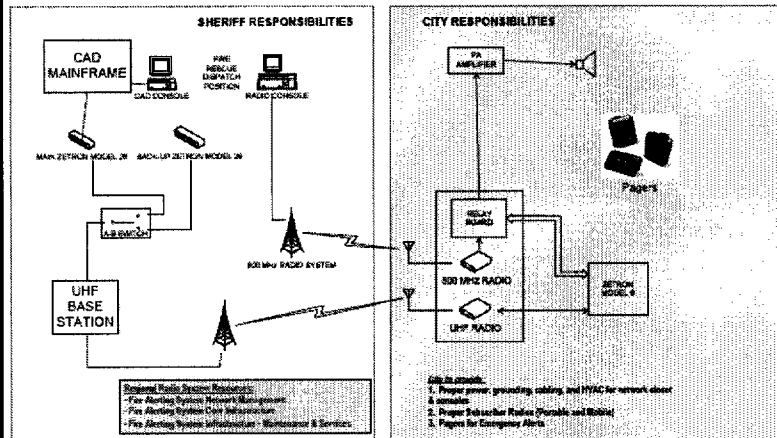
## CITY RESPONSIBILITIES



Regional Trunked Radio System Non-Direct Subscriber Demarcation

# **BSO-Radio System: LA Fire Station Alerting System Demarcation Drawing**

RPSI - Fire Station Alerting System  
 Logical Network Design Overview Broward County Radio System  
 BSO/City Responsibilities



Regional Fire Station Alerting System Demarcation

Sheet 1 of 7

**EXHIBIT "C"**

**Equipment List**

*Model numbers are provided for reference only in this proposal and are subject to change.*

**EXHIBIT D**

**Change Management Request  
Procedure**

**Broward County Sheriff's Office  
Communications Technology  
Division**

## **Change Management Request Procedure**

### **Introduction**

This document defines the Change Management Request (CMR) process for any component(s) that make up the Regional Public Safety Intranet providing delivery of services to end-users. The CMR process will be used to specify the times and conditions when designated tasks can be performed as maintenance on all software and equipment affiliated with the Regional Public Safety Intranet including but not limited to the Public Safety Network (PSN), Trunked Radio System, Computer Aided Dispatch (CAD) System, BI Query, PMDC, UDT/DSS, E-911, etc.

### **Objective**

The objective of the CMR process is to implement maintenance and expansion guidelines that will assure system reliability; minimize the impact on end-users and prevent unintended outage conditions.

### **Definition**

The CMR process will be an ongoing activity involved with the scheduling, communication and coordination of maintenance and construction activities impacting the RPSI. This process includes a Request, Review and Approval process. All change and maintenance activities are performed during predetermined and mutually acceptable Maintenance Windows.

### **Scope**

The CMR process should be followed for any installation, equipment and software maintenance activity or any construction activity which either directly or indirectly impacts the Regional Public Safety Intranet.

### **CMR Process Requirements**

All scheduled change and maintenance activities will require completion of an electronic CMR form and must conform to the following criteria.

- All work requests that impact directly or indirectly the end-users of Public Safety Mission Critical applications must be thoroughly documented in the CMR forms and sent as an e-mail attachment to [changemanagement@SHERIFF.org](mailto:changemanagement@SHERIFF.org)
- SHERIFF's Communication Technology Division (CTD) will review all requests and obtain consensus from Operations and from all impacted end-users on scheduling the Maintenance Window for the request.

- Activities will be scheduled and performed only during predefined or mutually acceptable Maintenance Windows.
- The Requestor submitting the Method of Procedure (MOP) form must identify the scope of the associated outage and a best estimate of the duration of the activities involved in the project. Stop times must take into account the time needed to restore the system to an operational state.
- Following SHERIFF CTD approval of the submitted Method of Procedure (MOP), a project coordination meeting involving representatives of all involved or impacted parties will be scheduled by the assigned CTD Program Manager prior to the start of the scheduled work.

### MOP Requirements

- The MOP must clearly state the objective(s) of the work to be performed, the parties performing the work; the parties impacted by the work and the steps to be completed by each party
- A Maintenance Window identifying a clear Start and Stop time and a work flow schedule must be developed and included as part of the MOP
- The scheduled work must follow the predetermined schedules identified in the MOP, and, as previously noted, stop times must take into account the time needed to restore the system to an operational state
- The MOP must clearly identify the Program Managers responsible for coordination of the activity and provide telephone numbers and any other relevant contact information
- The MOP must include an escalation list with notification time frames should unforeseen problems occur that would result in an outage extending beyond the scheduled Maintenance Window
- The MOP must include a fallback plan should the original plan not work.

### Emergency Maintenance

Emergencies by their nature are not a part of the CMR process, but can seriously impact end-users and any scheduled maintenance activities.

In the event of an emergency outage, both the affected end-user and first responder must notify the designated on-call person for the Communications Technology Division (CTD). An on-call list will be provided to each 911/Dispatch

Center Duty Officer and Manager The CTD contact will be responsible for the following actions.

- Identifying and assigning resources to work the emergency
- Acting as a liaison between the maintenance provider and the 911/Dispatch Center Duty Officer and Manager for the duration of the outage or service degradation.
- Documenting response times and actions taken, followed by generating an after-action report.

The maintenance provider(s) responding to an outage or service affecting emergency must take the following measures following notification

- Upon notification, use remote access to diagnose and repair the problem or arrive on site within the contracted time frames of the responder's maintenance agreement.
- Assess the nature and scope of the problem.
- Notify the SHERIFF CTD on-call person of all actions to be taken and provide the best possible estimate of the duration of the outage or service degradation
- Notify the SHERIFF CTD on-call person of any break in maintenance activity prior to completion of the repair for any reason
- Provide periodic updates for extended outages.
- Document each step of the repair/troubleshooting process as it is performed
- Within 24 hours of completion of a repair, provide a written summary of the problem and the measures taken to repair the problem and (if relevant) prevent similar future outages.
- SHERIFF CTD managers will review the submitted documentation and on a case by case basis schedule a debriefing session to review the steps taken to resolve the problem and suggest changes or improvements for responding to future unscheduled outages.

### **Maintenance Windows**

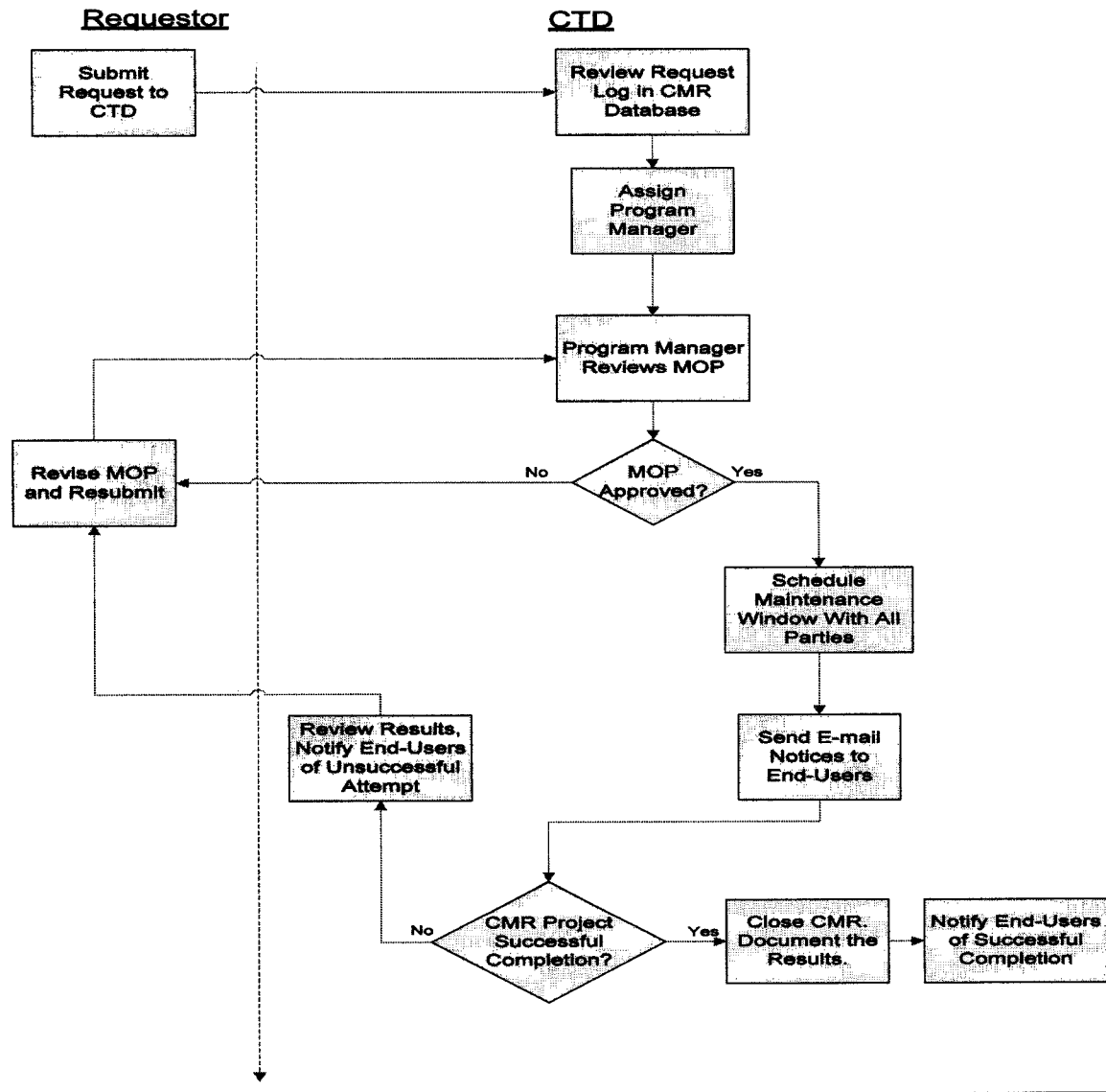
- The standard weekday Maintenance Window for Public Safety Communications Operations is 12:01 AM – 06:00 AM Sunday through Thursday or as otherwise specified by the Operations managers.



- The standard weekend Maintenance Window for Public Safety Communications Operations is 5:01 AM – 02:00 PM Saturday and Sunday or as otherwise specified by the Operations managers.
- A CMR must include sufficient time to perform a back-out of the change within the Window timeframe and restore systems to their normal operational state.
- A CMR that requires work to be performed outside the standard Maintenance Windows must include justification for performing the work during a non-standard window and be approved by SHERIFF's CTD

## Change Management Request

### Process Work Flow



<u>Type</u>	<u>Risk Impact Level</u>	<u>Definition</u>	<u>Lead Time</u>	<u>MOP Required</u>	<u>Actions Description</u>
<u>FYI</u>	<u>Non-Service Affecting</u>	<u>Prep work activity which has low risk to end-users of Public Safety Mission Critical applications.</u>	<u>Minimum 2 days</u>	<u>No</u>	<u>FYI as needed.</u>
<u>Scheduled</u>	<u>Potential-Service Affecting</u>	<u>Any activity that may impact end-user access to Public Safety Mission Critical applications.</u>	<u>Minimum 5 days</u>	<u>Yes</u>	<u>Notify all End-Users and Support Management</u>
<u>Scheduled</u>	<u>Service Affecting</u>	<u>Includes any activity which will result in the loss or degradation of accessibility to end-users of one or more Public Safety Mission Critical applications.</u>	<u>Minimum 10 days</u>	<u>Yes</u>	<u>Obtain written or e-mail approval from Management.</u> Provide Written Notification to all affected End-Users. Obtain Written Approval of all affected End-Users.
<u>Scheduled</u>	<u>Outage Required</u>	<u>Any work which will necessitate a total outage of one or more of the Public Safety Mission Critical applications or the Public Safety Wide Area Network, or any extremely high risk activity which may inadvertently cause an outage.</u>	<u>Minimum 10 days</u>	<u>Yes</u>	<u>Obtain written or e-mail approval from Management.</u> Provide Written Notification to all affected End-Users. <u>Obtain Written Approval of all affected End-Users.</u>
<u>Emergency</u>	<u>Service Affecting or Outage Required</u>	<u>The unscheduled outage of one or more Public Safety Mission Critical applications or the Public Safety Wide Area Network.</u>	<u>None</u>	<u>No</u>	<u>Requires immediate management and End-User notification and a debriefing meeting once the problem has been resolved.</u>

## **End-User Notification**

Not less than ten (10) business days prior to an approved CMR project affecting the Regional Public Safety Intranet, the SHERIFF CTD project manager must notify all end-user management by e-mail of the pending activity with all CMR and MOP documentation attached. The e-mail should summarize the attached documentation but must include:

- A list of all affected end-users.
- A generic statement of nature of upgrade or maintenance procedure and the operational need to make the change.
- The Maintenance Window, date and time the work will be performed including the projected end time
- A generic impact statement that identifies the nature of the work being performed; the impact of the work on the end-user while the work is performed and the effect of the work on the restored system or application
- Telephone numbers of project managers and key staff involved in the activity

## **Approval Authority**

Any and all activities being performed must be supported by an approved CMR document.

**Public Safety Communications  
Communications Technology Division**

**Change Request Form**

**Note** Complete and submit to the Communications Technology Division at [Change\\_Management@sheriff.org](mailto:Change_Management@sheriff.org) All Change Requests submitted prior to Wednesday are reviewed during the Thursday morning conference calls and either approved or returned for modifications. Please allow a minimum of ten (10) business days from the date of approval for your Maintenance Window to be scheduled Any work performed on the Public Safety Communications Network, its supporting infrastructure, or the application servers must be documented and approved in a CMR.

<b><u>Today's Date and Time.</u></b>	
<b><u>Requestor Name.</u></b>	
<b><u>Requestor Company Name or Agency:</u></b>	
<b><u>Requestor E-Mail.</u></b>	
<b><u>Requestor Phone Number:</u></b>	<b>Office</b>
	<b>Mobile</b>
<b>Briefly describe the Work to Be Performed</b>	
<b>Identify End-Users &amp; sites impacted by the work to be performed</b>	

<p><b>What is the expected and desired end result of the Work to be Performed?</b></p>		
<p><b>Identify any loss or degradation of functionality and the impact on end-users during the Maintenance Window</b></p>		
<p><b>Identify your On-Site Contact during the scheduled Maintenance Window</b></p>	<p><u><b>Name &amp; Contact Number:</b></u></p>	
<p><b>Requested Maintenance Window for Work to be Performed</b></p>	<p><u><b>Start Date &amp; Time.</b></u></p>	
	<p><u><b>Stop Date &amp; Time.</b></u></p>	
<p><b>Approved Maintenance Window for Work to be Performed</b></p>	<p><u><b>Start Date &amp; Time.</b></u></p>	
	<p><u><b>Stop Date &amp; Time:</b></u></p>	
<p><b>Maintenance Window Approved By</b></p>		<p><b>Date</b></p>
<p><b>Assigned MOP Tracking Number</b></p>		

**Method of Procedure – for Primary Contractor or Service Provider**

**Note** An MOP must be completed for each Contractor or Service Provider working on a specific project. Use electronic attachments as needed

<b>Company or Agency Name:</b>	
<b>Project Manager Name.</b>	
<b>Project Manager Office Phone Number</b>	
<b>Project Manager Mobile Phone Number</b>	
<b>Project Manager E-Mail:</b>	
<b><u>Detailed Project Description</u></b>	
<b>Specify each step in the MOP Work Process Attach additional pages or any supporting documents as needed.</b>	
<b>Describe back-out and restoration plans if stated project goals are not achieved within the allotted Maintenance Window</b>	

<b>CTD to complete Items 1 through 10 Below</b>	
<b>(1) CTD Contact for Project:</b>	<b>(2) Name:</b>
	<b>(3) Mobile Phone Number</b>
	<b>(4) E-Mail</b>
<b>(5) MOP Type</b>	<b>(6) FYI – Non-Service Affecting</b> <input type="checkbox"/>
	<b>(7) Scheduled – Potential Service Affecting</b> <input type="checkbox"/>
	<b>(8) Scheduled – Service Affecting</b> <input type="checkbox"/>
	<b>(9) Scheduled – Outage Required</b> <input type="checkbox"/>
	<b>(10) Emergency</b> <input type="checkbox"/>
<b>Reviewer Comments:</b>	
<b>Method of Procedure Approved By</b>	<b>Date Approved</b>

**EXHIBIT "E"**  
**Project Charter**

**PROJECT CHARTER**

1. General Project Information			
Project Name:			
Department/Agency Sponsor:			
<ul style="list-style-type: none"> <li><i>What department is the primary proponent of this project? (Enter one.)</i></li> </ul>			
<ul style="list-style-type: none"> <li>Who, within that department, is the Project Sponsor?</li> </ul>			
<ul style="list-style-type: none"> <li>Is this a Regional Project, i.e. does it have significant impact on regional applications or resources (Y/N)?</li> </ul>			
Department Co-Sponsor:			
Department/Agency Project Rank:			
If this project is mandated or is required for continued business operation:	Mandated by whom?		
	Impact of not meeting mandate?		
Document History			
Version	Date	Author	Reason for Change
*	*	*	*

2. Stakeholders				
	Name	Department	Telephone	E-mail
Project Manager:				
Tech Lead:				
Agency Lead:				
<b>Others</b> (those with a significant interest in this project):				



## 2. Stakeholders

	<i>Name</i>	<i>Department</i>	<i>Telephone</i>	<i>E-mail</i>

## 3. Vendor Contacts

<i>Name</i>	<i>Company / Role</i>	<i>Telephone</i>	<i>E-mail</i>

## 4. Project / Service Description

<b>Project Purpose / Business Justification</b>
<b>Objectives</b>
<b>Deliverables</b>
<b>Clear Statement of What This Project Will <u>Not</u> Include</b>
<b>Project Success</b>
<b>Project Milestones</b>
<b>Major Known Risks (including significant Assumptions)</b>
Risk Rating (Hi, Med, Lo):
List the most significant risks to the project:
1.
<b>Constraints</b>

#### 4. Project / Service Description

**External Dependencies**

**Project Strategy**

#### 5. Financial / Resources Information

**Funding Source** *Select one of the following: Operating Budget, Capital Budget, Grant, Other. (If Other, please provide a description)*

**Estimate of Implementation Cost**

Implementation Cost: \$

**Estimate time required of Multi-Department Staff** (Add rows as needed)

Role	Hours needed

**Estimate time required of other Organization Staff** (Add rows as needed)

Role	Hours needed

#### 6. Estimated Total Cost of Ownership (TCO) 5-Year

*In the Calendar/Fiscal Year column, change years as appropriate.*

*In the Capital and Operational columns, click on each entry once to select the full field (0.00) completely before entering the dollar figure.*

*In the Totals row, total the dollar figure in each column by placing the cursor on dollar figure field, clicking once to select it, then clicking the right mouse button and selecting Update Field.*

Calendar Year (1, 2, 3) or Fiscal Year (2004-5, 2005-6)	Capital (\$U.S.)	Operational (\$U.S.)
2007-8	0.00	0.00

2008-9	0.00	0.00
2009-10	0.00	0.00
20010-11	0.00	0.00
20011-12	0.00	0.00
<b>Totals</b>	<b>0.00</b>	<b>0.00</b>

7. Sourcing Strategy			Acquisition Strategy		
Place an X in the appropriate adjacent box:			Place an X in the appropriate adjacent box:		
Organization-Managed and Hosted			Sole-Source / Amend Contract		
Vendor-Managed and Hosted			RFP / Competitive Bid		
Organization-Managed, Vendor-Hosted			In-House / Custom-Develop		
Vendor-Managed, Organization-Hosted			Other:		

8. Types of Vendor Assistance					
Place an X in the appropriate adjacent box:					
Turnkey Solution			Supplemental Staffing (Time/Materials)		
Vendor-Assisted (Fixed Price)			Hardware / Software		
Other:			None / Not Applicable		

9. Sign-off				
	Name	Title	Signature	Date (MM/DD/YYYY)
Business Sponsor				
Project Manager				
Customer A				
Customer B				
Customer C				
Customer D				

## 10. List of Addenda

*List all files supplemental to this Charter here.*

Document Name	Filename and Location

## 11. Notes / Comments

--

**EXHIBIT "F" – ATTACHMENT 1**  
**Service Level Agreements**  
**Terms and Conditions**

**INTRODUCTION**

This purpose of this Service Level Agreement (SLA) is to clarify the mutual expectations of the CITY and the SHERIFF. Changes in software and hardware architecture make it imperative that all members understand their mutual responsibilities.

**1.0 MAINTENANCE SERVICE AND SUPPORT**

1.1 Maintenance Service and Support being provided are based on the Severity Levels as defined below. Each Severity Level defines the actions that will be taken by SHERIFF for Response Time (MTTR), Resolution Time, and Resolution Procedure for reported errors. Response Times for Severity Levels 1 and 2 are based upon voice contact by CITY, as opposed to written contact by e-mail, facsimile or letter. Should delays by CITY prevent scheduling of downtime to resolve an issue, SHERIFF will not be held responsible for Resolution time frames listed below.

SEVERITY LEVEL	DEFINITION	MTTR (Mean Time To Respond)	TARGET RESOLUTION
1	Failure/Outage occurs when the system is not functioning which prohibits continuance of mission critical operations.	≤30 minutes of initial voice notification*	Resolve within 24 hours of initial notification*
2	Failure occurs when an element in the system is not functioning that does not prohibit continuance of normal daily operations.	≤ 24 business hours of initial voice notification.*	Resolve within 5 standard business days of initial notification*
3	An Inconvenience occurs when software or hardware causes a minor disruption in the way tasks are performed but does not stop workflow.	≤48 business hours of initial notification	Resolution determined on a case by case basis.

\*Does not apply to "READ-ONLY" CAD Systems

1.2 The CITY System Administrator shall conduct a preliminary error review to verify a problem, determine if such is the direct result of a defect in Hardware, Software, or other and the direct conditions under which the problem occurred, identify the applicable urgency rating scale by which errors, problems, and other issues are scheduled ("Severity Level"), and ascertain that errors are not due to an external system, data link between systems, or network administration issue prior to contacting SHERIFF.

1.3 CITY shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the Severity Levels defined above. Severity Level 1 or 2 problems should be reported verbally to the SHERIFF by CITY representative or System Administrator.

SHERIFF will notify the CITY if SHERIFF makes any changes in Severity Level (upgrade or downgrade) of any CITY-reported problem.

1.4 SHERIFF shall provide telephone support for maintenance issues 24 hours per day, 7 days a week (24 x 7).

1.5 All requests for support for the products specified in this Exhibit will be logged with the SHERIFF Customer Support Center ("CSC") via telephone at 1-800-765-4321 or email at [bsosupport@magic.com](mailto:bsosupport@magic.com).

1.6 SHERIFF will provide CITY with a resolution within the appropriate Resolution Time and in accordance with the assigned error Severity Level when SHERIFF diagnostics indicate that the error is present. Additionally, SHERIFF will verify: (a) the Hardware and Software operates in conformity to the System Specifications, (b) the Hardware and Software is being used in a manner for which it was intended or designed, and (c) that the Hardware and Software is being used only with SHERIFF approved Hardware or Software. Resolution Time period shall not begin to run until such time as the verification procedures occur. SHERIFF will continue to provide service support under this Inner Local Agreement until final resolution is determined.

1.7 Should SHERIFF determine that it is unable to correct such reported error within the specified Resolution Time, SHERIFF will upgrade and escalate its procedure and assign such personnel or designee to correct such error. This will include automatic problem call escalation to appropriate levels of SHERIFF Management.

1.8 Any and all Maintenance Service provided for herein shall be warranted under the following terms and conditions:

- a) Third party hardware, software, and any other related supplies shall conform to any and all applicable industry approved technical, functional, and performance specifications;
- b) The System is free of modifications and alterations which have not been pre-approved by SHERIFF
- c) The System is free of any evidence of negligence, misuse and/or abuse, intentional or otherwise.

1.9 Unless otherwise specified herein, any and all suspected errors will be investigated and corrected at SHERIFF Facilities. SHERIFF shall decide whether on-site correction of any Hardware and Software error is required.

1.10 Any third party equipment supplied by SHERIFF shall be guaranteed by the manufacturer's warranty for that equipment.

## **2.0 RECORD -KEEPING AND REPORTING RESPONSIBILITIES**

2.1 SHERIFF will provide verbal and written status reports on Severity Level 1 troubles. Written status reports on outstanding errors will be provided to CITY System Administrator on a monthly basis upon request.

2.2 SHERIFF shall provide annual account reviews to include: a) service history of site, b) downtime analysis; and c) service trend analysis.

2.3 SHERIFF will prepare the following reports (for PremierCAD software only), to include.

- |                                                                                                                                                                                                                                         |                                                             |                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) System Analysis                                                                                                                                                                                                                      | MEASURE.<br>PEEK.<br>VIEWSYS:<br>EMSA/TMDS:<br>File Sizing: | Evaluate disk and CPU load<br>Evaluate memory availability and use<br>Evaluate use and availability of PCBs<br>Review logs for hardware reports<br>Review file sizing on changeable files |
| b) Pathway Analysis<br>load.                                                                                                                                                                                                            |                                                             | Evaluate effectiveness of system configuration for current<br><br>Evaluate TCP/Server statistics.<br>Evaluate efficiency of server class maximum and minimum<br>settings.                 |
| c) Performance Analysis                                                                                                                                                                                                                 |                                                             | TMX Timings: Evaluate application response times                                                                                                                                          |
| d) Printrak Technical Support Analyst. Based on the Annual System Performance Review and Reports, the Printrak Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations. |                                                             |                                                                                                                                                                                           |

### **3.0 MISCELLANEOUS**

3.1 When SHERIFF performs service at the System location, CITY agrees to provide SHERIFF, at no charge, a non-hazardous environment for work with shelter, heat, light, and power and with full and free access to the System.

3.2 CITY will provide all information pertaining to the CITY owned hardware and software elements of any equipment with which the System is interfacing that enable SHERIFF to perform its obligations under this Service Agreement.

3.3 It is not required that parts furnished by SHERIFF be newly manufactured SHERIFF warrants such parts to be equivalent to new in performance. Parts replaced in the course of repair shall, at the close of maintenance, become SHERIFF's property

3.3 CITY will provide a qualified System Administrator for the Printrak System Portion to perform all functions as defined in Printrak's Systems Administrator's guide which has been provided to the CITY under separate cover

3.4 Upon the expiration or earlier termination of this Agreement, CITY and SHERIFF shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including any and all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include. (a) Proprietary materials and information regarding technical plans; (b) any and all other information, whether in a softcopy or hardcopy medium, including but not limited to data, developments, trade secrets and improvements that is disclosed in any form by SHERIFF to CITY, (c) all GIS, address, telephone, or like records and data provided by CITY to SHERIFF that is required by law to be held confidential.

3.5 This Service Level Agreement does not grant directly, by implication, or otherwise, any ownership right or license under any patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the products sold or Services performed under this Service Level Agreement.

### **4.0 SOFTWARE UPDATES**

SHERIFF shall provide software updates as defined below:

4.1 Supplemental Release is defined as a minor release that contains primarily error corrections to an existing Standard Release. It may also contain limited improvements that do not affect the overall structure of the Software. Supplemental Releases can be installed remotely. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3"

4.2 Standard Release is defined as a major release of Software that contains product enhancements and improvements such as new databases, modifications to databases, new server/requesters, etc., and may involve file and database conversions, System configuration changes, hardware changes, additional training, modifications of Software license terms, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3"

4.3 Product Release is defined as a major release of Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3"

4.4 The CITY will not be required to pay any additional license fees for SHERIFF provided Software Releases.

4.5 At CITY's request, SHERIFF will provide a current list of compatible hardware operating system releases. A list of Software Supplemental or Standard Releases will also be made available at no charge to CITY

4.6 CITY must maintain all hardware and software connected to the SHERIFF's network to the latest compatible revisions.

## **5.0 ADDITIONS AND CHANGES**

5.1 The CITY may request an enhancement to System functionality. Enhancement requests are submitted to SHERIFF Communications Technology Division (BSO CTD) for review. If BSO CTD accepts the enhancement request, request will be referred to the Program Management Team for possible inclusion in a future project. SHERIFF CTD will provide a response to the enhancement request within ninety (90) standard business days upon written receipt of initial request. If accepted, a proposed Project Plan will be furnished with any applicable enhancement fee. The CITY may choose to pay for an enhancement request that has been accepted by Program Management but is not viewed as a high enough priority to include in a release.

## **6.0 ACCESS**

6.1 The CITY agrees to maintain any and all electrical and physical environments in accordance with System manufacturer's specifications.

6.2 The CITY agrees to ensure System accessibility, which includes physical access to building as well as remote access. Remote access is required and will not be substituted with on-site visits if access is not allowed or available.

## **7.0 EXCLUSIONS**



**7.1 Maintenance Service and Support not listed in this SLA are excluded, and SHERIFF shall not be liable under this Agreement for such services. Exclusions consist of, but are not limited to:**

- a) Any service work required due to incorrect or faulty operational conditions, including but not limited to equipment not connected directly to an electric surge protector, equipment used in a non-office environment, and equipment not properly maintained in accordance with guidelines set forth in the manufacturer's User's Guide,**
- b) The repair or replacement of parts resulting from failure of the CITY's facilities or CITY's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by SHERIFF's representatives;**
- c) The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids;**
- d) The repair or replacement of any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium;**
- e) Accessories; custom or Special Products; office furniture which includes chair(s) and workstation(s); modified units; or modified software;**
- f) The repair or replacement of parts resulting from the tampering by persons unauthorized by SHERIFF or the failure of the System due to extraordinary uses;**
- g) Operation and/or functionality of CITY's personal property, equipment, and/or peripherals and any non-SHERIFF provided application software including service of any accessory, attachment, or component owned by CITY, whether or not installed by SHERIFF,**
- h) Removal, relocation, and/or reinstallation of System or any component thereof;**
- i) Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.**
- j) Operational supplies including, but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes, any supplies in addition to that delivered with the System, and battery replacement for uninterruptible power supply (UPS).**
- k) Unauthorized installation of any Software or Hardware modifying Printrak Software and/or the System.**

**7.2 CITY shall be responsible for payment of any desired service and support not included within the scope of this SLA and such service or support shall be performed at the rates set forth below**

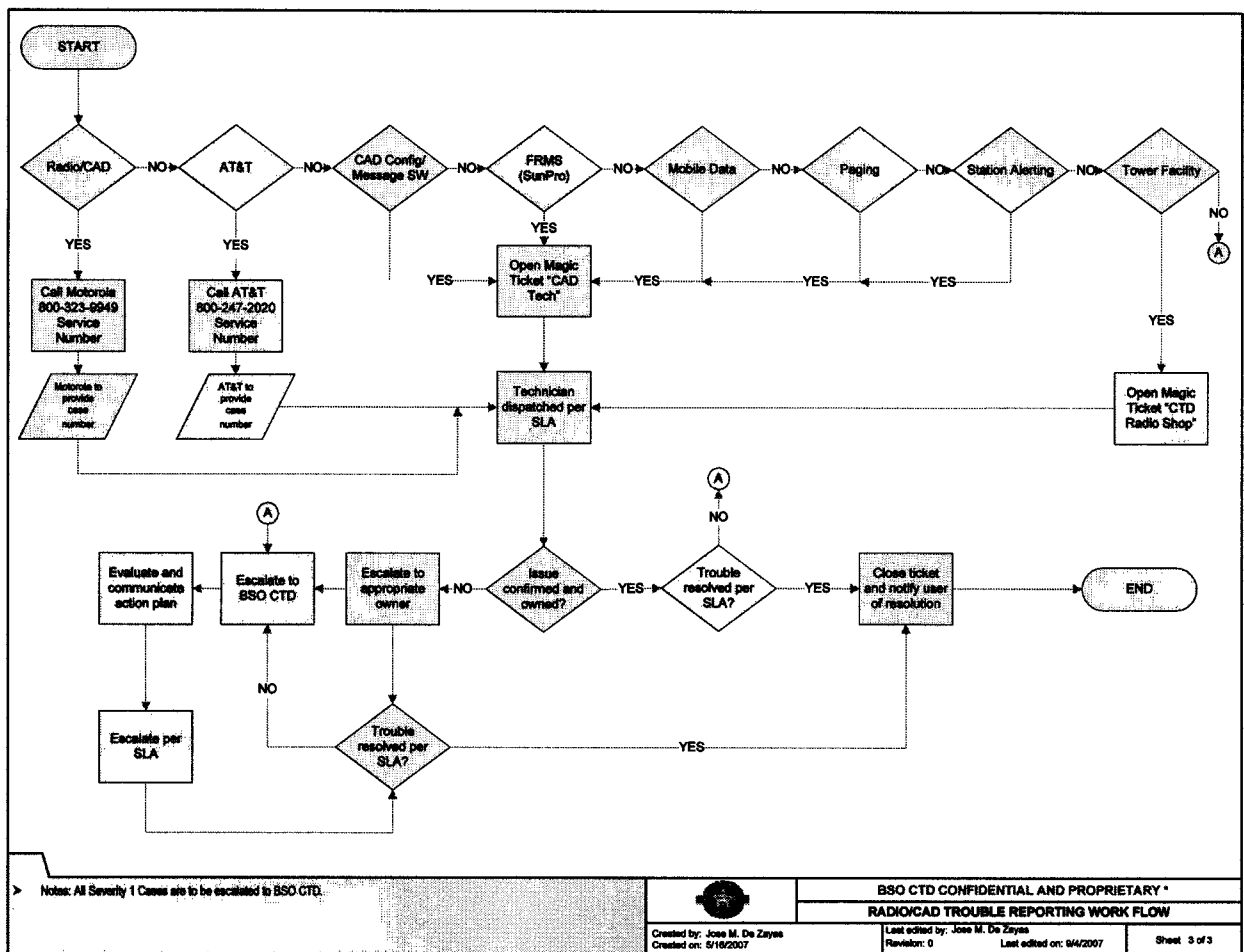
**Billable rates are subject to a two (2) hour minimum:**

<b>\$100 per hour</b>	<b>8 a.m. – 5 p.m. (local time) Monday – Friday</b>
<b>\$150 per hour</b>	<b>After 5 p.m. Monday – Friday, and all day on Saturday, Sunday and SHERIFF established holidays</b>
<b>Travel Expense</b>	<b>In addition to the above hourly labor rates, all other actual travel related expenses may be charged to CITY</b>

## LIST OF HARDWARE and SOFTWARE

The following lists the System hardware and software items under the ILA coverage/control of SHERIFF's area of responsibility

### **EXHIBIT "F" – ATTACHMENT 2** **Service Level Agreements** **Trouble Ticket Workflow**



**EXHIBIT "G"**

**Trunked Radio System**  
**Standard Operating Procedures**

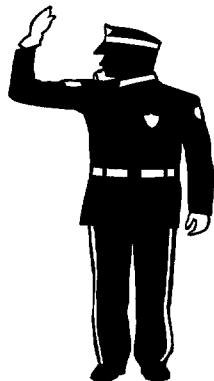
**Regional Public Safety**

**Communications –**

**Radio Sub-Committee**

**Standard Operating Procedures**

**For the Broward County Public Safety Intranet**



**RPSCC RADIO SUB-COMMITTEE**  
**STANDARD OPERATING PROCEDURES**  
**FOR THE BROWARD COUNTY**  
**PUBLIC SAFETY INTRANET**  
**TABLE OF CONTENTS**

<b><u>SOP #</u></b>	<b><u>PROCEDURE TITLE</u></b>
<b>1 1</b>	<b>Fleetmap Standards</b>
<b>1.2</b>	<b>Talk Group &amp; Radio User Priority</b>
<b>1.3</b>	<b>Telephone Interconnect</b>
<b>1.4</b>	<b>Private Call</b>
<b>1.5</b>	<b>Radio Aliases</b>
<b>1.6</b>	<b>Radio Model and Features</b>
<b>1 7</b>	<b>Radio Auxiliary Equipment</b>
<b>1.8</b>	<b>Talk Group Names</b>
<b>1.9</b>	<b>Shared Use of Talk Groups</b>
<b>1 10</b>	<b>Scanning Talk Groups</b>
<b>1 11</b>	<b>Emergency Button</b>
<b>1 12</b>	<b>Encryption</b>
<b>1 13</b>	<b>Definitions &amp; Acronyms</b>
<b>1 14</b>	<b>Console Naming</b>

## STANDARD OPERATING PROCEDURES (SOP)

### 800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section	1 1	RPSCC Radio Sub-Committee
Sub-Section.		Approved Date. 08/02/07
Procedure Title	<b>Fleetmap Standards</b>	
Date Established	12/15/06	
Replaces Documents Dated:	N/A	
Date Revised.	N/A	

#### 1 **Purpose or Objective:**

The 800 MHz system will contain a large number of talk groups & multigroups to support the various agencies that will be subscribing to the system.

The System has multiple administrating agencies that will be responsible for maintaining the Fleetmaps and system programming for the agencies for which they are responsible

Talk groups must be configured identically by name in the SmartZone Manager Terminal database, Radio Consoles and the Subscriber Radio. The minimum characters are six (6) and maximum is 14 The Talk Group number of characters will need to be based upon the individual agency's subscriber radio model types used within their fleet.

For the effective management of the system a defined process needs to be used to document the Fleetmap information that each agency is supporting. This information needs to be in a format that is shared with the other administrators.

#### 2. **Technical Background.**

- **Capabilities.**

The Fleetmap is parameter information programmed into the system infrastructure and into the subscriber radios to control how the radios will behave on the 800 MHz system

The Fleetmap itself contains the following information:

<b>Fleetmap Information</b>	<b>Definition</b>
Talkgroup	Name of the talkgroup & multigroup as it is programmed into the system
Talkgroup ID	Numerical ID of the talkgroup & multigroup
Owner	The actual "owning" agency of the talkgroup
Description	General description of the talkgroup & multigroup
Multigroup	If the talkgroup is part of a multigroup, this will identify the multigroup
Priority	Priority level of the talkgroup
Admin Agency	The agency that is responsible for the system administration for this talkgroup
Site # access	Will be a listing of the RF sites individually, and if the talkgroup is authorized
Media Access	If media access is permitted for this talkgroup
Global Sharing	The predefined global sharing authorizations

User Groups = The subscriber groups using the talk groups, this becomes a matrix for programming

The Fleetmap spreadsheet will become a documented matrix of the talk groups in the system and the subscriber groups that are using / sharing these talk groups.

### **3. Operational Context:**

The System Managers will be responsible for managing the Fleetmap information of the users they are representing. This information is also shared with the other system managers; the ID information also must be kept.

### **4. Recommended Protocol/Standard:**

The detailed matrix will be maintained on the system database. An example of the matrix layout is shown in this manual ***Need to develop the matrix layout.***

Each System Manager will maintain a master Fleetmap spreadsheet containing data on the subscribers for whom they are responsible.

### **5. Recommended Procedures.**

As individual System Managers make updates and changes to their spreadsheets, the spreadsheet will be e-mailed to the Broward County Sheriff's Office Communications Technology Division Radio

Communications Manager, the Administrator (for future reference this person will be referred to as the "Primary Administrator") of the system. This will allow the Primary Administrator to update the master spreadsheet information easily and provide the information to the other System Managers for reference and integrity of the Fleetmap planning process.

Talk groups that are shared between subscribers of different administrating agencies will be reflected on all the spreadsheets having subscribers using these talk groups. The portion of the System Manager's spreadsheet containing data on talk group ownership will be considered the master reference for the Talk group

The disclosure of the Fleetmap configuration information including Talk Group IDs, user IDs, user privileges and other related system information would substantially jeopardize the security of the system from tampering, sabotage, unauthorized use, jamming, hacking, unauthorized access to the contents of confidential voice and data communications, etc. Therefore, the master Fleetmap spreadsheets shall be classified as "Security Information" and "Non-Public Data." The System Managers may choose to disclose some or all of their own information to their users; however, they shall not disclose other Agencies' information without prior approval from the responsible System Manager

**6. Management:**

The System Managers Group will manage the Fleetmap information and the details of the process for communicating the information

## Standard Operating Procedures (SOP)

### 800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section	1.2	RPSCC Radio Sub-Committee
Sub-Section.		Approved Date. 08/02/07
Procedure Title.	<b>Talk Group &amp; Radio User Priority</b>	
Date Established	12/15/06	
Replaces Document Dated:	N/A	
Date Revised.	N/A	

#### 1 **Purpose or Objective:**

The purpose of establishing varying priority levels for talk groups is to assure the most critical talk groups on the system are granted a channel as quickly as possible when the system is experiencing busy conditions.

#### 2. **Technical Background:**

##### ▪ **Capabilities**

The system priorities can be managed at the user level and at the Talk Group level

##### ▪ **Constraints**

All User Priorities will be set at 10, as radio users change talk groups, their effective priority will be set by the Talk Group that they are on.

#### 3. **Operational Context:**

Priority levels in the system will be managed at the Talk Group level. The goal is to distribute priorities across the systems talk groups in a way that maximizes the ability for critical groups to communicate and minimizes the number of talk groups with high priority. All User Priorities will be set to the lowest priority level, 10.

#### 4. **Recommended Protocol/Standard.**

The Talk Group owner, or the applicable subsystem owner, shall assign Talk Group priority levels not exceeding the level defined by the criteria below. Talk Group priorities that are assigned to level five or above are subject to the review and audit of the RPSCC Radio Sub-Committee.



**Priority 1 Definition – EMERGENCY.** Only Emergency Alert calls, i.e emergency button pressed, will be given the Priority 1 status. Definition of an EMERGENCY means when a public safety radio subscriber encounters a life-threatening situation and needs help by activating their emergency button which then activates their designated dispatcher's radio console with an emergency alert.

**Priority 2 Definition – Unassigned**

**Priority 3 Definition – Unassigned.**

**Priority 4 Definition – Public Safety Talk Groups**

**Priority 5 Definition – Low Priority Public Safety Talk Groups**

**Priority 6 Definition – Unassigned**

**Priority 7 Definition – Local Government Essential**

**Priority 8 Definition – Unassigned**

**Priority 9 Definition – Local Government Non-Essential**

**Priority 10 Definition – PRIVATE & INTERCONNECT CALLS.** Will be used for Telephone Interconnect Calls, Private Calls as defined by direct point-to-point or radio-to-radio communications that are not carried out within a talk group. This priority will also be used for talk groups that are established for system testing.

**5. Recommended Procedures.**

N/A

**6. Management:**

The RPSCC Radio Sub-Committee is responsible for supervision and management of this procedure.

## STANDARD OPERATING PROCEDURE (SOP)

### 800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.3 Sub-Section.	RPSCC Radio Sub-Committee Approved Date. 08/02/07
Procedure Title: <b>Telephone Interconnect</b> Date Established: 12/15/06 Replaces Document Dated: N/A Date Revised: N/A	

#### 1 **Purpose or Objective:**

To manage the use of interconnect on the system. Although this is a useful feature and needed by some users, it must be managed to an appropriate level to protect the primary radio communications purpose of the system.

#### 2. **Technical Background:**

##### ▪ **Capabilities**

Interconnect calls can be placed to individual users of the system, if they are configured for interconnect functionality. Interconnect calls can be placed to talk groups of the system, if the Talk Group is configured for interconnect functionality.

**Interconnect is intended to be a BACKUP functionality to cellular communications and used primarily on an emergency basis.**

##### ▪ **Constraints**

- An interconnect call will consume an RF channel for the duration of the call
- Interconnect calls are half duplex; only one end can talk at a time
- A type 1 portable cannot initiate an interconnect call.
- A type 2 portable can only place calls to numbers that are pre-programmed into the radio
- A type 3 portable can place an interconnect call by dialing the number directly
- The general public can easily monitor the interconnect calls and they are NOT private or protected in any way

- Interconnect shall NOT be utilized to conduct confidential business such as discussing case strategy with the State Attorney's Office.

**3. Operational Context:**

If a radio user has a need for interconnect, it shall be granted, but the resources impact needs to be carefully managed. Due to the risk of cutting off emergency / life safety communications, the duration of interconnect calls shall be set to a time limit of two (2) minutes. Only one channel within a radio system will be allowed the feature of Telephone Interconnect. The need to make a Telephone Interconnect call must be restricted to emergency and business related use. The City of Fort Lauderdale has two (2) channels available for the users that are allowed the Telephone Interconnect feature, however, they do not permit other agencies to utilize their Interconnect resources.

**4. Recommended Protocol/Standard:**

Interconnect usage shall only be programmed for the users of the system that have a need for the function, the primary purpose of the system is for radio communications, but there may be some users that may require a backup ability to cellular communications.

The priority level for interconnect calls is "10," this is defined under the priorities standards documents.

The interconnect equipment of the system will be configured to use the "overdial" method of operation, where the incoming calls come into a generic phone number, and then the interconnect ID of the radio is entered to complete the call. The Fort Lauderdale radio system does not support inbound interconnection

**5. Recommended Procedures.**

The System Managers need to define and manage the interconnect properties of the RF subsystem(s) that they are responsible for. Each RF subsystem can be configured individually for the number of calls that they will be allowed to simultaneously carry

**6. Management:**

The System Managers shall be responsible for following this procedure and monitoring the effect and usage of this resource. If negative impact or excessive usage is determined, interconnect permission will be reconsidered and possibly revoked. Definition of "negative impact or

**excessive usage is defined as individuals who are reported for using this feature for non-emergency and/or non-business related matters.**

## STANDARD OPERATING PROCEDURE (SOP)

### 800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1 4	RPSCC Radio Sub-Committee
Sub-Section.	Approved Date 08/02/07
Procedure Title: <b>Private Call</b>	
Date Established 12/15/06	
Replaces Document Dated. N/A	
Date Revised N/A	

#### 1 **Purpose or Objective:**

To manage the use of private call on the system, although this is a useful feature and needed by some users, it must be managed to an appropriate level to protect the primary radio communications purpose of the system.

#### 2. **Technical Background:**

##### ▪ **Capabilities**

Private calls can be placed to individual users of the system, this communication is outside of the Talk Group communications, and is a private communication between two radio users. Console operators can place private calls to the radio users.

##### ▪ **Constraints**

- A private call will consume a RF channel for the duration of the conversation
- Private calls are half-duplex, only one end can talk at a time.
- A type 1 portable cannot initiate a private call.
- A type 2 portable can only place private calls to numbers that are pre-programmed into the radio
- A type 3 portable can place a private call by dialing the number directly
- Private calls are not recorded
- For the duration that a radio user is involved in a private call, the user will not be involved in dispatch / Talk Group communications.
- The system is not able to restrict the usage of private call on the system, unlike interconnect calls, which can be managed

#### 3. **Operational Context:**

The private call resource should primarily be used as a supervisory function, if there is a business need for a radio user to have this ability, it should be granted, but the resource overall needs to be managed to protect the RF resources of the system. This is also a function that dispatch consoles overall would be capable of. Due to the risk of cutting off emergency / life safety communications, the duration of Private Calls must be set to a time limit of two (2) minutes. The number of channels that allow the feature of Private Call will be determined by the individual System Manager. The need to make a Private Call must be restricted to emergency and business related use. Radio users of the Private Call feature must understand that when this feature is being used, they cannot hear a Dispatcher call.

**4. Recommended Protocol/Standard:**

Private call usage will only be programmed for the users of the system that have a need for the function. The primary purpose of the system is for radio communications. Site access for private call is managed in the "Sites Profile Group" that the radio user belongs to.

**5. Recommended Procedures.**

System Managers shall work with the user groups they are responsible for to plan the appropriate private call programming requirements for those users, in order to protect the RF resources of the system.

**6. Management:**

The System Managers shall be responsible for following this procedure and monitoring the effect and usage of this resource. If negative impact or excessive usage is determined, private call permission will be reconsidered and possibly revoked. Definition of "negative impact or excessive usage" is defined as individuals who are reported for using this feature for emergency and/or non-business related matters.

Because of the number of agencies using the system the prefix would be a minimum of two alphanumeric characters in length in order to avoid contention between agencies.

Regional Operating Agencies and all agencies within the County of Broward would have naming prefixes of at least two digits that would stand alone. Counties would be pre-named with a two digit mnemonic, and the Cities and Agencies of the Counties would be included under the prefix of the County they are in.

Region 7 Operating Agencies and Broward County Region Agencies will have a naming prefix of at least two (2) letters that would describe their area. The naming standard only governs the first two characters; the characters following the first two are at the individual agency's discretion, for example, the agency may opt to internally use more than two characters for the internal identifications.

The following are suggestions for the body of the subscriber alias name. The body of the alias would contain an agency's identification for the individual or pool radio etc., possibly the radio user's call sign as an example. The alias could be suffixed with identification for the radio itself, such as a "-P" for portable for example to differentiate between a mobile & portable radio used by the same person. This would allow Dispatchers & System Managers to readily identify radio users and if the radio is a portable or a mobile.

Lost radios or radio IDs that are not associated with a radio user or console. A possibility for locating unused radios in the system that are lost, or not assigned to subscribers would be to temporarily prefix the radio serial number with a dash "-" at the time the radio is lost, or when the radio user is assigned to another radio. A report of these radios can be created by the SmartZone configuration reports tool and setting the radio selection criteria to "Radio Serial #," Start range -0, End range -999999.

A master list of Radio User Aliases will be created and maintained in the system. They will be readily accessible through the data terminal for all who have rights on that part of the system. As alias names are created and approved they will be placed on this master list so as to be available for all appropriate parties for operations and planning.

## REGIONAL SYSTEM NAMING PREFIXES

2-3 Character Prefix	Name of the Agency using the Prefix
BC	Broward County Local Government
BCP	NPSPAC Mutual Aid
BCSB	Broward County School Board
BSO	Broward Sheriff's Office Police and Fire Rescue
CC	Coconut Creek
CM	Communications – Joint Operations
CS	Coral Springs
DB	Deerfield Beach Fire Rescue
DN	Dania Beach Fire Rescue
FL	Fort Lauderdale
FSO	Motorola Field Service Operation (FSO)
HB	Hallandale
HBB	Hillsboro Beach
HW	Hollywood Police, Fire Rescue and Local Government
LH	Lauderhill
LP	Lighthouse Point
MED	Broward County MEDCOM
MG	Margate
MM	Miramar
OP	Oakland Park
PB	Pompano Beach Local Government
PB	Pompano Beach Fire Rescue
PL	Plantation
PP	Pembroke Pines
SEM	Seminole Tribe
SN	Sunrise
WM	Wilton Manors

**5. Recommended Procedures.**

N/A

**6. Management:**

The System Managers are responsible for seeing that the defined standard is followed and maintained.



## **STANDARD OPERATING PROCEDURES (SOP)**

### **800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures**

Document Section	1 6	RPSCC Radio Sub-Committee
Sub-Section		Approved Date: 08/02/07
Procedure Title.	<b>Radio Model and Features</b>	
Date Established	01/04/07	
Replaces Document Dated:	N/A	
Date Revised	N/A	

#### **1 Purpose or Objective:**

The purpose of this section is to set forth the recommended standards by which all 800 MHz radio users in the regional system will agree to purchase subscriber radios that are defined in this standard. This standard is to ensure that radios that are not in compliance do not affect the radio system. This document will be revised after the RPSCC approves the purchase and implementation of a new APCO P25 700 MHz radio system and the manufactured radio models have been identified to work with the P25 system.

#### **2. Technical Background:**

##### **▪ Constraints**

Radios must meet the recommended standards as set forth. These standards identify the proper radio to be used in conjunction with the required features and auxiliary equipment (to be described in Section 1.7). Each subscriber radio will be assigned its unique Radio ID number, Alias Name and programmed with a codeplug/template that has been approved by the user's upper level management.

#### **3. Operational Context:**

All radios are programmed with the required Talk Groups, Mutual Aid (Local and Statewide) and features to allow it to operate on the 800 MHz Trunked radio system. Codeplugs/templates are created by the individual agencies radio shop or their contracted vendor.

#### **4. Recommended Protocol/Standard:**

In order to meet these requirements the following information describes the minimum standards that must be considered when new radios are purchased. Radios of various manufacturers and models are capable of

operating on this network. The Network currently consists of a Motorola SmartZone 3600 Baud Control Channel infrastructure. It is recommended that mobiles and portables be capable of operation with SmartZone features to permit the automatic roaming between sites as the users move out of range of their home system. SmartNet radios can be utilized where there is no intention of providing the automatic roaming features. With an eye to the future, where P25 and 700 MHz may be introduced, it is recommended that the subscriber units with a life expectancy past 2009 be either upgradeable or be equipped to operate on 700 MHz using the P25 protocol. For Public Safety users it is strongly recommended that the current Motorola products be utilized. System Managers can advise on the appropriate features, functionality and options to purchase. As a minimum, all radios shall have the ability to be assigned a unique individual ID number for system access, have the ability to be inhibited by command from the System Management tools and have an adequate talkgroup/channel capacity to permit the Local, Regional and National Mutual Aid talkgroups and channels to be programmed along with local agency requirements. The radios shall be capable of operating both in conventional mode and Motorola Trunking modes. There are other Trunking protocols that are not compatible, and radios utilizing these protocols shall not be authorized. These protocols include, but may not be limited to, Privacy Plus, EDACS, LTR and TETRA.

Mobile Radios shall have their power set to the lowest possible value. The radio systems in Broward County are designed to work in-building with portable radios. Constraints are placed upon the acceptable mobile radio power levels that should be utilized by this in-building design and the close spacing of the frequencies utilized by the network. Excessive power can cause undesired interference to the other users on the network. Older model radios shall be set to the lowest power permitted by their design, typically the half-power point. Non-Public Safety mobiles shall utilize 1/4 wave antennas, not gain style antennas.

Any Public Safety user that desires to utilize a high power setting for a specific System's Talk Groups shall obtain permission from the System Managers. The radios shall be programmed to power up in the low power mode and require a positive action on the part of the user to increase the power level. There shall be policies and procedures written to address the use of high power only after communications are unsuccessful when using the low power setting, and when working outside the primary coverage area of the network. If wide area talkgroups are involved, the totality of the wide area coverage, and not that of a more restricted coverage system, shall determine if high power usage is appropriate.

<b>PORTABLE RADIO STANDARDS</b>							
<b>Model Description</b>	<b>XTS2500 Model I</b>	<b>XTS2500 Model II</b>	<b>XTS2500 Model III</b>	<b>XTS5000 Model 1</b>	<b>XTS5000 Model II</b>	<b>XTS5000 Model III</b>	<b>XTS1500 Model I</b>
Digital	O	O	O	O	O	O	O
SmartZone	O	O	O	O	O	O	O
Dual Mode 800/700 MHz capable	S	S	S	S	S	S	S
Project 25 9600 SW	O	O	O	O	O	O	O
RF Switch (764-806 MHz) (808-870 MHz)	S	S	S	S	S	S	S
Encryption Software	O	O	O	O	O	O	
Encryption Hardware	O	O	O	O	O	O	
Multi-Key (Required only if other System Talk Groups are programmed in the radio)	O	O	O	O	O	O	

<b>MOBILE RADIO STANDARDS</b>			
<b>Model Description</b>	<b>XTL1500</b>	<b>XTL2500</b>	<b>XTL5000</b>
Digital		O	O
Dual Mode 800/700 MHz capable	S	S	S
SmartZone		O	O
P25 9600 Software	O	O	O
ID Display		O	O
Encryption Software	O	O	O
Encryption Hardware		O	O
Multi Key (Required only if other System Talk Groups are programmed in the radio)		O	O
Remote Control Head		O	O

S = Standard Feature  
O = Optional Feature

**5. Recommended Procedures.**

N/A

**6. Management:**

**The System Managers are responsible for seeing that the defined standard is followed and maintained**

## STANDARD OPERATING PROCEDURES (SOP)

### 800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section 17	RPSCC Radio Sub-
Sub-Section:	Committee
Procedure Title. Radio Auxiliary Equipment	Approved Date. 08/02/07
Date Established: 01/04/07	
Replaces Document Dated N/A	
Date Revised N/A	

#### 1 **Purpose or Objective:**

The purpose of this section is to set forth the recommended standards by which all 800 MHz radio users in the regional system will agree to purchase subscriber radios auxiliary equipment that are defined in this standard. This standard is to ensure that radios that are not in compliance do not affect the radio system. These standards will be revised once the RPSCC has purchased and implemented a new APCO P25 700 MHz radio system and the radio model types have been identified to work with the P25 radio system.

#### 2. **Technical Background:**

##### ▪ **Constraints**

Radios must meet the recommended standards as set forth when auxiliary equipment is needed by the individual radio subscriber to perform their job. These standards identify the proper radio auxiliary equipment to be used in conjunction with the radio subscriber's model type.

#### 3. **Operational Context:**

All radios must meet these specific requirements for antennas and batteries when installed on a subscriber's radio. Failure to utilize the manufacturer's recommended standards for the radio auxiliary equipment may cause Law Enforcement and/or Fire Rescue field force personnel to experience static, interference or audio communication breakdown with their assigned Dispatchers. While it is recognized that it is desirable to utilize the accessories manufactured by the radio manufacturer, there are alternative after-market accessories that provide performance equivalent to the manufacturer's items, or functionality not available from the Original Equipment Manufacturer (OEM). The permissibility of these after-market items shall be determined by the System Manager after performing a

technical evaluation to insure a performance level equivalent to the OEM items.

#### **4. Recommended Protocol/Standard:**

In order to meet these requirements the following information describes the minimum standards that must be considered when new auxiliary radio equipment is purchased

**Antennas.** Radio antennas shall be either the OEM part or an equivalent as determined by the System Manager. No antenna shall be used that is not pre-approved. In no cases shall "cellular" or shortened stubby designs be permitted unless technical testing confirms that the radiated energy is within 1 dB of the OEM antenna radiation. Testing shall be performed under the direction of the System Manager, not the end user.

**Batteries:** The battery is the life-blood for the radio and can have a major impact on the radio performance over the course of a shift. It is encouraged that each Public Safety user will have a spare charged battery available. In car charges are an option, either the OEM version or the AdvanceTec model as appropriate for the radio model in use. These shall only be utilized to charge the spare battery. It is highly encouraged that OEM batteries be utilized as they have proven to present fewer quality and performance issues than many of the after-market products.

After-market batteries shall be evaluated prior to implementing their use. Testing shall include fit and finish, drop tests, vibration, cycle capacity, long-term capacity and self-discharge after the battery has been in use for six (6) months. Testing shall be on a representative sample of the after-market manufacturer's product.

**Speaker/Microphones:** Speaker/Microphones come in two basic styles; Public Safety – equipped with an antenna; Standard – usually equipped with a coiled cord and does not have antenna. The radio system coverage is predicated upon the use of a Public Safety microphone with the appropriate antenna installed on the microphone. Use of Standard speaker/microphones for users that ride in vehicles is discouraged due to the significant range reduction caused by having the antenna below the vehicle glass level and shielded by the vehicle's construction. They may be utilized by bicycle and motorcycle units with the understanding that when radio user is in a vehicle, the coverage may be significantly reduced.

Surveillance kits such as the two or three wire kits, and ComPorts also utilize the antenna mounted on the radio. The same in vehicle coverage issues apply to these units.

After-market microphones, surveillance kits, etc. require technical evaluation by the System Manager before they are promoted to the end users.

The following are the manufacturer's recommend standard specific to radio models MTS2000 (antennas only), XTS3000 and XTS5000 (batteries only) series.

**Antenna.**

- 806 – 870 MHz – ½" Wavelength Whip (MTS2000 only)
- 806 – 941 MHz – ¼" Wavelength Whip (MTS2000 only)

**Public Safety Microphone (Models MTS2000, XTS3000 and XTS5000)**

- Straight Cable 30 inches
- Straight Cable 24 inches
- Straight Cable 18 inches
- Command Shoulder Speaker (water-proof) microphone

**Batteries for Portable Radios (Models MTS2000, XTS3000 and XTS5000)**

- Nickel-Cadmium 7.5 volt Battery (MTS2000)
- Ultra-High Capacity Battery (MTS2000)
- High Capacity NiCD
- High Capacity NiCD FM
- High Capacity NiMH
- High Capacity NiMH FM
- High Capacity NiMH Rugged FM
- High Capacity Lithium Ion
- NiCAD (State approved)

**5. Recommended Procedures:**

All Antennas, Public Safety Shoulder Mics and Batteries must meet the specifications identified in this standard, protocol and procedures. It is strongly recommended that all after-market vendors work through the System Managers to present their products for evaluation before they contact the end users. End users shall refer all vendors to their System Manager before entertaining the use of an after-market product that connects to, attaches to, or otherwise involves the subscriber units and/or the radio system.

**6. Management:**

**The System Managers are responsible for seeing that the defined standard is followed and maintained.**



## **STANDARD OPERATING PROCEDURES (SOP)**

### **800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures**

Document Section: 1.8	RPSCC Radio Sub-Committee
Sub-Section.	Approved Date. 04/08/08
Procedure Title. <b>Talk Group Names</b>	
Date Established: 01/04/07	
Replaces Document Dated 08/02/07	
Date Revised 04/08/08	

#### **1 Purpose or Objective:**

The purpose of this section is to set forth the principals by which all radio users in the regional system will establish names for **Talk Groups (TG)** and to facilitate intuitive understanding of the TG name. The TG naming standard is also essential because, in keeping with the regional interoperability concept, some TG's will be shared by multiple agencies.

#### **2. Technical Background:**

All TG names programmed in the County's 800MHz Trunked Radio System must be unique and consistent from Zone Manager to subscriber. Due to the fact that the newer subscriber units will have a maximum of twelve (12) characters on their display, TG length will be limited to a maximum of twelve (12) characters. When possible, subscriber TG will be consistent with the console database and zone controller. Any subscriber with less than eight (8) characters display will be handled on a case by case basis.

#### **3. Operational Context:**

With the exception of the first four (4) characters (see Appendix A), the System Managers are technically free to choose any unique name they wish for TG's assigned within their partition (maximum of twelve (12) characters). The NPSPAC Mutual Aid conventional TG's are assigned a name that is known nationwide. When possible, subscriber TG will be consistent with the console database and zone controller. Any subscriber with less than eight (8) characters display will be handled on a case by case basis.

#### **4. Recommended Protocol/Standard:**

The first two characters of the TG alias identify the talk group governing entity/municipality (see Table 1). The third character identifies the

department/agency within the governing entity/municipality (see Table 2). The fourth character will have a dash (-) as a separator. The remaining available characters will be used to complete the talk group alias. It is important to note, depending on the subscriber type and/or model, character display may be smaller or larger. Subscriber units with displays smaller than twelve (12) characters will require condensing the TG name to fit within the display. Any subscriber displays that are under eight (8) characters will be handled, by the Radio System Administrator, on a case by case basis.

It is understood that there is currently a wide variety of subscribers out in the field. In addition to this, there are many agencies who still wish to continue to identify zone and channel assignments prior to the TG in the subscriber unit. Even though the concept that the TG's are to remain consistent from zone controller up to the subscriber is fully supported by BSO CTD, this may be too big of a challenge to overcome at this time. We have come to the understanding that if the agency wishes to continue to identify zone and channel assignment prior to the TG name in the subscriber, they have this ability if they can leave the TG name consistent, as it appears in the zone controller, as much as possible.

**5. Recommended Procedures.**

N/A

**6. Management:**

The System Managers are responsible for seeing that the defined standard is followed and maintained

## Appendix A

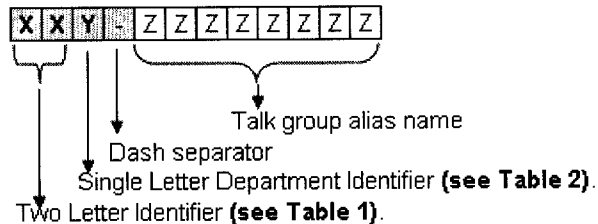
### Purpose:

The following is required in order to standardize and document talk group naming convention for the Broward County SmartZone 800Mhz Trunked Radio System.

### Description:

The first two characters of the talk group alias identifies the talk group governing entity/municipality. The third character identifies the department/agency within the governing entity/municipality. The fourth character will have a dash (-) as a separator. The remaining available characters will be used to complete the talk group alias. It is important to note, depending on the subscriber model, character display may be smaller or larger. Any subscriber displays that are under eight (8) characters will be handled, by the Radio System Administrator, on a case by case basis. See examples below.

#### Example 12 character display

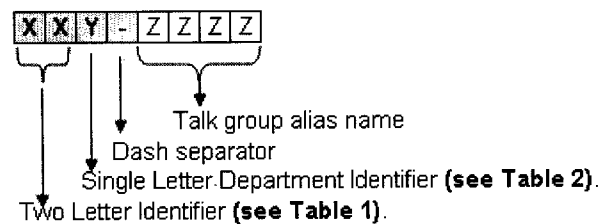


example: **B S O - D I S P - 4 A** = PSB/BSO dispatch channel "Disp4A"

example: **F L P - D I S T - 1** = FTL dispatch channel "Dist-1"

**Note: Depending on the subscriber model, character display may be smaller or larger. There is a max of twelve (12) characters allowed for talk group alias names.**

#### Example 8 character display



example: **B S O - D S P 4** = PSB/BSO dispatch channel "Disp4A"

example: **F L P - D S T 1** = FTL dispatch channel "Dist-1"

**Note: Depending on the subscriber model, character display may be smaller or larger. There is a max of twelve (12) characters allowed for talk group alias names.**

## Tables

<b>Table 1</b>	
BC	Broward County
BS	Broward Sheriff Office
CC	Cooper City
CK	Coconut Creek
CS	Coral Springs
DN	Dania
DR	Deerfield
DV	Davie
FL	Fort Lauderdale
HA	Hialeah, Miami Dade Cty.
HD	Hallandale
HW	Hollywood
LH	Lauderhill
LL	Lauderdale Lakes
LP	Lighthouse Point
LS	Lauderdale by the Sea
LZ	Lazy Lake
MC	City of Miami, Miami Dade Cty.
MB	Miami Beach, Miami Dade Cty.
MD	Miami-Dade County
MG	Margate
MM	Miramar
NL	North Lauderdale
OP	Oakland Park
PC	Palm Beach County
PB	Pompano Beach
PD	Parkland
PK	Pembroke Park
PL	Plantation
PP	Pembroke Pines
SF	State of Florida
SM	Seminole
SN	Sunrise
SR	Sea Ranch Lakes
SW	Southwest Ranches
TM	Tamarac
WM	Wilton Manors
WP	West Park
WS	Weston

<b>Table 2</b>	
<b>A</b>	<b>Airport</b>
B	FUTURE USE
<b>C</b>	<b>Communications</b>
D	FUTURE USE
<b>E</b>	<b>Port Everglades</b>
<b>F</b>	<b>Fire Rescue</b>
G	FUTURE USE
H	FUTURE USE
I	FUTURE USE
J	FUTURE USE
K	FUTURE USE
<b>L</b>	<b>Local Government</b>
<b>M</b>	<b>Mutual Aide</b>
N	FUTURE USE
<b>Q</b>	<b>Office*</b>
<b>P</b>	<b>Police</b>
Q	FUTURE USE
<b>R</b>	<b>Parks &amp; Rec</b>
<b>S</b>	<b>School</b>
T	FUTURE USE
U	FUTURE USE
V	FUTURE USE
W	FUTURE USE
X	FUTURE USE
Y	FUTURE USE
Z	FUTURE USE

**\* To be used only by Broward Sheriff's Office**

## STANDARD OPERATING PROCEDURES (SOP)

### 800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section	1.9	RPSCC Radio Sub-Committee
Sub-Section:		Approved Date: 08/02/07
Procedure Title	<b>Shared Use Of Talk Groups</b>	
Date Established	01/04/07	
Replaces Document Dated:	N/A	
Date Revised	N/A	

#### **1 Purpose or Objective:**

The intent of this standard is to provide an option to the users of the 800 MHz system, which will allow the talk group owners to "at their discretion" predefine sharing authorizations for other agencies.

#### **2. Operational Context:**

Talk Groups are considered to be "Owned" by the agency requesting the creation of the Talk Group, similar to the ownership that applies to conventional RF resources. As the owner of the Talk Group the owning agency has the authority and control to define who can and cannot use the Talk Group and to what "degree. Traditionally this process has been primarily accomplished with "letters of authorization."

The optional method to simplify this process is for the owning agency to predefine sharing authorization, as diagrammed in the table example below

The predefined authorizations would be kept in the Talk Group spreadsheet maintained by the System Managers. These spreadsheets would be shared between the System Managers, and would be a reference available for Talk Group planning. If an agency does not predefine sharing authorization for a particular talk group, the default will be a "P" as defined below

#### **3. Recommended Protocol/Standard:**

The use of the following codes, which are combined to define the intended pre-authorizations

P = Permission is required to gain authorization for use. A letter of permission must be generated from the System Manager of that

agency that wishes to use another agency's Talk Groups for their radio subscribers and/or their Dispatch consoles and this written request must be sent to the System Manager of the system that has ownership of those Talk Groups for their system.

- D = Defined agencies may share, to be defined in a separate letter  
The letter would outline specific purpose talk groups, i.e , only dispatch consoles, only neighboring cities, etc. The letter will be on file with the appropriate System Managers.
- L = Like agencies may share, "Fire, Medical, Law, Public Works, etc."
- A = All agencies.
- RX = Only authorized to receive
- TX = Authorized to transmit and receive.

#### 4. **Recommended Procedures:**

The System Managers, working with the user groups, would perform this task.

#### 5. **Management:**

The System Managers are responsible for the management of this procedure. The larger table is also used to layout the Fleetmap information as described in this manual in Section 11, Fleetmap Standards.

Talk Group	Owning Agency	Description	Adminlstrating Agency	Global Sharing Authorizations P = Permission letter required to gain authorization for use D = Defined Use – Letter required L = Like agencies may share "Fire, Medical, Law, Works" etc. A = All agencies RX = Are only authorized to receive TX = Are authorized to receive & transmit
Talk Group 1				D-TX
Talk Group 2				L-TX
Talk Group 3				A-TX
Talk Group 4				P-RX

Talk Group 5				P-TX
Talk Group 6				D-TX
Talk Group 7				L-TX
Talk Group 8				A-TX
Talk Group 9				P-RX
Talk Group 10				P-TX
Talk Group 11				D-TX
Talk Group 12				L-TX
Talk Group 13				A-RX
Talk Group 14				P-RX
Etc.				P-RX

The "RX" option shown in the table is an authorization that permits receive only use, although the radio would be technically capable of transmit (TX) operation on the talk group

## STANDARD OPERATING PROCEDURES (SOP)

### 800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1 10	RPSCC Radio Sub-Committee
Sub-Section.	Approved Date: 08/02/07
Procedure Title: <b>Scanning Talk Groups</b>	
Date Established: 01/04/07	
Replaces Document Dated: N/A	
Date Revised: N/A	

#### 1 **Purpose or Objective:**

This procedure is to identify operational procedures and responsible authorities governing Scanning activities as it relates to the Scan function in the individual subscriber radio.

#### 2. **Technical Background:**

##### ▪ **Capabilities**

The network infrastructure and subscriber units need to be configured to permit managed user Scanning of Talk Groups. Whether or not Scanning will be utilized in subscriber radios, it is at the option of the user agency. Users also need to be trained that merely including a Talk Group in a non-priority Scan list will not necessarily result in the user hearing traffic on that Talk Group. The Talk Group must also be "active" at the site where the user is affiliated. Talk Groups are active on a site if the Zone Controller is programmed to allow the Talk Group to appear on that site and there is at least one user affiliated at the site which has the Talk Group of interest as their selected channel.

##### ▪ **Constraints**

How the radio is programmed to handle wide area and local sub-system Talk Groups will determine priority Scan capabilities. If the local sub-system Talk Groups is not programmed to the same "system" in the radio, they cannot be included in the priority monitor Scan list. In this case, only Talk Group Scan can be implemented. Priority Scan requires System Infrastructure configuration in order to perform as expected. The Talk Groups that are deemed to be Priority Monitor Groups need to be configured as such by the System Managers. There are practical limitations on the overall number of Priority Monitor Groups that can be enabled due to the



amount of time required to distribute the list of active Talk Groups to the radios in real-time. Talk Group Scan does not provide a priority feature to direct the radio to the priority Talk Group. Talk Group Scan can scan Talk Groups from different systems (as defined in the radio internal programming) and conventional channels. It is strongly recommended that "talkback Scan" not be used. Talkback Scan would direct the user to transmit on the last active Talk Group the radio heard traffic on. This will cause confusion as the radio user will not know what Talk Group the radio will be transmitting on as it will constantly change based upon what the radio last received. Scan is not recommended for those users that must hear critical communications.

While Scanning will be available on the systems it will necessarily be limited and, therefore, not be as robust as in conventional radio systems.

### **3. Operational Context:**

The network infrastructure and subscriber units will be configured to balance the ability for users to achieve wide area coverage where necessary, and maintain an acceptable level of service for all users. The use of "Critical User" and "Critical Site" in the system for the purpose of non-priority Scanning is not permitted and Scanning between different sites will be accomplished by the use of "requested sites."

Before priority Scanning is allowed on an individual subscriber's radio, it must be pre-approved by the agency's management and/or command.

Additionally, priority Scanning of Talk Groups must be evaluated by the System Manager to make sure the radio system is not affected by the use of this feature.

### **4. Recommended Protocol/Standard:**

Limited Scanning/monitoring privileges may be pre approved by the affected Talk Group owners and System Managers.

Before Scanning of owned Talk Groups, permission must be granted. permission must come from.

- The System Managers of the sites that are being requested for the Talk Group
- The jurisdiction/agency who is the "owner" of the requested Talk Group

Mutual aid, special roaming and other shared Talk Groups may be Scanned at any time; however, "requested site" determinations will be made by the System Managers of the affected sites.

## **5. Recommended Procedures.**

### **Permission:**

If the Talk Group does not appear on the approved Scanning list, permission must be obtained in writing from the Talk Group owner and the System Manager of the non-home site or sites being "requested" if applicable.

### **Scanning Configuration:**

If trunked Scanning is desired, it is recommended that Scanning should normally be limited to owned trunked Talk Groups which are affiliated with their "always preferred site(s)"

It is further recommended that Scanning normally be disabled when the user leaves the system and switches their radio to a conventional (non-trunked) channel. However, if mixed mode Scanning (both trunked Talk Groups and conventional channel members) is required by some users, it is also recommended that this Scan type only be available when the radio is selected to a conventional channel. This is because mixed mode Scan does not provide priority reverts and the user will typically miss substantial portions of conversations on the selected channel. Talkback Scan is highly discouraged, as the user cannot control the Talk Group used to transmit. Can lists can be either programmed into the radio with no user access for changes, or the list can be made accessible for user modifications. It is preferred that the list is made user configurable to allow those users that can handle Scan to determine what they want to listen to and make changes "on the fly" as their requirements change.

### **Scanning of Non Home Site Talk Groups**

It is possible to monitor a non home Talk Group by configuring the system to request the desired non home Talk Group appears on your primary/home system or "always preferred site(s)" Doing so however, will consume a repeater channel on your primary/home system or "always preferred site(s)" and will carry the requested non-home Talk Group priority setting with it. Also, a call on the requested non-home Talk Group will not be delayed (busy queued) if the home system or "always preferred site(s)" does not have a channel available. This however may cause unacceptable conditions where the majority of users do not receive the call while the dispatcher or calling party has no indication that a large segment of their users did not receive the call. While this "requested site" is the recommended approach, it must be carefully controlled, monitored

and evaluated due to the potential to exhaust system resources. It must be approved by the affected System Managers.

**6. Management:**

The System Managers will be the final authority for controlling the Scan feature and Scanning issues. The agency's management and/or command will have the authority to approve/disapprove this feature for their users.

## STANDARD OPERATING PROCEDURES (SOP)

### 800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section	1 11	RPSCC Radio Sub-Committee
Sub-Section		Approved Date: 08/02/07
Procedure Title:	Emergency Button	
Date Established	01/04/07	
Replaces Document Dated	N/A	
Date Revised	N/A	

#### 1 Purpose or Objective:

There will be a large variety of users on the radio system with various Emergency Button needs. The various ways the emergency key can be configured will allow for flexibility of use, however, it is important to design the system in such a way that when an Emergency Button is pushed, it is responded to quickly and appropriately

#### 2. Technical Background:

##### ▪ Capabilities

The "Emergency Button" feature, if it is programmed into the subscribing agency radios, will allow a radio user to send an emergency notification by pressing the specific Emergency Button on the radio. The notifications will audibly and visually alert all dispatch console positions that have the talk group up that the emergency notification is routed to. Other radios that have the talk group selected will also receive the emergency notification, and display the radio ID of the radio generating the emergency. The display of an ID is dependent upon radio model, firmware version, and purchased options. The user activating the Emergency Button has the obligation to properly cancel the activation by pushing – and holding the Emergency Button until a continuous tone sounds. Failure to properly cancel the alarm on the originating radio will cause a new alarm activation each time the user transmits.

Emergency calls are also automatically assigned the highest priority available and would be the first available from the queue if the system is in a busy situation. Subscriber's radios can optionally be configured to automatically activate the Push-to-Talk (PTT) for a programmed period of time if the Emergency Button is pressed

##### ▪ Constraints

Consider two situations a fire department engine company could be faced with, that show different operational needs.

- 1 An engine company responds to a medical at a private home. Upon entering the home, they are met by an out-of-control person who fires a handgun at them
2. An engine company is conducting an interior fire attack when the floor collapses, trapping them in the basement.

In the first example, a firefighter may push his Emergency Button as he is running out of the home. He may want it to signal his dispatcher on the main talk group. The dispatcher would immediately see the signal, assess the situation, and send the police to assist.

In the second example, a firefighter may push his Emergency Button, and have it send the signal on his fire ground operations channel. The on-scene safety officer would attend to this signal by immediately sending in a rescue crew comprised of people already at the scene.

The design should also avoid the instance where an Emergency Button is pressed, and nobody can identify the user, or the wrong people attend to the emergency. Such a situation would occur if a police officer's Emergency Button were configured to signal on a Main Channel talk group. In that case, pressing his Emergency Button would probably signal every police dispatch console on the radio system.

Another example is that a public health official pushing the button when alone in a dangerous situation. If the public health official's radio were configured to signal on the County Sheriff main dispatch talk group, but is unknown to the dispatcher, the dispatcher may be confused by who is in distress, and may not know how to respond. This example shows the importance of an agreement between the central monitoring agency and the radio user agency.

Emergency Button programming cannot be configured on a talk group by talk group basis. This function is defined within the radio personality consisting of a group of 15 talk groups. The personality may be configured to direct the radio to a specific talk group or to use the current selected talk group of the talk groups within the personality. Emergency Button configuration requests shall be discussed with the System Manager of the affected System as

radio programming codeplugs are impacted

It is recommended that non-Public safety, i.e. Public Service, or general government, users not have the Emergency Button functionality unless appropriate training and monitoring resources are available to respond to the alarms. Non-public safety emergency alarms shall not be directed to a Public Safety Talk Group unless the Public Safety Dispatch Center responsible for the Talk Group agrees to assume responsibility for the alarms.

### **3. Operational Context:**

An Agency may choose to utilize the Emergency Button functionality, or to disable its use. If an Agency chooses to use the Emergency Button it shall be utilized as an indication of an immediate threat to life or property. Use of the Emergency Button to advance a routine Talk Group call in the priority cue is not an accepted usage. Agencies may choose to have the emergency activations occur on a primary dispatch Talk Group, or be directed to a specific Talk Group set aside to handle Emergency Activations. Agencies that may have access to the Talk Groups from other Agencies in their consoles will receive the emergency activation notifications if that Talk Group is active in a folder in the console operator position. Agencies shall NOT acknowledge/silence/cancel emergency activations from another Agency without contacting that agency before taking action. To do so may cause a valid emergency alarm to go unanswered.

Any Agency that acknowledges/silences/cancels emergency activations from another Agency more than 3 times, without contacting that agency before taking action, shall remove the other Agency Talk Groups from their consoles within 30 days of receiving notification from the Talk Group owner or System Manager.

Subscriber units that send an excessive number of false emergency alarm activations shall be located and corrected by the subscriber owner agency as expediently as possible. Excessive is determined to be four (4) or more false alarm activations within a 24-hour period. The subscriber owner agency shall take all steps necessary to locate and correct the false activations. There are circumstances where it is not possible to stop the false activations by attempting to inhibit the radio or by removing the radio authorization record from the system databases. In these cases the radio must and shall be located by the Owner Agency and brought to the servicing vendor for repairs within 30 days of the first false activation. Dispatch Centers shall report all instances of excessive false emergency alarm activation to their System Manager. The report shall include the date, time and Talk Group the emergency occurred on, along with either

the subscriber alias or displayed radio ID #

**4. Recommended Protocol/Standard:**

Use of the Emergency Button as an emergency signaling option should be available to any agency on the radio system, subject to certain conditions and provisions.

- 1 Agencies are not required to use this capability of the radio system.
2. No agency will be permitted to enable their emergency signal on a talk group designated as "emergency restricted "
- 3 All agencies implementing the Emergency Button must have a plan in place to respond to an Emergency Button activation.
- 4 All Emergency Button response plans must include, at minimum.
  - A central radio monitoring point that can identify which radio user pushed the button, the location and nature of the emergency and what the proper agency response should be
  - A central monitoring point must be available during any/all hours that personnel are using the radio system.
  - A policy for use of the Emergency Button by radio users.
  - A response plan to assist the radio user in need
  - In the event the central radio monitoring point is not the same agency as the radio user, an agreement on policy, monitoring, use and response must be in place among the agencies.
  - Where available the orange button should be used to program the Emergency Button

**5. Recommended Procedures.**

N/A

**6. Management:**

Agencies wishing to use the Emergency Button function must coordinate which agency resources that will be receiving the emergency calls, the receiving agencies must have an appropriate plan in place, and documented as to the process that they will use to handle the emergency calls.

## STANDARD OPERATING PROCEDURES (SOP)

### 800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section. 1 12	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title. <b>Encryption</b>	
Date Established: 01/04/07	
Replaces Document Dated. N/A	
Date Revised N/A	

#### 1 **Purpose or Objective:**

This procedure is to identify operational procedures and responsible authorities governing Encryption activities.

#### 2. **Technical Background:**

##### ▪ **Capabilities**

The network infrastructure and subscriber units need to be configured to permit Encryption of selected Talk Groups. Whether or not Encryption will be utilized in subscriber radios, it is at the option of the user agency. Users also need to be trained to know how to activate the Encryption feature when needed on a specified talk group.

##### ▪ **Constraints**

It will be the subscriber radio user's responsibility to activate the Encryption feature when needed. In most cases the use of Encryption will be decided once a talk group is dedicated to the use by the personnel in the field that are involved in the operational situation.

The Encryption feature blocks all non-approved/intruder radio users and scanners from hearing the conversation of the talk group that is being used for the situation. At this point in time (2007), only the City of Hollywood and County of Broward infrastructure support Encryption capabilities. Encryption can only occur on a digital capable talk group. Both the availability of digital Talk Groups and digital subscriber IDs is limited and must be coordinated with the System Managers prior to any desired implementation. Currently only DES-OFB and DES-XL Encryption algorithms are supported. Encryption Talk Groups that must appear on a console will need to



have Encryption key loaded into the Console DIU This has the potential to reduce the security of the talk group as others may be able to access the clear audio via a console.

**3. Operational Context:**

The Encryption feature needs to be pre approved by the agency's upper level management. Police units that are approved to receive Encryption for their subscriber radios are designated as SWAT, K-9, Homeland Security and Special Investigation Division, and any other unit as determined by the Department. Other Departments and Divisions such as the Fire Department may choose to encrypt some or all of their Talk Groups as needed to insure operational security

**4. Recommended Protocol/Standard:**

Limited Encryption privileges may be pre approved by the affected Talk Group owners and System Managers.

Before allowing Encryption as a feature of a subscriber radio user of owned Talk Groups, permission must be granted. Permission must come from:

- The System Managers of the sites that are being requested for the talk group
- The jurisdiction/agency who is the "owner" of the requested talk group

**5. Recommended Procedures.**

A subscriber radio user that has the Encryption feature will be responsible for activating/deactivating it as needed Talk Groups may also be "strapped" secure in the subscriber programming to permit only encrypted operation if desired

Encryption Keys shall be maintained by the Agency utilizing the Encryption feature. Each agency is responsible to insure that they do not duplicate Logical IDs (LIDs). Logical IDs for the keys consist of a four-digit number entered as the last four digits of the Key LIDs for Broward County shall be in the 1000 series, Deerfield Beach shall use 2000, Hollywood shall use 3000, Fort Lauderdale and Pompano Beach shall use 4000, and Plantation shall use 5000 As other systems are brought into the Regional Public Safety Communications System, their LIDs shall start with the site number for their infrastructure. This structure insures that there will not be duplicated LIDs which will cause problems when utilizing Encryption in the integrated environment that we share. The first 16 digits of the key are at the discretion of the Agency

There are two shared Regional Special Investigations Joint Operations Talk Groups that utilize a shared common key. These two Talk Groups may not be utilized on a permanent basis for any one specific unit or agency. They are common, shared resources dedicated to interagency operations. The talk group information and key are available to authorized personnel by contacting either the System Managers of the Broward Sheriff's Office and Fort Lauderdale.

**6. Management:**

The System Managers group and the agencies upper level management will be the responsible authority for Encryption issues.

## STANDARD OPERATING PROCEDURES (SOP)

### 800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section 1 13	RPSCC Radio Sub-Committee
Sub-Section.	Approved Date: 08/02/07
Procedure Title. <b>Definitions &amp; Acronyms</b>	
Date Established 06/28/07	
Replaces Document Dated N/A	
Date Revised N/A	

#### 1 **Purpose or Objective:**

To clarify terms used throughout the standards, protocols and procedures manual All definitions will be found in this section

#### 2. **Management:**

Should there be additions, deletions or changes to these procedures the Regional Public Safety Communications Committee (RPSCC) members are responsible for revising this section

#### 3. **Definitions (in alphabetical order)**

**APCO P25 Compliant:** Public safety equipment that meets (Association of Public Safety Communications Officials) APCO P25 standards.

**Announcement Group** is a collection of Talk Groups.

**Audit:** An audit is defined as a one time, infrequent or occasional in depth analysis of comprehensive elements. An audit may be annual or upon demand An audit may be stimulated by an event or complaint of monitoring outcome.

**“Common” or “Pool” Talk Groups:** Common/pooled talk groups (TG) are those that are set-aside for communicating across multiple agencies. Agency radio users in appropriate service areas who need to talk to one another for day to day business or for mutual aid will all put the appropriate common or pool talk group in their radios to be available in time of need Example. Fire Departments will all have the common Statewide Fire Mutual Aid TG in their radios. “Pool” is distinguished from “common” in that pool implies more than one, such as TAC 1 – 4 is a pool of common regional tactical TGs for law enforcement.

**Failsoft Signaling:** During normal system operation, the central controller supplies the base station's Failsoft circuit with a Transmit Data (TDATA) signal. The TDATA signal consists of an OSW followed by an LSHS signal, followed by a Disconnect Word signal. The TDATA signal keeps the base stations in the trunking mode. If TDATA transmission stops because of failure of the central controller, the base stations revert to the Failsoft mode.

- The base station unmutes and transmits a Failsoft data word
- Radios respond to the Failsoft word and unmute, allowing service to continue via community repeater type operation.
- The base station sends out a 900 Hz tone for 280 milliseconds every 10 seconds to alert the radio user that the system is in Failsoft mode

**Logging:** Audio recording of a radio communication

**Mission Critical Operations.** Those governmental, quasi-governmental and non-governmental operations carried out by authorized users which are reliant upon a functioning two-way radio communications system which unavailability, degradation, delay or failure, partial or complete, would significantly impact or impair the successful delivery of a vital service or mission. Operations would include, but are not limited to the categories below:

- **Public Safety** – Those functions of government that exist to protect the physical well being of the public as a whole from physical danger – continuous delivery of essential public services. Included with this group are Legal Counsel and School Board's Special Investigative Unit (SIU) and the Administration Site Operations.
- **Transportation** – Those functions of the government that exist to provide safe, effective and efficient multi-mode movement of the public commodities including public roads, highways, waterways, railways, airways and public transportation systems. Included with this section is the Broward School Board buses that may need to be used as a back-up to the Broward County Mass Transit buses should a mass evacuation occur due to a major incident.
- **Environmental Protection** – Those functions of the government that exist to protect the environment from changes that are detrimental to the existence and continuance of that environment.
- **Public Works** – Those functions of the government that provide "first responders" that may be necessary to clear streets and

highways so that Public Safety operations can be conducted after a major event like a hurricane.

**Mobile Radio.** A station in the mobile service, generally installed in a vehicle, intended to be used while in motion or during halts at unspecified points.

**Mobile Service.** A service of radio communication between mobile and base stations, or between mobile stations.

**Monitor** Monitoring is defined as the scheduled and routine inspection of operational practices and facilities and/or the review of system reports and documents. Monitoring frequency would generally be on a predetermined, scheduled basis

**Non-Critical Operations** All other governmental, quasi-governmental and non-governmental operations, which are reliant upon a functioning two-way, radio communications that do not meet the above mission critical or department critical definitions.

**Operational Fixed Station:** A fixed station, not open to public correspondence, operated by, and for the sole use of those agencies operating their own radio communication facilities in Public Safety, Industrial, Land Transportation, Marine or Aviation Radio Services.

**Patch.**

Permanent (hard) Patch. A patch between two or more audio resources on a system, which is fixed and cannot be controlled or edited by the dispatcher

Manual (soft) Patch. A patch between two or more audio resources on the system, which is setup and controlled by the dispatcher. The dispatcher owning the patch can add and delete resources as needed

**Portable Radio** A radio that is completely freestanding and may be hand-carried or worn by the radio user

**Preferred Site Assignment:** A SmartZone system can also be configured with Preferred Site Assignment operation. This feature allows radio users to maintain conversations on sites especially useful to operations and group requirements. In areas with overlapping coverage, radios will work on their preferred site in order to efficiently utilize channel resources while minimizing the number of channels necessary to complete a talkgroup call. Four types of preference can be programmed into the radio personality.

- **Always Preferred** – The subscriber unit will always use this site if it has at least acceptable signal strength, even if the site enters site trunking mode.
- **Preferred** - The subscriber unit will use this site if it has at least an acceptable signal strength rating and is in wide-area trunking mode.
- **No Preferred Site** – This is the default setting for subscriber radios. The subscriber unit will use the best signal according to the best Receive Signal Strength Indication (RSSI).
- **Least Preferred** – The subscriber unit will avoid this site unless no other sites with at least acceptable signal strength are available for use.

**Private Call** This allows one radio user to talk to and be heard by only one other radio user. This feature allows a supervisor to discuss confidential matters with a particular member of a talkgroup while other members of the same talkgroup remain squelched.

**Public Safety** All Law Enforcement / Sheriff, Fire, Emergency Medical and related service areas. These include badged and/or sworn ancillary personnel such as Park Rangers, Court Security Officers, Community Corrections, and those who support public safety operations under special circumstances.

#### **Public Safety Answering Points (PSAPs)**

**Primary** The PSAP where a 9-1-1 call is originated and received by a call taker then transferred to a dispatcher for dispatching police, fire or emergency medical assistance.

**Secondary** The PSAP that receives transferred 9-1-1 call taker calls and is then dispatched and monitored from this center.

**Public Service:** Public Service in this context refers to general government personnel such as Public Works, Transportation, and other similar public service operations.

#### **RF Radio Frequencies**

**Regional Public Safety Communications Committee (RPSCC)** The governing body of municipal Police and Fire Chiefs, IT Management and decision-making staff that are empowered to develop Standards, Protocols and Procedures regarding the intent to accomplish the Broward County's Charter direction to achieve regional communication plans to establish Radio Interoperability and Closest User Response objectives.

**Region 7** State of Florida Homeland Security region that is made up of Broward, Dade, Monroe and Palm Beach Counties.

**Regional System.** In this context of this manual this term is intended to represent the entire Region-wide 800 MHz Public Safety Communication System.

**SmartZone Trunked System.** The 28 channel trunked radio system that serves public safety communication users in a wide-area coverage network. This system allows for roaming from one radio system to another trunked or conventional system seamlessly and provides communications back to the municipality's home based dispatch center. This system can operate in an analog or digital mode.

**SmartZone Manager Terminal** The resource tool that is used by System Managers to administer their radio system for maintenance issues and controls of how their radio subscriber and consoles are configured / programmed

**Subscriber Radio.** A portable radio that is assigned to a specific individual or a mobile radio that is shared by multiple staff that drives and operates the vehicle.

**System** A countywide public safety radio communication system that consists of a shared region-wide infrastructure, the elements of which are identified in the Regional Public Safety Communications Plan and Subsystem integrated into or interconnected by the shared countywide network.

#### **System Manager/ Administrator Positions**

- System Manager – individual in charge of the radio system of a participating agency
- System Administrator – individual who is responsible for the day to day radio system operations of a participating agency
- Sub-System Administrator – individual who is responsible for the day to day radio sub-system operations of a participating agency
- Contract Manager – Director of BSO Communications Technology or his appointed designee

**Talk Group.** The Talk Group is the primary level of communication in a Trunked radio system. This provides the effect of a private channel down to the talkgroup level and prevents members of one talkgroup from

hearing the talkgroup calls generated by radios in other talkgroups.

**Telephone Interconnect:** The use of a radio to make a two-way call between two radios subscribers when privacy is needed to block other radio subscribers from hearing the conversation. This feature must be programmed in the radio and activated on the system in order for it to be functional.

**Variance.** An allowed divergence from full adherence of an adopted standard, protocol or procedures

**Waiver:** A complete release from an adopted standard, protocol or procedure.

#### 4 **ACRONYMS (in alphabetical order)**

ALS	-	Advanced Life Support
ATAC	-	All (user) Tactical talk group for 800 radios
AVL	-	Automatic Vehicle Locator
APCO	-	Associated Public Safety Communications Officials
BLS	-	Basic Life Support
CEB	-	Central Electronics Bank
CTCSS	-	Continuous Tone Coded Squelch System
DIU	-	Digital Interface Unit
DTMF	-	Dual Tone Multiple frequency
EDICS		Emergency Deployable Interoperability Communications System
EMS	-	Emergency Medical Services
EMRS	-	Emergency Medical Radio System
FCC	-	Federal Communications Commission
ICALL	-	International 800 MHz Calling Channel
ITAC	-	International 800 MHz Tactical Channel



<b>MHz</b>	<b>-</b>	<b>Megahertz</b>
<b>NAEMSD</b>	<b>-</b>	<b>National Association of State EMS Directors</b>
<b>NPSPAC</b>		<b>National Public Safety Planning Advisory Committee</b>
<b>PSAP</b>	<b>-</b>	<b>Public Safety Answering Point</b>
<b>PSWAN</b>		<b>Public Safety Wide Area Network</b>
<b>PTT</b>	<b>-</b>	<b>Push to Talk, i.e. talk button</b>
<b>RF</b>	<b>-</b>	<b>Radio Frequency</b>
<b>RX</b>	<b>-</b>	<b>Receiver of radio communications</b>
<b>SMG</b>	<b>-</b>	<b>System Manager, the owner of the Regional Public Radio System and Sub-Systems</b>
<b>RSS</b>	<b>-</b>	<b>Radio Service Software</b>
<b>TX</b>	<b>-</b>	<b>Transmission of radio communications</b>
<b>UHF</b>	<b>-</b>	<b>Ultra High Frequency</b>
<b>VHF</b>	<b>-</b>	<b>Very High Frequency</b>

## STANDARD OPERATING PROCEDURES (SOP)

### 800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section 1 14	RPSCC Radio Sub-Committee
Sub-Section	Approved Date. 08/02/07
Procedure Title. <b>Console Naming</b>	
Date Established 06/28/07	
Replaces Document Dated: N/A	
Date Revised N/A	

#### 1 **Purpose or Objective:**

The purpose of this section is to set forth the principle by which all System Managers / Administrators of the regional system will establish names for the Radio IDs used to support dispatch console positions. This is necessary because IDs are not associated with a Radio User Alias.

#### 2. **Technical Background:**

Constraints. The serial number field in Radio ID screens is 12 characters long. Every Talkgroup per console position requires a Radio ID programmed for that position, for example a single console position may have 50 radio ID programmed to support that position.

3. **Operational Context:** Every radio in the system represents a radio, but not every Radio ID in the system is a radio, some are consoles. By planning an identification process, we can use the radio serial number field in the radio entry screen in the system to categorize consoles so that they can be easily identified.

- 4, **Recommended Protocol/Standard:** The Serial Numbers used in the records for console Operator positions will be formatted according to the following:

#### OPTION 1

- Regional Operating Agencies would have naming prefixes of at least two characters that would stand alone. Counties would be pre-named with a two character identifying mnemonic, and the Cities and Agencies of the Counties would be included under prefix of the County they are in.
- The next three characters would be the letters "con" for console, so as to easily distinguish this identifier from other radio aliases.
- The characters following these first five are at the individual agency's discretion.

**OPTION 2**

- Starting with a 2 – digit prefix to identify the Console location “for example FL, PB, HL, etc.
- The next 2 digits represent the CEB number
- The following 2 digits indicate the TDM slot on that CEB
- The last four characters are to be unique, at the individual agency discretion

**4 Recommended Procedures:**

N/A

**5 Management:**

The System Managers / Administrators are responsible for ensuring compliance with the standard

RESOLUTION NO R-2009-121

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED AGREEMENTS BETWEEN SUNGARD PUBLIC SECTOR, INC AND THE CITY OF HOLLYWOOD FOR LAW RECORDS MANAGEMENT SOFTWARE LICENSES AND FOUR YEARS OF ASSOCIATED MAINTENANCE IN AN ESTIMATED AMOUNT OF \$980,000 00

WHEREAS, on December 17, 2003, the City of Hollywood and Broward County, pursuant to Resolution R-2003-418, entered into a five-year interlocal agreement providing for cooperative participation in a regional public safety communications system, and

WHEREAS, on December 17, 2008, the City of Hollywood and Broward County, pursuant to Resolution No R-2008-394, entered into a new five-year Regional Public Safety Communications Agreement to build on the progress already made; and

WHEREAS, the new agreement provides for County funding of a comprehensive law records management system and associated servers; and

WHEREAS, the Regional Public Safety Communications Committee has chosen the Sungard Public Sector Law Records Management System, and

WHEREAS, the new Regional Public Safety Communications Agreement calls for the City to provide all client licenses and any customized software relative to its use of the regional law records management system, and

WHEREAS, the attached agreement represents software client licensing and installation services and maintenance for the Sungard Records Management system and associated modules; and

WHEREAS, Purchasing Ordinance 38 40 (C) (8) provides that Purchases of, and contracts for, supplies or Contractual Services, when the City Commission declares by unanimous vote that competitive bidding is not in the best interest of the City, are exempt from the competitive bidding process; and

WHEREAS, funding for the one-time cost for licenses is budgeted in 2006 UASI (Urban Area Security Initiative) grant account number 13.2000.20175.521 016453 and 2007 UASI grant account number 13.2000.20192.521 006453, and funding for the annual maintenance is budgeted in the Department of Information Technologies annual operating budget, account number 57 1347 00000.590 004633, and

WHEREAS, the Director of Information Technology, along with the Chief of Police recommend the execution of the attached agreement;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

Section 1 That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached agreements between the Sungard Public Sector, Inc. and the City of Hollywood, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form and legality by the City Attorney

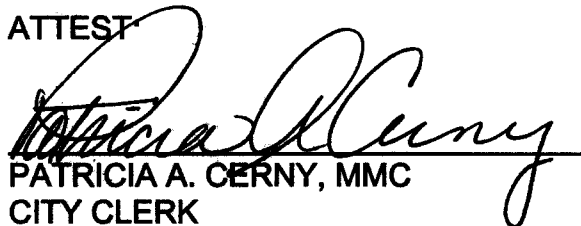
Section 2. That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 20 day of May, 2009




PETER BOBER, MAYOR

ATTEST



PATRICIA A. CERNY, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the  
City of Hollywood, Florida, only



JEFFREY P. SHEFFEL  
CITY ATTORNEY

CUSTOMER NO. \_\_\_\_\_, CONTRACT NO. 090449

## SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

**SunGard Public Sector Inc.**  
a Florida corporation

with headquarters at:

1000 Business Center Drive  
Lake Mary, FL 32746

("SunGard Public Sector")

AND

**City of Hollywood**  
2600 Hollywood Blvd.  
Hollywood, Florida 33020

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector Inc. and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by June 30, 2009.

**City of Hollywood, FL**

**SunGard Public Sector Inc.**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME **Ronald E. Goodrow**  
AND TITLE. **Exec.VP, SunGard Public Sector Inc**

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: 4/27/09

Approved as to form and legality for the  
use and reliance of the City of Hollywood,  
Florida, only.

\_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

**T**HIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

**1. Definitions.**

**"Baseline"** means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

**"Component System"** means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code (if provided), Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

**"Confidential Information"** For purposes of this Agreement, confidential information shall mean information that is exempt from disclosure to the public or other unauthorized persons pursuant to Sections 119.07 and 119.071, Florida Statutes, or other State or Federal laws.

**"Delivery Address"** means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

**"Delivery Date"** means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

**"Discloser"** means the party providing its Confidential Information to the Recipient.

**"Defect"** means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

**"Execution Date"** means the latest date shown on the signature page of this Agreement.

**"Equipment"** means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

**"Exhibit 1"** means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

**"Intellectual Property Rights"** means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

**"Software"** means the Component Systems listed in Exhibit 1.

**"Customer Employees"** means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

**"Object Code"** means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

**"Recipient"** means the party receiving Confidential Information of the Discloser.

**"Software Supplement"** means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

**"Source Code"** means computer programs written in higher-level programming languages,

sometimes accompanied by English language comments and other programmer documentation.

**2. Right to Grant License and Ownership.**

SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

**3. License.** Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement"). SunGard Public Sector updates such Source Code escrow deposits at least once a calendar year. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately \$700 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form at Licensee's request.

(b) Object Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Software. Customer is prohibited from causing or permitting

the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

**4. Services.**

(a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

(b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

(c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate



any law or governmental regulation applicable to such personnel replacement.

(d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

(a) Payment. All fees and payments required under this Agreement are contingent upon an annual appropriation by the City Commission as set forth in Chapter 30 of the Code of Ordinances. If sufficient funds are not appropriated and budgeted in any fiscal period for payments due under the Agreement, then Customer will immediately notify SunGard Public Sector of such occurrence and SunGard Public Sector will notify Customer that SunGard Public Sector's obligation to provide Customer with services, and Customer's obligation to obtain services from SunGard Public Sector, will expire effective on the last day of the fiscal period for which appropriations were received.

(i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

(ii) Professional Services Fees. Fees for the Professional Services will be due to SunGard Public Sector as provided in Exhibit 1

(iii) Travel Reimbursement. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy, will be invoiced on a monthly basis in arrears and will be due pursuant to Chapter 218, Part VII, Florida Statutes, "Local Government Prompt Payment Act."

(iv) Late Charge. Any late charges shall be pursuant to Chapter 218, Part VII, Florida Statutes, "Local Government Prompt Payment Act."

(b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(c) Customer acknowledges that SunGard Public Sector makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of SunGard Public Sector's personnel and to obtain favorable prices for travel and living. Accordingly, the following cancellation charges apply to training and on-site project management sessions canceled at the request of Customer: Cancellation within seven (7) days of start date, Customer pays fifty percent (50%) of the total price for the training or on-site project management; cancellation within three (3) days of start date, Customer is responsible for entire price of the training or on-site project management. In addition to the foregoing, Customer shall be obligated to reimburse SunGard Public Sector for any non-refundable expenses incurred by SunGard Public Sector for travel expenses. Notwithstanding the above, SunGard Public Sector will endeavor to reschedule SunGard Public Sector personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent SunGard Public Sector

is successful in such rescheduling, Customer's payment obligations shall be reduced.

**7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.**

(a) **Limited Software Warranty by SunGard Public Sector and Remedy For Breach.** For each Component System, SunGard Public Sector warrants to Customer that, for a period of eighteen (18) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) **Disclaimer of Warranty.** The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) **Abrogation of Limited Warranty.** The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

**(d) FAILURE OF ESSENTIAL PURPOSE.** THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

**8. Confidential Information.** SunGard Public Sector hereby acknowledges that as Customer is a governmental entity, this Agreement is subject to Chapter 119, Florida Statutes, "Public Records Law." Any confidentiality relating to the disclosure of information and software will be in accordance with Chapter 119, Florida Statutes. A party in possession of the other party's Confidential Information will protect the confidentiality of the information using the same degree of care that is used to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect such information and will disclose such information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis.

**9. Indemnity by SunGard Public Sector.** SunGard Public Sector at its own expense, shall defend and hold harmless the Customer, its officers, agents and employees from and against any and all claims that the Software and Baseline Component System supplied by SunGard Public Sector infringes a U.S. Patent or copyright. SunGard Public Sector shall pay all costs, damages and attorney's fees that a court awards as a result of such claim, including those fees at any trial and appellate level provided that

Customer: (1) Gives SunGard Public Sector prompt written notice of any such claim; and (2) SunGard Public Sector is given sole control of the defense of such claim; and (3) Any settlement negotiations and settlements relating to such claim must be authorized by the City Attorney of Hollywood, Florida and approved by the City Commission of which said authorization and approval will not be unreasonably withheld; and (4) Customer shall reasonably cooperate with SunGard Public Sector in the defense of such claim or action. The Customer agrees to allow SunGard Public Sector, at SunGard Public Sector's option and expense, if such claim has occurred or in SunGard Public Sector's judgment, is likely to occur, to procure the right for the Customer to continue using the Software and Baseline Component System or to replace or to modify them so that they become non-infringing. If use of the Software and Baseline Component System supplied by SunGard Public Sector to the Customer is enjoined by an infringement proceeding, SunGard Public Sector, shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the Software and Baseline Component System or if that is not possible, SunGard Public Sector shall refund to the Customer the fees paid under this Agreement for the particular Software and Baseline Component System that is determined to be infringing along with any maintenance and support fees that attach to the Software and Baseline Component System. SunGard Public Sector shall have no obligation with respect to any claim based upon the Customer's modification of the Software. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

#### **10. Term and Termination.**

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed

terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered

"assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

14. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. **Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. **LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY

(b) **EXCLUSION OF DAMAGES.** REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

# EXHIBIT 1

Customer: City of Hollywood  
 Delivery Address: 2600 Hollywood Blvd.  
 Hollywood, Florida 33020

## SOFTWARE<sup>1, 2, 3:</sup>

Qty	Part #	Component System	License Fee
		Records Management System	
205	RMS-AW	ADDITIONAL RMS WORKSTATION LICENSE - 205 WORKSTATION	128,740.00
205	RMS-MAP-AW	ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE	20,090.00
300	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	7,800.00
1	RMS-PBE-10	PROPERTY AND EVIDENCE MODULE - 10 WORKSTATION	8,500.00
1	RMS-BAR-HOST-100	BAR CODING SERVER LICENSE	9,500.00
2	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	3,190.00
1	RMS-TRAIN-100	TRAINING MODULE	12,500.00
		MOBILE COMMUNICATION TERMINALS	
261	MCT-BMS-T6	BASE MOBILE SERVER SOFTWARE	33,559.00
15	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	4,500.00
15	MCT-MFR-MBLN-CLIENT	MFR CLIENT - MOBILAN VERSION	7,600.00
261	MCT-NOCAD	MCT CLIENT - NO CAD INTERFACE <sup>1</sup>	71,292.00
261	MCT-MAP	MCT CLIENT - MAPS	25,123.00
15	MCT-CLIENT-PDA	MCT CLIENT - PDA	7,500.00
15	MCT-MFR-NH-GIT	MFR CLIENT - HANDHELD CITATION MODULE	7,500.00
261	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	119,228.00
261	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	59,912.00
261	MCT-MFR-ARREST	MFR CLIENT - ARREST	35,948.00
261	MCT-MFR-CITATION	MFR CLIENT - CITATION	69,912.00
261	MCT-MFR-REV-T6	REVIEW MODULE FOR FIELD REPORTING	27,920.00
		Subtotal	\$ 646,911.00
	DISCOUNT	DISCOUNT	(166,008.00)
		TOTAL LICENSE FEE	\$ 480,911.00

### Notes to Software Table:

<sup>1</sup> Interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor

<sup>2</sup> Customer's right to use the underlying Component System is strictly conditioned upon the execution of SunGard Public Sector's Agreement to Grant Permission to Allow Access to Software by and among SunGard Public Sector, Customer, and Broward County Sheriff's Office, FL.

<sup>3</sup> Note: Mobiles applications do not include AVL hardware.

## SERVICES<sup>1, 2:</sup>

Qty	Part #	Description	Training	Installation	Project Management	Professional Services	Project Planning
1	RMS-PROJ-100	PROJ. MANAGEMENT			55,058.00		
1	RMS-PROJ-PLAN	PROJECT PLANNING FOR RMS					2,500.00
1	RMS-PROJ-SERV-SOLVE	RMS PROFESSIONAL SERVICES SOLVE				3,000.00	
3	TC-CRIM-2800	TESTIMONIAL PROFESSIONAL SERVICE DAY				3,000.00	
1	RMS-PROJ-TRN	RMS USER TRAINING	4,000.00				
4	RMS-PROJ-TRN	ADDITIONAL PROFESSIONAL SERVICES - MODULE TRAINING	4,000.00				
		Mobile Computing Professional Services					
1	MCT-CLIENT-INT	INITIALIZATION OF REMOTE OPERATING CLIENT		1,000.00			
1	MCT-CLIENT-INT	MCT MODULE TRAINING	1,000.00				
1	MCT-CLIENT-INT	MCT USER TRAINING	500.00				
1	MCT-CLIENT-INT	MOBILE FIELD OPERATIONS MAINTENANCE TRAINING	1,000.00				
2	MCT-CLIENT-INT	MOBILE FIELD OPERATIONS USER TRAINING	4,000.00				
		TOTAL SERVICES FEE	\$ 14,500.00	\$ 1,000.00	\$ 55,058.00	\$ 6,000.00	\$ 2,500.00

Qty	Part #	Description	Custom Modifications
1	MFR-CUST-MOD	MFR CUSTOM MOD - TRANSCRIPTION PROCESS	\$ 12,000.00
		TOTAL SERVICES FEE:	\$ 12,000.00

**Notes to Services Table:**

<sup>1</sup> Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.

<sup>2</sup> Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.

**The amounts noted above shall be payable as follows:**

**License Fee:** 50% on the Execution Date; 50% 180 days from the Execution Date.

**Installation / Project Management /  
Professional Services and Project  
Planning**

20% on the Execution Date  
20% 90 days from the Execution Date  
30% 120 days from the Execution Date  
30% due at go-live

**Custom Modification:** 50% on the Execution Date; 50% upon completion

**Training Fees:** Upon completion.

Payments listed above are contingent on Customer executing this Agreement by June 30, 2009

"Go-Live" is defined as Customer's use of the Component System with real data in a production (and not testing) mode.

**EQUIPMENT:** Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

**NOTICE:** To use any of the Software, Customer must also obtain, install on the Equipment and maintain SunGard Public Sector-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Public Sector is advising Customer that Customer should consult with its SunGard Public Sector Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals. General Project Conditions are as follows:

## GENERAL PROJECT CONDITIONS

### General Project Conditions - Applies to Entire Project

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
  - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
  - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
  - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.
- Item 8:** In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:
- i. Dedicated Line
  - ii. Any encryption to meet State and FBI requirements
  - iii. DSU to State
  - iv. Any wireless carrier charges and setup
  - v. Any installation Charges



- vi. Recurring charges or costs
- vii. Surcharges by the State

**Item 9:** The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

**Item 10:** SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector

**Item 11:** Virtual Environment Platform

**Infrastructure Overview.**

The server hardware may be made up of physical servers, virtual servers (using VMware ESX), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the County.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.



**DESCRIPTIONS:**

**Records Management System**

Part Number: RMS-AW

Description: ADDITIONAL RMS WORKSTATION LICENSE - 205 WORKSTATION

Long Description:

This is for an additional 205 RMS workstation license for Hollywood PD. Hollywood PD will have the use of all modules listed under the Records Management System - Broward SO section.

---

Part Number: RMS-MAP-AW

Description: ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE

Long Description:

Provides the ability to pin map locations from SunGard Public Sector's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

---

Part Number: RMS-WIZ-CLIENT

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description:

This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

---

Part Number: RMS-P&E-10

Description: PROPERTY AND EVIDENCE MODULE - 10 WORKSTATION

Long Description:

Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware is not included.

---

Part Number: RMS-BAR HOST-100

Description: BAR CODING SERVER LICENSE

Long Description:

Bar-Coding Host allows client to communicate to host server and with the Property and Evidence module.

---

Part Number: RMS-BAR-CLIENT

Description: BAR CODING HAND-HELD CLIENT LICENSE (EACH)

Long Description:

SunGard Public Sector's Bar-coding Client Software allows for the following business functions:

Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions.

License is per workstation.

---

Part Number: RMS-TRAIN-100

Description: TRAINING MODULE

Long Description:

The Training Module records employees' training history within the agency including courses taken, earned certifications including re-certification tracking, and earned titles.

---

## **RMS Implementation Services**

**Part Number: RMS-PROJ-MGNT**

**Description: PROJECT MANAGEMENT**

**Long Description:**

Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors.

Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Services may include:

Monthly On-Site project management meetings

Management of Go-Live for each district/department

Weekly Status Reports with Customer

---

**Part Number: RMS-PROJ-PLAN**

**Description: PROJECT PLANNING FOR RMS**

**Long Description:**

Includes professional services for the development of a project plan. A SunGard Public Sector project manager assigned to this account will do this in conjunction with the project manager for the Customer. This will include the preparation and development of a written implementation plan as well as an on-site planning session.

---

**Part Number: RMS-PROF-SERV-GOLIVE**

**Description: RMS PROFESSIONAL SERVICES GO-LIVE**

**Long Description:**

One (1) SunGard Public Sector professional to be on-site for up to two days when the base RMS System goes live as determined by the project plan.

---

**Part Number: TCH-PROF-SERV**

**Description: Technical Professional Service Day**

**Long Description:**

Professional services for implementation and/or configuration of third party hardware and/or software in support of SunGard Public Sector application software. This includes installation and setup of the product.

All implementation services are billed on a daily basis. If SunGard Public Sector provides less than a day of service, it will be billed at the full daily rate.

Services may include:

Assistance with Citrix Farm build and implementation

Implementation Support

Assistance with Go-Live

---

**Part Number: RMS-DATACNV-ANL**

**Description: DATA CONVERSION ANALYSIS Hollywood PD**

**Long Description:**

SunGard Public Sector has included a fixed amount to provide an analysis of the existing data and determine the feasibility and cost of the conversion. As a result of the analysis, SunGard Public Sector will provide a fixed cost based on time and materials plus reimbursement of travel and living expenses.

**This fee is not for the actual data conversion.**

---

**Part Number: RMS-USR-TRN**

**Description: RMS USER TRAINING**

**Long Description:**

Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = 4 days.

SunGard Public Sector recommends purchasing the companion computer-based training "RMS Basics" CD-ROM as a learning aid for each person attending RMS User training.

---

**Part Number: RMS-PROF-ADD**

**Description: ADDITIONAL PROFESSIONAL SERVICES - MODULE TRAINING**

**Long Description.**

Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

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#### **Mobile Communication Terminals**

**Part Number: MCT-BMS-T5**

**Description: BASE MOBILE SERVER SOFTWARE**

**Long Description:**

Server license of SunGard Public Sector's Mobile Server Software to support up to 281 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard Public Sector's CAD and RMS databases.

---

**Part Number: MCT-MIS**

**Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH**

**Long Description:**

A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Public Sector's Message Switch.

The Message Switch Client provides the following functions:

Workstation-to-workstation messaging

Mobile-to-workstation messaging (if mobile applications are licensed)

SunGard Public Sector's standard State/NCIC queries

---

**Part Number: MCT-MFR-MBLN-CLIENT**

**Description: MFR CLIENT- MOBLAN VERSION**

**Long Description:**

Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

---

Part Number: MCT-NOCAD

Description: MCT CLIENT - NO CAD INTERFACE

Long Description:

Workstation license for the application software for the mobile unit. This is a required base transport client that enables wireless name and vehicle candidating (including mugshots when available) when used in conjunction with SunGard Public Sector MFR. It allows for the transport of the various reports (such as Incident and Field Contacts) to and from the mobile unit. This is the software that moves reports in and out of the individual mobile units for supervisory approval. This application also provides secure login to the message switch as well as encryption and compression of all messages (including field reporting messages).

As a byproduct, this software includes as base functionality of car-to-car messaging, chat messaging, and the ability to perform local RMS, FCIC and NCIC queries, speech readback of select portions of FCIC responses, automatic message parsing of FCIC responses for name and vehicle banking. Includes support for magnetic swipe readers (reader hardware must be purchased separately). This base functionality could be used as a backup, or in conjunction with, the existing mobile product.

---

Part Number: MCT-MAP

Description: MCT CLIENT - MAPS

Long Description:

Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allow officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard Public Sector's Automatic Vehicle Locator (AVL) Module.

---

Part Number: MCT-CLIENT-PDA

Description: MCT CLIENT - PDA

Long Description:

The Handheld Mobile Application extends the power of SunGard Public Sector's Mobile Computing Application to a wireless handheld device. The handheld application offers the freedom of portability without compromising the need for functionality. SunGard Public Sector's handheld mobile application is an extension of SunGard Public Sector's fully integrated mobile computing system, providing capabilities for voiceless dispatch, status updates, car-to-CAD messaging, car-to-car messaging, and queries to access information including local, state, and national warrant checks, stolen vehicle and property information, mugshots, and records management information. These features, coupled with other distinctive benefits, provide a reliable solution for mobile users to wirelessly access and update records in the field.

SunGard Public Sector has tested and recommends the Customer use the following hardware for SunGard Public Sector's handheld mobile application:

Compaq Ipaq  
Dell Axim

One of the following network connections is required for the Customer to utilize SunGard Public Sector's handheld mobile application:

CDPD  
CDMA  
GPRS

---

Part Number: MCT-MFR-HH-CIT

Description: MFR CLIENT - HANDHELD CITATION MODULE

Long Description:

This state specific module is to be used on handheld devices for the creation of citations in the field. The devices include various types, such as IPAQ's and CE1's, and must be approved by Product Management. It allows for the remote printing of the citation and the collection of signatures. It does not include printing hardware. Each agency's citation may vary and must be approved by Product Management.

---

Part Number: MCT-MFR-OFF

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description:

The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

---

Part Number: MCT-MFR-ACC

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description:

Allows officers using SunGard Public Sector's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard Public Sector's crash wizard and Microsoft Visio.

---

Part Number: MCT-MFR-ARREST

Description: MFR CLIENT - ARREST

Long Description:

The Arrest Module allows officers using SunGard Public Sector's Mobile product to capture data for SunGard Public Sector's standard Arrest Module in RMS.

In some states, this Module does reproduce the state form and can print in the car.

---

Part Number: MCT-MFR-CITATION

Description: MFR CLIENT - CITATION

Long Description:

The Citation Module allows officers using SunGard Public Sector's Mobile product to capture data from the written state citation form. In some states, this Module does reproduce the state form and can print in the car.

---

Part Number: MCT-MFR-REV-T5

Description: REVIEW MODULE FOR FIELD REPORTING

Long Description:

The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 281 Mobile Units registered in the Message Switch (not concurrent mobile users).

---

Part Number: MFR-CUST-MOD

Description: MFR CUSTOM MOD - TRANSCRIPTION PROCESS

Long Description:

SunGard Public Sector will provide modifications to its Mobile Field Reporting application to enable the introduction of Hollywood Police Department's narrative transcription process into the incident data entry and supervisor approval process. When an officer creates an Incident report, absent the narrative, the incident will be submitted to the attention of a specific supervisor review group which will be monitored only by transcription personnel using SunGard Public Sector's MobLan application. When the transcription tape is available, the transcription personnel will retrieve the related record and complete the narrative data entry. When transcription is complete, the Incident will be routed to the appropriate supervisor review group, making it accessible for the supervisor to approve or deny. These modifications will require a mutually agreed upon Statement of Work between SunGard Public Sector and the Customer.

Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.\*\*\*

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#### **MCT Implementation Services**

Part Number: MCT-CLIENT-INST

Description: INSTALLATION OF DIGITAL DISPATCHING CLIENT

Long Description:

Includes installation, configuration and testing of SunGard Public Sector's Digital Dispatch Client on up to five (5) of the Customer's mobile computers. SunGard Public Sector will instruct the Customer's System Administrator and two other persons on the installation process.

---

Part Number: MCT-MNT-TRN

Description: MCT MAINTENANCE TRAINING

Long Description:

Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include set-up of MCT on the server and on laptops and selection of system settings. Class duration = 1 day.

---

Part Number: MCT-USR-TRN

Description: MCT USER TRAINING

Long Description:

Training for end-users (10 people max.) on base MCT. Topics include viewing and updating unit status information, searching, and messaging. Does not include training on MFR. Class duration = 4 hours.

---

**Part Number: MFR-MNT-TRN**

**Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING**

**Long Description:**

Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = 1 day

---

**Part Number: MFR-USR-TRN**

**Description: MOBILE FIELD REPORTING USER TRAINING**

**Long Description:**

Training for end-users (10 people max.) on base MFR. Topics include report submission and searching. Does not include training on MCT or crash wizard. Class duration = 2 days.

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**Number of Software Supplements Attached: 3**

## GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (address ranges are required)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code
- X/Y Coordinate pairs for each street segment (referred to as "ARCS" by ARCINFO)

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.



## **DATA ACCESS SUBSCRIPTION SUPPLEMENT**

### **1. Additional Definitions.**

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

**2. Access Subscription to Data Sharing Network.** In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription:
  - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
  - ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.
  - iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

- b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

**3. Security System.** User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector Public Sector of the identity of the individual assigned to a particular password, of the cancellation or expiration of a password, and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector Public Sector at any time and without notice, if SunGard Public Sector Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

**4. Services.** Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

**5. User Responsibilities.**

- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and software utilities (including PC Anywhere, as it may be updated from time to time) for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.
- b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

**6. Agency Database Sharing.** As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

## PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").

2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.

3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.

4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.

6. Disclaimer of Warranties. Customer agrees and understands that SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 7. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

# SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

**SunGard Public Sector Inc.**  
a Florida corporation  
with headquarters at:  
1000 Business Center Drive  
Lake Mary, FL 32748

("SunGard Public Sector")

AND

**City of Hollywood**  
2600 Hollywood Blvd.  
Hollywood, Florida 33020

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector Inc. and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

**City of Hollywood, FL**

**SunGard Public Sector Inc.**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: **Ronald E. Goodrow**  
AND TITLE: **Exec.VP, SunGard Public Sector Inc**

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: 4/77/09

Approved as to form and legality for the  
use and reliance of the City of Hollywood,  
Florida, only.

\_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

**T**HIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated as of the Execution Date (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law, Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date specified in Exhibit 1 as the "Commencement Date."

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Commencement Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" has the meaning ascribed to that term in the License Agreement, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which

increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

"Priority One Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Software; or (iii) a failure of its computer system or the Software which, in either case, prevents Customer from performing data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Two Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a partial failure of Customer's computer system or the Software which significantly hinders its ability to perform data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Three Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused an intermittent failure of, or problem with, its computer system or the Software that causes a significant delay in Customer's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to Customer's operations.

"Priority Four Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a problem with its computer system or the Software that does not significantly affect critical processing.

### 3. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for Component Systems, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

### 4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees, however, SunGard Public Sector shall notify Customer 90 days prior to any such increase. Customer shall have the right to terminate this Agreement if said increased fees are not acceptable to Customer. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification. Any and all payments under this Agreement for the initial Contract Year and any subsequent years are contingent upon an annual appropriation by the City Commission as set forth in Chapter 30 of the Hollywood Code of Ordinances.

(b) Additional Costs. SunGard Public Sector shall notify Customer prior to any travel by SunGard Public Sector to determine if such travel is necessary under this Agreement. Upon approval of such travel, Customer will reimburse SunGard Public Sector for actual travel expenses that SunGard Public Sector incurs in providing

Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis as set forth below.

Such travel expenses/costs shall be separately billed by SunGard Public Sector and paid by the Customer. All requests for "travel expenses" eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Customer's representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance required under this Agreement by SunGard Public Sector.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Any late charges shall be pursuant to Chapter 218, Part VII, Florida Statutes, "Local Government Prompt Payment Act."

5. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year. Any and all renewals are subject to an annual appropriation by the City Commission as set forth in Chapter 30 of the Hollywood Code of Ordinances.

6. Disclaimer of Warranties. Customer agrees and understands that SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE



OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

#### 8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE

IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supercedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.



# EXHIBIT 1

Customer: **City of Hollywood, FL**

**CONTRACT YEAR:** Execution Date (or anniversary thereof) through one year thereafter

Improvements for the initial Contract Year are provided at no charge. The "Initial Payment Amount" in the table below represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year and if an annual appropriation has been approved by the City Commission, as provided for in Section 5, Term.

Qty	Part #	Component System	Initial Payment Amount	Support Type
		<b>Records Management System</b>		
205	RMS-AW	ADDITIONAL RMS WORKSTATION LICENSE - 205 WORKSTATION	23,173.00	7x24
205	RMS-MAP-AW	ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE	3,616.00	7x24
300	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	1,350.00	7x24
1	RMS-P&E-10	PROPERTY AND EVIDENCE MODULE - 10 WORKSTATION	1,170.00	7x24
1	RMS-BAR-HOST-100	BAR CODING SERVER LICENSE	1,710.00	7x24
2	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	574.00	7x24
1	RMS-TRAIN-100	TRAINING MODULE	2,260.00	7x24
		<b>MOBILE COMMUNICATION TERMINALS</b>		
281	MCT-BMS-T5	BASE MOBILE SERVER SOFTWARE	6,040.00	7x24
15	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	610.00	7x24
15	MCT-MFR-MBLH-CLIENT	MFR CLIENT - MOBILAN VERSION	1,350.00	7x24
281	MCT-NOCAD	MCT CLIENT - NO CAD INTERFACE	12,832.00	7x24
281	MCT-MAP	MCT CLIENT - MAPS	4,162.00	7x24
15	MCT-CLIENT-PDA	MCT CLIENT - PDA	1,350.00	7x24
15	MCT-MFR-HH-CIT	MFR CLIENT - HANDHELD CITATION MODULE	1,350.00	7x24
281	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	21,480.00	7x24
281	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	10,784.00	7x24
281	MCT-MFR-ARREST	MFR CLIENT - ARREST	8,470.00	7x24
281	MCT-MFR-CITATION	MFR CLIENT - CITATION	10,784.00	7x24
281	MCT-MFR-REV-T5	REVIEW MODULE FOR FIELD REPORTING	5,025.00	7x24
		<b>PAYMENT AMOUNT</b>	<b>\$ 118,268.00</b>	

Qty	Part #	Custom Modifications	Initial Payment Amount	Support Type
1	MFR-CUST-MOD	MFR CUSTOM MOD - TRANSCRIPTION PROCESS	2,160.00	7x24
		<b>PAYMENT AMOUNT</b>	<b>\$ 2,160.00</b>	

Improvements fees listed above are for the 2<sup>nd</sup> Contract Year which will begin twelve (12) months following execution of this Agreement. Improvements fees will be due the later of October 1, 2010 or twelve (12) months following execution of this Agreement. Improvements fees for any Contract Year subsequent to the second full Contract Year are subject to change and SunGard Public Sector shall notify Customer ninety (90) days prior to such change in fees and Customer shall have the right to terminate this Agreement if such fees are not acceptable to Customer.

**EXHIBIT 2**  
**Maintenance Standards**

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer In Connection with the Provision of Maintenance:** As indicated in the "Support Type" column in Exhibit 1, "7x24" means Seven (7) days per week, 24 hours per day. "5x8" means Monday through Friday, 7:00 A.M. to 6:00 P.M. Eastern Standard Time excluding holidays.
- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications Identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour (that is, based upon whether SunGard Public Sector provides 7x24 or 5x8 Support for the Baseline Component System/Custom Modification in question) occurring after SunGard Public Sector's receipt of the Notification:

**Priority One Calls** - two (2) hours or less.

**Priority Two Calls** - four (4) hours or less.

**Priority Three Calls** - twenty-four (24) hours or less.

**Priority Four Calls** - seventy-two (72) hours or less.

**Notes:** (1) For purposes of these targets, a "response" will mean as an initial contact from an SunGard Public Sector representative to Customer to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Public Sector's obligation to respond to Customer, Customer must follow SunGard Public Sector's then-current processes (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

# AGENCY ACCESS AGREEMENT

among

**Broward County Sheriff's Office**  
2601 W. Broward Blvd  
Ft. Lauderdale, FL 33312

and

**City of Hollywood**  
2600 Hollywood Blvd.  
Hollywood, Florida 33020

and

**SunGard Public Sector Inc.**  
1000 Business Center Drive  
Lake Mary, FL 32746

Broward County Sheriff's Office ("Licensee") and SunGard Public Sector Inc. ("SunGard Public Sector") entered into that Contract and Agreement dated \_\_\_\_\_ ("Licensee Agreement"). City of Hollywood, FL ("Accessor") desires to obtain access to and a limited right of use from Licensee for certain software licensed by Licensee under the Licensee Agreement (the "Accessed Software"). In order that Accessor obtain such limited right of access and use, SunGard Public Sector, Licensee and Accessor are entering into this Agreement (the "Access Agreement").

Accordingly, the parties, intending to be legally bound, agree as follows:

1. **Limited Right of Access.** SunGard Public Sector grants Licensee permission to allow Accessor to have access to Licensee's instance of the Accessed Software, subject to the terms, conditions and restrictions provided for in this Access Agreement. The Accessed Software consists of the following:

## **ALL SOFTWARE APPLICATIONS UNDER THE CUSTOMER AGREEMENT**

2. **Right of Termination.** SunGard Public Sector has right to terminate this Access Agreement, and accordingly, Accessor's access to the Accessed Software, upon any breach of this Access Agreement. To terminate this Access Agreement, SunGard Public Sector will provide notice of such breach to Licensee and Accessor (as appropriate), and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to SunGard Public Sector's reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, Accessor's right to access the Accessed Software will be deemed terminated, without any further action by any party.

3. **Accessor Software Constitutes Confidential Information of SunGard Public Sector.** Accessor acknowledges and agrees that Accessed Software constitutes confidential, proprietary information of SunGard Public Sector, and is and will remain the sole property of SunGard Public Sector. Accessor agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor shall hold in confidence the SunGard Public Sector proprietary information for its benefit and internal use only by its employees on a strict "need to know" basis.

(Continued on following page)

4. Obligations of SunGard Public Sector. Right of Accessor Regarding Accessed Software. Accessor's right to use the Accessed Software is derivative of Licensee's license to use the Accessor Software under the terms and conditions of the Licensee Agreement. SunGard Public Sector is not deemed to have granted Accessor any license to use the Accessor Software by virtue of this Access Agreement. Any such license can only be effected by the execution by Accessor and SunGard Public Sector of a definitive written software license agreement between SunGard Public Sector and Accessor that, by its express terms, purports to provide such a right of license to Accessor. SunGard Public Sector will have no obligations whatsoever to Accessor in connection with the Accessed Software. **AS BETWEEN SUNGARD PUBLIC SECTOR AND ACCESSOR, THE ACCESSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER TO ACCESSOR REGARDING THE ACCESSED SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY TO OR THROUGH ACCESSOR UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE ACCESSED SOFTWARE, IN WHOLE OR IN PART.**

5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

6. Integration Provision. This Access Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

**BROWARD COUNTY SHERIFF'S OFFICE**

**SUNGARD PUBLIC SECTOR INC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature  
Ronald E. Goodrow  
Exec.VP, SunGard Public Sector Inc

\_\_\_\_\_  
Print Name & Title

4/27/09  
\_\_\_\_\_  
Date

**CITY OF HOLLYWOOD, FL**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

RESOLUTION NO. R-2013-263

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE ATTACHED ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT AS TO THE INTERLOCAL PROVIDING FOR DISTRIBUTION OF THE PROCEEDS ACCORDING TO THE FLORIDA EMERGENCY TELEPHONE ACT AMONG BROWARD COUNTY, THE SHERIFF OF BROWARD COUNTY, AND THE CITY.

WHEREAS, in 1992, the City entered into an Interlocal Agreement with Broward County providing for the distribution of a \$0.50 fee collected to support the 9-1-1 telephone system and the City's Public Safety Answering Point in accordance with the Florida Emergency Telephone Act ("PSAP Agreement"); and

WHEREAS, sometime after the execution of the Interlocal Agreement, the rights, duties and obligations of the County were assigned to the Sheriff and thereafter and up to October 1, 2012, the Sheriff performed all of its rights, duties and obligations under the PSAP Agreement; and

WHEREAS, as of October 1, 2012, the County assumed of the rights, duties and obligations of the Sheriff and the City and Sheriff pursuant to the attached Assignment, Delegation and Release of Agreement (the "Agreement") consent and agree to such assumption; and

WHEREAS, pursuant to the attached Agreement, the City is scheduled to receive a distribution of the 9-1-1 fee in the amount of \$416,517 (Exhibit "A") and an additional one-time distribution of \$69,706 (Exhibit "B"); and

WHEREAS, no amendments have been made to the PSAP Agreement other than to periodically replace Exhibit "A" which delineated the estimated annual distribution; and

WHEREAS, once the pending changes to the Countywide 9-1-1 System are implemented, the City will no longer receive the distributions provided for in the PSAP Agreement; and

WHEREAS, the City Manager and the Director of Financial Services recommend the approval of the attached Assignment, Delegation and Release of the PSAP Agreement;

RESOLUTION AUTHORIZING EXECUTION OF THE ATTACHED ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT AS TO THE INTERLOCAL AGREEMENT PROVIDING FOR THE DISTRIBUTION OF PROCEEDS ACCORDING TO THE FLORIDA EMERGENCY TELEPHONE ACT.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves and authorizes the appropriate City Officials to execute the attached Assignment, Delegation, and Release Agreement as to the Interlocal Agreement providing for the distribution of the proceeds according to the Florida Emergency Telephone Act among Broward County, the Sheriff of Broward and the City, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form and legality by the City Attorney.

Section 2: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 18 day of Sept, 2013.



PETER BOBER, MAYOR

ATTEST:

  
PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the  
City of Hollywood, Florida, only.

  
JEFFREY P. SHEFFEL  
CITY ATTORNEY

**ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT AS TO THE  
INTERLOCAL AGREEMENT PROVIDING FOR DISTRIBUTION OF THE PROCEEDS  
ACCORDING TO THE FLORIDA EMERGENCY TELEPHONE ACT**

THIS ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT AS TO THE INTERLOCAL AGREEMENT PROVIDING FOR DISTRIBUTION OF THE PROCEEDS ACCORDING TO THE FLORIDA EMERGENCY TELEPHONE ACT ("Assignment") is made by and among SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA ("Sheriff"), BROWARD COUNTY, a political subdivision of the State of Florida ("County"), and the Florida municipal corporation or Independent Special District subscribing to this Assignment as evidenced by the execution of its authorized representative below ("City").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PSAP Agreement. On or about January 14, 1992, the County and the City entered into an Interlocal Agreement providing for Distribution of the Proceeds According to the Florida Emergency Telephone Act relating to the City's Public Safety Answering Point ("PSAP Agreement").

2. No Amendments. To the best of the knowledge of the signators hereto, the PSAP Agreement has not been amended or modified in any way other than to periodically replace Exhibit A thereto in accordance with Section 4.1 of the PSAP Agreement. To the extent the terms of the PSAP Agreement were amended other than to replace Exhibit A thereto (hereinafter, any "Amendment"), the parties hereby agree and ratify the original terms of the PSAP Agreement prior to any such Amendment and expressly agree that any Amendment is hereby declared to be null and void *ab initio*, to the extent any such Amendment exists.

3. Performance Prior to Effective Date. The County performed all of its rights, duties and obligations under the PSAP Agreement up to and until the point in time at which the rights, duties and obligations of the County under the PSAP Agreement were assumed by and/or performed by the Broward Sheriff's Office.

4. Sheriff's Performance After Initial Assignment. At some point in time after the County and City entered into its Interlocal Agreement, the rights, duties and obligations of the County under the PSAP Agreement were assigned to the Sheriff. Thereafter and up to October 1, 2012 at 12:01 a.m. (the "Effective Date"), the Sheriff performed all of its rights, duties and obligations under the PSAP Agreement.

5. Performance After Effective Date. As of the "Effective Date", the County assumes all of its rights, duties and obligations under the PSAP Agreement, and the Sheriff and City agree and consent to the assumption by the County of such rights, duties and obligations under the PSAP Agreement as of the Effective Date. As of the Effective Date, the Sheriff relinquishes all right, duties and obligations under the PSAP Agreement including, if any, any

Amendment thereto, and the County and City hereby agree and consent to the relinquishment by the Sheriff of all such rights, duties and obligations under the PSAP Agreement.

6. Monthly Disbursements. The parties to this Assignment hereby agree that the monthly disbursements of funds due to the City on and after October 1, 2012 through and including April 1, 2013 ("Outstanding Monthly Disbursements"), are outstanding as of the execution date of this Assignment, and the parties agree and authorize the County to perform such Outstanding Monthly Disbursements within twenty (20) days of the complete execution of this Assignment by the County, Sheriff and City. The Outstanding Monthly Disbursements shall be in accordance with the terms of the PSAP Agreement and the annual maximum allocation attached hereto as Exhibit A, which the parties agree shall constitute the replacement Exhibit A to the PSAP Agreement for the period of October 1, 2012 through and including September 30, 2013. The parties agree and stipulate that the Outstanding Monthly Disbursements as set forth in this Section 5 shall be deemed timely and in full and complete compliance with the terms of the PSAP Agreement, notwithstanding any provision in the PSAP Agreement to the contrary.

7. One-Time Special Distribution. In addition to the Outstanding Monthly Disbursements, the County shall distribute a one-time special disbursement as set forth in Exhibit B hereto within twenty (20) days of the execution of this Assignment by the County, Sheriff, and City. This additional one-time special disbursement is the result of additional fee revenue from the State of Florida for the current fiscal year. This additional one-time special disbursement shall not affect on any monthly disbursement amounts and shall not count toward the maximum annual distribution amounts of Exhibit A.

8. No Default. The Sheriff, the City, and the County hereby represent and agree as follows: no notice of default has been given by any party under the PSAP Agreement; no party is in default of its obligations under the PSAP Agreement; and no known circumstances exist which, with the giving of notice or passage of time, would ripen into a default under the PSAP Agreement. All obligations of the parties under the PSAP Agreement up to the Effective Date of this Assignment have been fully performed by the respective parties.

9. Release. Sheriff, County and City hereby release and forever discharge each other, and their respective successors and assigns for all actions, causes of actions, suits, debts, damages, judgments, claims, demands, agreements, promises and obligations whatsoever, in law or in equity, which each party had, now has, or may have, or which any successor or assign of each party can, shall or may have, against the other party arising out of, related to, or in connection with actions or omissions under the PSAP Agreement prior to the Effective Date.

10. Execution. The Assignment is expressly subject to and contingent upon the approval and execution of this Assignment by the County, the Sheriff, and the City. The County Administrator shall execute the Assignment on behalf of the County under the authority granted by the Board with subsequent filing with the Broward Board of County Commissioners.



11. Conflicts. In the event of any conflict between the provisions of the PSAP Agreement and the provisions of this Assignment, the provisions of this Assignment shall control.

12. Severability. In the event any portion or provision of this Assignment is found to be unenforceable by any court of competent jurisdiction, that portion or provision shall be deemed severed from this Assignment and the balance of this Assignment shall remain in full force and effect.

13. Joint Preparation. This Assignment has been jointly prepared by the parties hereto, and shall not be construed more strictly against any party.

14. Applicable Law and Venue. This Assignment and the PSAP Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Assignment or the PSAP Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS ASSIGNMENT, THE PARTIES EACH HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS THE PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS ASSIGNMENT OR THE PSAP AGREEMENT.**

15. Third Party Rights. Nothing in this Assignment shall be construed to give any rights or benefits to anyone other than Sheriff, County and City.

16. Successors and Assigns. This Assignment shall inure to and be binding upon the authorized successors and assigns of the parties.

17. Headings. The information contained in the headings is for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

18. Multiple Copies. Multiple copies of this Assignment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**[REMAINDER INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment: BROWARD COUNTY SHERIFF, signing by and through himself in his official capacity or his duly authorized representative, BROWARD COUNTY through its County Administrator, authorized to execute same by the Broward County Board of Commissioners action on the 26<sup>th</sup> day of February, 2013, and CITY, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**SHERIFF OF BROWARD COUNTY**

By: \_\_\_\_\_  
SCOTT J. ISRAEL, As Sheriff of Broward County

Date: \_\_\_\_\_

Approved as to form and legal sufficiency  
subject to the execution by the parties:

By: \_\_\_\_\_  
Ronald M. Gunzburger, General Counsel  
Office of the General Counsel

Date: \_\_\_\_\_

**ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT AS TO THE INTERLOCAL AGREEMENT  
PROVIDING FOR DISTRIBUTION OF THE PROCEEDS ACCORDING TO THE FLORIDA EMERGENCY  
TELEPHONE ACT**

**BROWARD COUNTY**

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Witness)

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
Signature (Date)

\_\_\_\_\_  
Print Name and Title above

BROWARD COUNTY, by and through  
its Board of County Commissioners

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

By \_\_\_\_\_  
Andrea S. Froome (Date)  
Senior Assistant County Attorney

and

By \_\_\_\_\_  
René D. Harrod (Date)  
Assistant County Attorney

ASF/RDH:lw  
04/23/13  
13-099.01  
2013-04-23 PSAP Assignment Agreement

**ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT AS TO THE INTERLOCAL AGREEMENT  
PROVIDING FOR DISTRIBUTION OF THE PROCEEDS ACCORDING TO THE FLORIDA EMERGENCY  
TELEPHONE ACT**

CITY

ATTEST:

NAME OF CITY: \_\_\_\_\_

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

By: \_\_\_\_\_  
City Mayor

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 2013

I HEREBY CERTIFY that I have approved  
this Assignment as to form and legal  
sufficiency subject to execution by the parties:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Print name of City Attorney

**EXHIBIT A**

<b>Recipient</b>	<b>Maximum Distribution Amount</b>
Broward Sheriff's Office/PSB	\$1,932,274.00
Coconut Creek	\$101,378.00
Coral Springs	\$221,224.00
Fort Lauderdale	\$720,529.00
Hollywood	\$416,517.00
Margate	\$113,527.00
Pembroke Pines	\$297,108.00
Plantation	\$174,981.00
Pompano Beach	\$346,464.00
Sunrise	\$164,262.00

**EXHIBIT B**

**One Time Special Distribution**

<b>Recipient</b>	<b>One Time Special Distribution Amount</b>
Broward Sheriff's Office/PSB	\$ 323,373.00
Coconut Creek	\$ 16,966.00
Coral Springs	\$ 37,023.00
Fort Lauderdale	\$ 120,583.00
Hollywood	\$ 69,706.00
Margate	\$ 18,999.00
Pembroke Pines	\$ 49,722.00
Plantation	\$ 29,284.00
Pompano Beach	\$ 57,982.00
Sunrise	\$ 27,490.00

RESOLUTION NO. R-2020-188

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT WITH BROWARD COUNTY PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET.

WHEREAS, on September 18, 2013, the City Commission passed and adopted Resolution No. R-2013-263, which authorized the execution of the Regional Interlocal Agreement with Broward County Providing for Cooperative Participation in a Regional Public Safety Intranet ("Participation Agreement"); and

WHEREAS, Broward County proposed amendments to the Participation Agreement that are needed to align the performance standards and engagement process with the Operator Agreement the County has with the Broward Sheriff's Office, to ensure compliance with Criminal Justice Information System or Florida Department of Law Enforcement Standards, and to permit municipalities to procure special municipal services above the base level of services; and

WHEREAS, the Chief of Police recommends the appropriate City officials execute the attached First Amendment to the Participation Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached First Amendment to the Regional Interlocal Agreement with Broward County Providing for Cooperative Participation in a Regional Public Safety Intranet, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.


A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT WITH BROWARD COUNTY PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 26 day of August, 2020.

  
\_\_\_\_\_  
JOSH LEVY, MAYOR

ATTEST:

  
\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

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

  
\_\_\_\_\_  
DOUGLAS R. GONZALES  
CITY ATTORNEY





**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE  
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

**AND**

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD  
COUNTY AND THE CITY OF \_\_\_\_\_ PROVIDING FOR COOPERATIVE PARTICIPATION IN A  
REGIONAL PUBLIC SAFETY INTRANET**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

**RECITALS**

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement ("RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the

base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

E. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.
3. The effective date of this First Amendment shall be January 1, 2021.
4. The Parties agree and approve that both the Participation Agreement and the RILA are intended, and shall be interpreted, to provide for the following delineation of responsibilities for the System: County is the owner and provider of the Consolidated Regional E-911 Communications System; Operator is engaged by County to provide System Services to the Participating Communities, including call-taking, dispatching, and teletype (queries only); the Operational Review Team (ORT) is responsible for review of operational issues that may affect field operations of the fire and law disciplines and communicating these issues to the stakeholders.

#### **Amendments to the Participation Agreements**

5. Article 2, Definition, of the Participation Agreement is amended as follows:

2.1 **Administrator**. The term "Administrator" or "County Administrator" shall mean the County Administrator of Broward County government by the Charter of Broward County, Florida.

~~2.2 **Agreement**. The term "Agreement" shall mean this Agreement between COUNTY and MUNICIPALITY.~~

- ~~2.2~~ **2.2 Administrative Call.** The term "Administrative Call" shall mean a call received in a Host PSAP that is not an Emergency Call or a Non-Emergency Call and is specific to a Participating Community. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.

**2.3 Base Level of Services.** The minimum level of System Services provided to all Participating Communities by the Operator of the System that meets the following requirements: (i) call intake staffed at a level to provide that 90% of all emergency calls arriving at a PSAP are answered within 3 to 5 seconds; (ii) a single radio talk group, staffed by a single radio operator, should not, during any four-hour block of time, exceed a weighted 0.4 Erlangs or a weighted answer delay of 10 seconds or greater; (iii) sufficient to support retention of Operator's emergency medical dispatch, emergency fire dispatch, and emergency police dispatch certifications; (iv) staffed at a level to provide supervision of dispatch operators on a ratio of 6:1 (dispatch operators to supervisor); and (v) County-provided independent qualitative performance review of call-takers and dispatchers. Base Level of Services shall not include any special services that are separately negotiated or purchased by a Participating Community.

\* \* \*

**2.12 Non-Emergency Call.** The term "Non-Emergency Call" shall mean a call received in a Host PSAP that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

6. Section 2.16 of the Participation Agreement is amended as follows:

**2.16 Participating Communities.** The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the County, that enter into this Standard an Agreement with County for participation in the Consolidated Regional E-911 Communications System in substantially the form of this Agreement, as amended.

7. Section 4.1 of the Participation Agreement is amended in relevant part as follows:

**4.1** County shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for County's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities that provides the Base Level of Services to all Participating Communities. The Consolidated Regional E-911 Communications System shall be implemented through County government. County shall provide for the management, administration, oversight, and operations of the Consolidated Regional E-911 Communications System. Operational data shall be reviewed on an annual basis, and results from the review will be used as the basis for determining the staffing level for System Services to support the Base Level of Service for the subsequent fiscal year. No dispatch consolidation modifications

relative to System Services for any Participating Community shall be made based upon the element of Base Level of Services identified in Section 2.3(ii) (namely, the answer delay in a four-hour block of time for a single radio talk group staffed by a single radio operator) ("Consolidated Talk Group Change") until an analysis is completed by Fitch & Associates (or other consultant competitively procured by County) based upon no less than twelve (12) months of operational data after the cutover to the P25 digital trunked simulcast radio system. Furthermore, County shall provide the affected Participating Communities with said data and the proposed Consolidated Talk Group Change at least thirty (30) days prior to any such modification. Within that thirty (30) day period, County shall meet with the public safety officials of the affected Participating Communities to seek mutual acceptance of the proposed Consolidated Talk Group Change. In the event mutual acceptance is not achieved, the proposed Consolidated Talk Group Change will go through the engagement process for final resolution. The System shall operate in accordance with policies, rules, and procedures approved through County workgroups, governance, and/or technical boards created to improve the communications infrastructure and overall Consolidated Regional E-911 Communications System. The System shall operate subject to the control, internal operating rules and regulations of County. County, Operator, and Participating Communities agrees to comply with the requirements of the applicable Management Control Agreements relating to COUNTY operation of the Regional Public Safety Infrastructure at Host PSAP(s).

8. Section 4.3 of the Participation Agreement is amended in relevant part as follows:

... Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with Operator the Broward Sheriff's Office to authorize the use of the Participating Community's FDLE router. All applicable parties, including County, Operator, Broward Sheriff's Office, and Participating Community, agree to comply with all applicable Criminal Justice Information System (CJIS) and Florida Department of Law Enforcement (FDLE) requirements, and County and Participating Community each agree to enter into agency user agreements, security addendums, or other agreement(s), as required for CJIS compliance, and ensure that its employees and vendors with access to criminal justice information or systems similarly cooperate and comply with CJIS requirements, including execution of any necessary security addendums or other agreements and routinely providing updated security and employee information as required for CJIS compliance.

9. Section 4.4 of the Participation Agreement is amended in relevant part as follows:

4.4 As set forth in the agreement between County and the Operator, which includes an engagement process for the participation of public safety organizations within Broward County, County shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The

operation and efficiency performance criteria for the System (the "Standards") shall be as set forth ~~on Exhibit "B" (the "Standards")~~; ~~provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP in the agreement between County and Operator.~~ Any change in the Standards must be approved in advance by County and the Operator in accordance with the Operating Agreement, and by a simple majority vote of the Fire Chiefs and the Police Chiefs of all Participating Communities. County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

10. Section 4.7 of the Participation Agreement is amended in relevant part as follows:

4.7 The COUNTY shall be responsible for the establishment, coordination, and support of any workgroup, governance, and/or technical boards created for the purpose of ~~providing recommendations to the County Administrator on the operation of the~~ improving the County's regional communications infrastructure and overall Consolidated Regional E-911 Communications System. Membership of any such workgroup or boards may include, but not be limited to, representatives from COUNTY, Participating Communities, and Operator. The Operational Review Team (ORT) shall consist of three (3) members appointed by the Fire Chiefs Association, three (3) members appointed by the Police Chiefs Association, and one (1) member appointed by the City Managers Association. The ORT shall review and recommend operational changes that may affect first responders (as defined in Section 112.1815(a), Florida Statutes) to improve the operation of the System, to the extent necessary, in accordance with the Engagement Process set forth in Exhibit C. The Participating Communities hereby appoint the ORT to act in accordance with the Engagement Process on behalf of the Participating Communities collectively as set forth in Exhibit C. County may condition any requested service above Base Level of Services on the applicable Participating Community(ies) funding any increased operational or equipment costs; no Participating Community shall be obligated to pay any additional amount for System Services above Base Level of Services without the prior written consent of that Participating Community.

11. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.
12. The Participation Agreement is amended to include Exhibit C as attached hereto.

#### Amendments to the Regional Interlocal Agreements

13. Section 2.19 of the RILA is hereby amended as follows:

2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, ~~a list of which are included in Exhibit G,~~ as well as those developed in the future and issued to City by County. Any new policies

or standard operating procedures, or material modifications to existing policies or standard operating procedures, shall be developed by the applicable governance boards. City agrees to comply with any enforcement actions required by these policies and procedures ~~for~~, including Subscriber Maintenance and to prevent misuse or abuse of the RPSI Trunked Radio System.

14. Section 2.23 of the RILA is hereby amended as follows:

2.23 City is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to City subscribers as provided in Exhibit B. City may utilize the services of a third-party vendor approved in advance by County to provide maintenance of City subscribers, or City may contract with County for a fee for a combination of the aforementioned services or for all of the above services.

15. Section 3.2 of the RILA is hereby amended as follows:

3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4; notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement pursuant to its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement.

16. Exhibit B of the RILA is amended to replace the diagram titled "Broward County – ILA Radio Network Fire Station Alerting System DMARC" with the diagram of the same title attached hereto.

17. Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.

18. This First Amendment 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.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2020, and MUNICIPALITY, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**BROWARD COUNTY**

WITNESS:

BROWARD COUNTY, by and through  
its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name of Witness)

By \_\_\_\_\_  
René D. Harrod (Date)  
Deputy County Attorney

RDH  
06/04/2020  
First Amendment Participation Agreement  
#343020.15

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE  
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

**AND**

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD  
COUNTY AND THE CITY OF \_\_\_\_\_ PROVIDING FOR COOPERATIVE PARTICIPATION IN A  
REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

ATTEST:

CITY OF \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MAYOR

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I HEREBY CERTIFY that I have approved  
this First Amendment as to form and legal  
sufficiency subject to execution by the Parties:

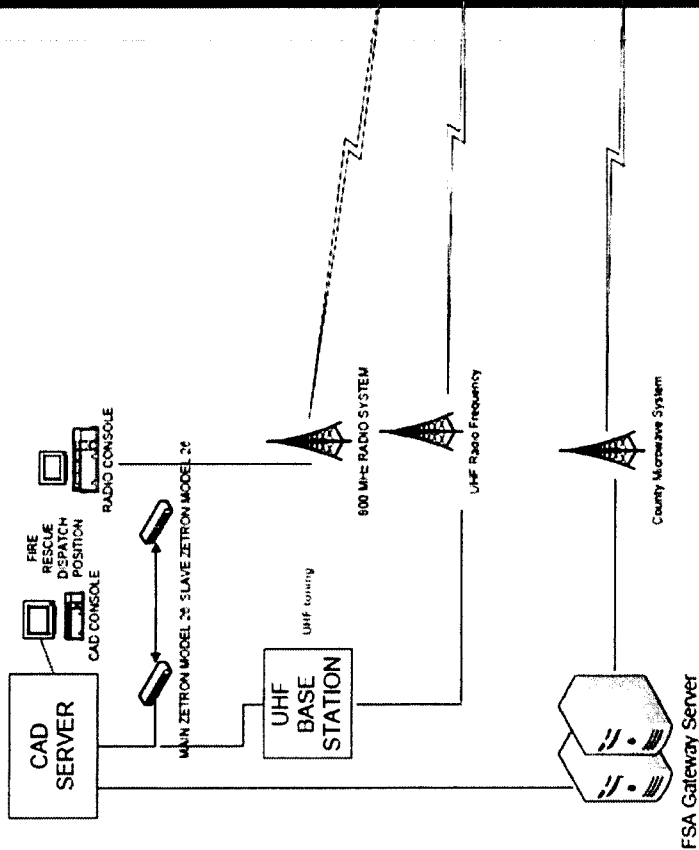
\_\_\_\_\_  
City Attorney



# **Broward County – ILA Radio Network** **Fire Station Alerting System DMARC**

RP31 – Fire Station Alerting System  
 Logical Network Design Overview Broward County Radio System  
 Broward County/City Responsibilities

## COUNTY RESPONSIBILITIES



**Regional Radio System Resources:**

- Fire Alerting System Network Management
- Fire Alerting System Core Infrastructure
- Fire Alerting System Infrastructure - Maintenance & Services

COUNTY - PSI - ILA - Regional Fire Station Alerting System Demarcation Point

Item 1 of 1

## **EXHIBIT C**

### **Engagement Process<sup>1</sup>**

#### **Step 1: Issue Identification and Proposed Resolution**

- 1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.
- 2) Issues would be considered first by the existing Operational Review Team (ORT).
  - a) The Operational Review Team (ORT) will meet regularly to address issues (typically both fire rescue and law enforcement disciplines together).
  - b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.
    - i) If the issue only involves a single agency, the issue would move to subparagraph 4.
  - c) The ORT should be chaired by a uniformed member determined by the ORT members. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.
- 3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.
- 4) The ORT would recommend approval or denial of the item.
- 5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.
- 6) BSO and County would consider the item under the following guidelines:
  - a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

---

<sup>1</sup> For purposes of this engagement process, the Stakeholders shall include the County and Operator and Participating Municipalities.

b) County would consider any logistical impacts from the proposed issue resolution as it relates to the County's technology (i.e. CAD, radio, 911 system, etc.). County would also consider any potential fiscal impacts, though the final arbiter of funding should reside with the County's budget office. Finally, County would evaluate the issue and proposed resolution against the Regional 911 System's overarching goals and objectives.

c) If the issue involved only a single agency (see 2b above), County and the involved agency would discuss if the municipality desires to fund the change/improvement if the solution is beyond the base services provided by the County.

d) If the issue is denied by the ORT, the proposer may elect to advance the issue to Step 3.

7) Once approved by all three stakeholder groups (ORT, BSO, County), the issue advances to Step 2.

8) If the issue is not approved by any of the stakeholders in 7) above, the proposer may elect to advance the issue to Step 3.

#### **Step 2: Approval by End-Users**

1) Issues approved by all three stakeholder groups will be approved by fire chiefs and/or police chiefs.

a) While ORT will often be comprised of operational managers from law enforcement and fire rescue agencies, approval at Step 2 requires the specific review and approval from the chief of the department for each law enforcement and/or fire rescue as applicable.

b) Summary of the issue and proposed resolution, as prepared and approved at Step 1, will be sent to the chief of the department for law enforcement, fire rescue or both as the issue may require.

c) Items, as summarized at Step 1, will be balloted to chiefs of department electronically. The chair of the relevant ORT shall ensure the written summary of the issue is forwarded to the respective Association president for distribution to each chief of Department.

d) Each chief of department is expected to review and approve or not approve the item.

e) Consistent with the existing practices for both the Fire Chiefs Association and Police Chiefs Association, a simple majority is sufficient for the item to be approved. Ultimately the determination of each professional Association, and of the methods by which they approve items, is left within the purview of that Association.

2) Upon approval at Step 2, the item will move to Step 4 for implementation.

### **Step 3: Escalation to Chief Administrative Officers**

- 1) Should an issue not garner support for approval at Step 2, the proposer or other stakeholder may elect to escalate the issue to their respective chief administrative officer (city manager, county administrator, or Sheriff) as may be applicable.
- 2) The chief administrative officer (or designee) of the agency or agencies seeking to escalate the issue may elect to uphold the determination made at Step 1 or Step 2, or confer with the chief administrative officers (or designees) of other stakeholders.
- 3) The chief administrative officers of all stakeholders, should they agree, may also direct a specific resolution to the issue; request ORT reconsider the issue; or take other actions as they determine in the best interest for their local government.

### **Step 4: Implementation**

- 1) Issues identified at Step 1, and approved at either Step 2 or Step 3, shall move to Step 4 for implementation.
- 2) County will facilitate the implementation with the active support of other stakeholders.
- 3) County will monitor and report to all stakeholders the progress and issues approved for implementation.
- 4) ORT members are expected to keep the Participating Communities and their respective agencies informed of issues undergoing implementation.

Note: For all approvals required by ORT, a simple majority vote of the ORT constitutes approval of the item except as expressly stated in Step 2 at Section (1)(a).



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

August 3, 2020

To: Municipal Managers

**Subject: Amendments to the Participation Agreement for E911 Communications System**

Dear Municipal Managers:

As communicated earlier this year, the amendments to the Participation Agreement and Regional Interlocal Agreement are needed to align the performance standards and engagement process with the Operator Agreement the County has with the Broward Sheriff's Office; to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements; and to permit municipalities to procure special municipal services above the base level of services.

The path to this agreement was reached by many hours of review, follow up discussion with staff and stakeholders, as well as a presentation at the BCCMA. This was undertaken with an eye towards uniting two agreements into one overarching document that can be used to direct the efficient operation of the Regional Consolidated Public Safety Dispatch System while delineating the responsibilities of all participants.

Your expeditious consideration is appreciated. Please note that should the amended agreements not be approved, the County will continue to provide services in accordance with the existing agreements, and in the absence of executed amended agreements, the County will unilaterally provide service in accordance with its commitment and responsibilities as established upon assumption of the regional consolidated dispatch program in 2014.

In my previous communication dated February 26, 2020, we requested that each City Commission approve the agreement by March 31<sup>st</sup>. Although several municipalities were successful in approving the agreement before the end of March, we are all aware of the impact felt globally by the pandemic. In the interim, we also received additional feedback from which a few updates were made to the document.

Attached is the updated version of the First Amendment to the Agreement for Participation in the Consolidated Regional E-911 Communications System and Regional Interlocal Agreement. **This is the version that should be considered by every City Commission as soon as possible and no later than September 1, 2020.**

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine  
[www.broward.org](http://www.broward.org)

Municipal Managers  
Amendments to the Participation Agreement for E911 Communications System  
August 3, 2020

We request that you schedule this item for your commission's approval as promptly as possible.

If you have any questions, please contact Tracy Jackson at 954-831-3908 or [tjackson@broward.org](mailto:tjackson@broward.org).

Sincerely,

  
Bertha Henry  
County Administrator

Attachment

cc: Andrew J. Meyers, County Attorney  
Tracy Jackson, Director, Regional Emergency Services & Communications

**REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND  
THE CITY OF HOLLYWOOD PROVIDING FOR COOPERATIVE PARTICIPATION  
IN A REGIONAL PUBLIC SAFETY INTRANET**

This Regional Interlocal Agreement ("Agreement") is made and entered into by and between Broward County ("County"), a political subdivision of the State of Florida, and City of ~~Hollywood~~ Hollywood ("City"), a Florida municipal corporation (collectively City and County referred to as the "Parties") providing for cooperative participation in a Regional Public Safety Intranet ("RPSI").

WHEREAS, this Agreement is entered into pursuant to §163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, County is to establish, with cooperation of Broward cities, a county-wide interoperable public safety intranet that can support closest unit response in life-threatening emergencies and regional specialty teams; and

WHEREAS, the Parties desire to satisfy the intentions of the Broward County Charter by insuring that someone with a life-threatening emergency receive care from the closest available emergency vehicle; and

WHEREAS, the City agrees to work towards insuring someone with a life-threatening emergency receive care from the closest available emergency vehicle, including pursuing automatic aid agreements with neighboring cities who utilize the county-wide CAD system; and

WHEREAS, the Parties desire to enhance radio interoperability by interconnecting County and City public safety radio users and to enhance information sharing by interconnecting County and City public safety data users; and

WHEREAS, County maintains a Trunked Radio System, Computer Aided Dispatching ("CAD") System, Automated Vehicle Location ("AVL") System, a Law Records Management System ("LRMS"), and a Fire Records Management System ("FRMS") as part of its public safety intranet that supports county-wide police, fire, and emergency services; and

WHEREAS, the Parties desire to make the most efficient use of their technical resources to enable the Parties to cooperate with each other to provide quality county-wide public safety communication services;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises, set forth, the Parties agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

- 1.1 Advanced Tactical Mapping ("ATM"): A component of the RPSI that provides computer aided dispatch mapping. In conjunction with AVL, these maps pinpoint the real time location, availability, status, and routing of emergency vehicles which ultimately enhance response times.
- 1.2 Automated Vehicle Location ("AVL") System: A component of the RPSI that provides GPS-based tracking of public safety vehicles. AVL facilitates closest unit response when coupled with a common CAD platform.
- 1.3 Board of County Commissioners: The term "Board of County Commissioners" shall mean the Board of County Commissioners of Broward County, Florida.

- 1.4 Capital: The term "Capital" shall mean costs for machinery, equipment, vehicles or other tangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. The term shall exclude call-taking and dispatch equipment and other capital items that are purchased by County pursuant to the provisions of Section 5.03A of the Charter of Broward County.
- 1.5 Change Management Requests ("CMR"): The process used to specify the times and conditions when designated tasks can be performed on all software and hardware affiliated with the RPSI including but not limited to the Trunked Radio System, Public Safety Network, Computer Aided Dispatch (CAD) System, E-911, etc. The CMR is more fully explained in Exhibit D.
- 1.6 Computer Aided Dispatch ("CAD") System: A component of the RPSI that has as one of its functions, in conjunction with the AVL System, the ability to assist a radio dispatcher in identifying and dispatching public safety vehicles and personnel closest to the scene of an incident.
- 1.7 Contract Administrator: County's Director of the Office of Communications Technology.
- 1.8 County: The term "COUNTY" shall mean the government of Broward County, acting through the Board of County Commissioners or its designee.
- 1.9 Demarcation Points: A "Demarcation Point" or "Demarc" identifies a responsibility boundary between City-responsible items and County-responsible items. Exhibit B further defines and visually portrays the RPSI Demarcation Points and entity responsibilities on a portion-by-portion basis.
- 1.10 Equipment: The County-owned and maintained items listed in Exhibit C and any other County-provided items.
- 1.11 Fire Records Management System ("FRMS"): A component of the RPSI that archives fire-related dispatch records and information.
- 1.12 Fire Rescue Frontline Vehicles: Vehicles that are typically dispatched in the initial stages of an incident for the protection and preservation of life, property, and the environment. Vehicles whose primary purpose is responding to emergencies where time is critical, *i.e.*, Fire Engines (Pumpers), Ladder Trucks, Medical Rescue Vehicles, and Shift Commanders. Frontline vehicles are staffed and dispatched and do not include resources held in a reserve or staff capacity.
- 1.13 Fire Station Alerting: Allows regional and non-regional communication centers to efficiently respond to emergencies by managing the assets of multiple fire stations. Public Safety Dispatch Centers can dispatch an engine, ambulance, entire station, or multiple stations by selecting them on their computer screen or by the push of a few buttons.
- 1.14 Hosted Master Site: The Hosted Master Site is the central hub for all analog and secure two-way radio voice processing. The Motorola Hosted Master Site replaced the County owned SmartZone Controller which was at end of life. The Hosted Master site uses Motorola's SmartX solution inclusive of analog to digital site converters which will allow the existing SmartZone 3.0 Radio Network to communicate to a P25 IP platform.
- 1.15 Law Records Management System ("LRMS"): A component of the RPSI that archives law enforcement dispatch records and information.
- 1.16 NetMotion: A component of the RPSI that improves mobile data network performance, encryption, communication stability, and roaming between disparate private and public wireless networks.



- 1.17 **Network Mobility Zone ("NMZ"):** A component of the RPSI which extends the public safety network to multiple jurisdictions. The network mobility zone provides the mobile data and remote facility user's access to the core of the Public Safety Intranet applications.
- 1.18 **Non-Dispatch Facility:** A City owned facility hosted by the infrastructure, applications, and services of the RPSI. A non-dispatch facility does not receive E-911 calls nor does it provide City-wide or county-wide dispatch services. A non-dispatch facility may require access to FRMS, Read-Only CAD Services, and PMDC via their owned and operated Local Area Networks. The City-County demarcation boundaries are outlined in Exhibit B.
- 1.19 **Non-Regional Dispatch Center ("NRDC"):** A cooperative dispatch center providing E911 call taking and dispatch services for a municipality. A NRDC is also hosted by the infrastructure, applications, and services of the RPSI. A NRDC supports the overall goals of closest unit response, radio interoperability, and data sharing and utilizes the Regional CAD and County-Wide Radio System. The County will be solely responsible for designating each qualifying dispatch center as a NRDC based upon the dispatch center's participation in the regional system. Upon such written designation by the County, the dispatch center will qualify as a NRDC under this Agreement unless and until the County otherwise designates in writing or the Agreement is otherwise terminated.
- 1.20 **Peripheral Equipment:** The City-owned and maintained items listed in Exhibit C and any other City-provided items. Peripheral equipment includes but is not limited to Ethernet cabling, mouse, keyboard, speakers, printers, etc.
- 1.21 **Project:** The integration of a regional public safety intranet comprised of radio and data systems, benefiting public safety agencies within Broward County that choose to participate.
- 1.22 **Project Charter:** Outlines the requirements, direction, constraints, and collectively accepted deliverables within a project. In addition, the charter will act as a guideline for the project manager and project team members to establish scope, schedule, and cost pertaining to the Project. The Project Charter template is further explained and listed in Exhibit E. Upon written confirmation by both parties, the completed Project Charter (including any subsequent updates by the parties) shall be automatically substituted and incorporated herein and shall operate as Exhibit E to this Agreement.
- 1.23 **Project Manager:** An employee of the County who is assigned by the Contract Administrator to provide day-to-day management of the Project from inception to completion.
- 1.24 **Public Safety Network ("PSN"):** A component of the RPSI which provides the communication connectivity and network infrastructure for data portions of the RPSI.
- 1.25 **Regional Dispatch Center ("RDC"):** A cooperative and consolidated dispatch center providing E911 call taking and dispatch services for multiple jurisdictions. A RDC is also hosted by the infrastructure, applications, and services of the RPSI. A RDC supports the overall goals of closest unit response, radio interoperability, and data sharing and utilizes the Regional CAD and County-Wide Radio System. The County funds the personnel and operating expenses associated to a regional dispatch center. The County will be solely responsible for designating each qualifying dispatch center as a RDC based upon the dispatch center's participation in the regional system. Upon such written designation by the County, the dispatch center will qualify as a RDC under this Agreement unless and until the County otherwise designates in writing or the Agreement is otherwise terminated.
- 1.26 **Regional Public Safety Intranet ("RPSI"):** The overall collection of Equipment – including but not limited to County's Trunked Radio System, Public Safety Network, and Public Safety Applications

- that constitutes the Regional Public Safety Intranet. City-owned equipment interfaces to the County-owned RPSI.
- 1.27 Service Level Agreements ("SLA"): Defines an expected level of service segregated into various categories: System performance, trouble resolution, operations, and administration. The Service Level Agreements are further explained and listed in Exhibit F.
- 1.28 SmartZone: A component of the RPSI that interconnects disparate radio systems to provide county-wide coverage for roaming, efficient use of channels, and voice communication interoperability.
- 1.29 Subscriber Maintenance: Refers to City's responsibility to maintain the City owned user's equipment. Subscriber maintenance is further explained in Exhibit B.
- 1.30 System Maintenance: Refers to County's responsibility to maintain the regional public safety intranet (RPSI) as described in Exhibit B.
- 1.31 Trunked Radio System: County's Trunked Radio Communications System, a major portion of which is used by police and fire rescue personnel within Broward County. County currently owns and operates a twenty-eight (28) channel 800 MHz trunked simulcast SmartZone radio system.

## **ARTICLE 2**

### **SCOPE OF WORK**

- 2.1 County and City agree to install the necessary Equipment and Peripheral Equipment and perform their respective required tasks in accordance with the Statement of Work (Exhibit A).
- 2.2 The work to be done shall be referenced, for convenience, according to the project designations and as further identified and detailed in the Exhibit A Statement of Work.
- 2.3 County agrees that the Trunked Radio System will meet appropriate coverage, functionality, and availability parameters and accepted industry standard levels of performance as determined by Federal Communications Commission (FCC), Telecommunications Industries Association (TIA), and Association of Public Safety Communication Officials (APCO) standards together with manufacturers' specifications.
- 2.4 County shall own all Equipment the County supplies to City pursuant to this Agreement.
- 2.5 City shall provide County access to the City's equipment rooms to the extent required for the installation of the County-owned equipment and integration of any applicable City system into the RPSI. City will exercise due care to ensure that the electrical, security, and environmental requirements are maintained for such equipment rooms.
- 2.6 County agrees that the CAD, AVL, FRMS, LRMS, Mobility Zone, and Public Safety Network functionalities supplied to City shall also meet appropriate performance levels as defined in Exhibit F.
- 2.7 The Regional Public Safety Intranet will perform based on the specifications of any given application being run on the system as defined in the Exhibit A (Statement of Work). The RPSI shall allow for exchange of information amongst public safety users.
- 2.8 City shall be responsible for supplying County with needed uninterruptible power system (UPS) electrical power, electrical wiring, heating ventilating and air conditioning (HVAC), and standby power generation to meet manufacturer guidelines and operational standards established by County for dispatch center Equipment.

- 2.9 City agrees to allow County, with notice to City and monitoring by City personnel, to assist in troubleshooting a City local area network (LAN) which adversely impacts the Regional Public Safety Intranet. City agrees to correct any problems found in an expeditious manner.
- 2.10 City agrees to comply with the Demarcation Point division of responsibilities for the RPSI as provided in Exhibit B.
- 2.11 County shall maintain all systems outlined as "County responsibility" in Exhibit B over the life of this Agreement.
- 2.12 City shall maintain all systems outlined as "City responsibility" in Exhibit B over the life of this Agreement.
- 2.13 County shall not be responsible for the payment of any taxes, insurance, and utilities for City owned facilities.
- 2.14 Access to City's facilities for County personnel, or County's subcontractors, consistent with City security practices and procedures, shall be unlimited as to time and day.
- 2.15 City shall be responsible for any and all maintenance and repairs to the existing City owned facilities and any upgrades to such facilities. City shall maintain the structural and operational integrity of all associated City owned facilities and supporting equipment including but not limited to: batteries, buildings, cable plant, generators, roof, skylights, walls, foundations, sidewalks, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating systems, air conditioning systems, plumbing, electrical and all other structural components.
- 2.16 Prior to the issuance of the Notice to Proceed from the County's Contract Administrator to the contractor, the Parties shall develop a mutually acceptable Project Plan inclusive of Project Charter (Exhibit E), project schedule, and communication plan set forth, among other things, (i) selected tasks, deliverables, and activities required of each party, including all dates by which the responsible party must complete such activity, (ii) the milestones and the agreed upon date for completion of each milestone; and (iii) the date for System Acceptance. This development shall constitute a Detailed Design Review. The Project Schedule shall be in the form of a progress chart of suitable scale to appropriately indicate the percentage of work scheduled for completion at any time. Each party represents that it will act in good faith to establish the Project Schedule within thirty (30) days of a signed contract between the County's Contract Administrator and the contractor and that the number of days established will be reasonable as to each activity.
- 2.17 Upon City's concurrence with, and County's acceptance of, the Detailed Design Review and Project Schedule submitted to County, County will provide contractor with a Notice to Proceed.
- 2.18 Effective with the execution of this Agreement, City shall become a voting member of the Regional Public Safety Communications Committee ("RPSCC") (or equivalent committee that has the authority to make technical decisions with regard to major upgrades and configuration changes to the RPSI) and other applicable governance boards to the extent approved by County.
- 2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, a list of which are included in Exhibit G, as well as those developed in the future and issued to City by County. City agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the RPSI Trunked Radio System.
- 2.20 County and City shall jointly be responsible for developing desired fleet mapping and programming of all subscriber units and system parameters necessary to meet the operational requirements.

- 2.21 SmartZone operation shall be limited to public safety users only.
- 2.22 City acknowledges that the services to be performed under this Agreement, relative to County's responsibilities, shall be performed by County and/or its contractors and shall be under the sole supervision and direction of County. At City facilities, City may monitor installation work done by the County, its employees, agents, and subcontractors. Likewise, County acknowledges that the services to be performed under this Agreement relative to City's responsibilities shall be performed by City and/or its contractor(s) and shall be under the sole supervision and direction of City. County may monitor installation work done by the City, its employees, agents, and subcontractors.
- 2.23 City is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to City subscribers as provided in Exhibit B. City may utilize the services of a third party to provide maintenance of City subscribers, or City may contract with County for a fee for a combination of the aforementioned services or for all of the above services.
- 2.24 County shall reprogram all City subscriber radios and control stations for operation on the County's Trunked Radio System.
- 2.25 City is responsible for all removals and installations of its subscriber equipment.
- 2.26 County agrees that it will not implement any changes/enhancements to the RPSI that could adversely affect the City system subscribers unless directed to do so by federal or state mandates as stated in Section 3.3 of this Agreement or otherwise agreed to, in writing, between the parties. Prior written notice as defined in Exhibit D shall be made by County to City for proposed changes and their potential effect on City operations. Should City or County desire to perform changes to the facility or the RPSI that may impact the Equipment or services provided by the County, the Change Management Request (CMR) procedures (Exhibit D) will be followed.
- 2.27 The parties agree that any and all drawings, plans, specifications or other documents or materials will be reviewed by City and County, or its sub-contractors to ensure that they are: (a) consistent with the City and County requirements for the Project; (b) sufficiently fit and proper for the purposes intended; and (c) comply with all applicable laws, statutes, building codes, and City and County guidelines or regulations, which apply to or govern the Project. City's approval, acceptance, use of or payment for all or any part of County's services under this Agreement or of the Project itself shall in no way alter County's obligations or City's rights. Copies of all items shall be provided to City and County. The Project Charter will be used to identify the requirements and expectations set forth by City and County.
- 2.28 In the event that County or City believe that any aspect of a Project is not in compliance with approved plans or applicable codes, or that work cannot be completed as designated, County or City shall notify the appropriate other party within the next business day after discovery, in writing or electronically, as to the reason(s) the proposed portion of the work is not in compliance or not feasible to meet the scope of services to be provided in this Agreement.
- 2.29 City agrees to complete a joint Acceptance Test Plan (Exhibit A, Attachment 2) with County to inspect County's or the contractor's performed work on the System to determine if it meets the City's operational needs and County's requirements.
- 2.30 City public safety users shall have equal accessibility to County's RPSI similar to other public safety agency subscribers.
- 2.31 City agrees to purchase all necessary City subscriber equipment as described in Exhibit B within ninety (90) days of the City providing written notice to County exercising its option to participate in a regional public safety intranet consisting of any one or combination of the following: Trunked Radio System, CAD, ATM, AVL, FRMS, LRMS, or PSN.

- 2.32 City agrees to provide County or County's contractor, for the term of the Agreement, with facility space associated with the on-site maintenance, troubleshooting, and repair of all County Equipment.

### **ARTICLE 3**

#### **TERM**

- 3.1 The obligation of the Parties to perform under this Agreement shall commence upon the date of the last party executing this Agreement ("Effective Date").
- 3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4.
- 3.3 The terms of this Agreement may be amended if a state or federal regulatory agency mandates significant technological modifications of the system requiring a major reconfiguration or upgrade. In such instances, the Parties shall meet to determine an appropriate solution and funding. In the event the parties are unable to reach an agreement regarding state or federal mandates for technological modifications and/or funding of said modifications, either party may terminate the Agreement for cause pursuant to Article 4.

### **ARTICLE 4**

#### **TERMINATION**

- 4.1 This Agreement may be terminated by the County or City for convenience upon providing written notice to the other party at least 365 days prior to the effective date of such termination.
- 4.2 The failure of the City to perform its responsibilities as set forth herein for a period of thirty (30) calendar days after written notice by County shall constitute a breach of this Agreement. In the event the City fails to cure the breach within such thirty (30) day period, County may immediately terminate this Agreement upon written notice to the City.
- 4.3 City recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for County's budget year funding. If in any budget year, funding, for any reason, is not provided to cover the County's responsibilities and obligations under this Agreement, this Agreement may be terminated by County without penalty upon written notice to the City.

### **ARTICLE 5**

#### **COMPENSATION**

- 5.1 Section 318.21(9), Florida Statutes, requires that Twelve dollars and fifty cents (\$12.50) from each moving traffic violation must be used by the County to fund the County's participation in an intergovernmental radio communication program approved by the Department of Management Services. City understands such revenue generated within its jurisdiction will be used by the County to help fund the RPSI's operating costs.

### **ARTICLE 6**

#### **ADDITIONAL SERVICES**

- 6.1 It is mutually acknowledged that during the term of this Agreement it may be desirable to change the scope or extent of the maintenance services or to have County substitute items of Equipment and/or provide new items of Equipment. The parties also recognize that during the term of this Agreement, additions, changes, or modifications may be necessary or desirable to carry out the intent or purpose of this Agreement. The Parties agree that during the term of this Agreement

they will negotiate in good faith any requested changes to the scope or extent of the maintenance services or to substitution of items of Equipment and/or provision of new items of Equipment and other services proposed by County. All requested changes to the scope or extent of the maintenance services or to substitution of items of Equipment and/or provision of new items of Equipment, upgrades and other proposed additional services are subject to funding availability.

- 6.2 Any and all modifications to the terms and conditions of this Agreement must be contained in a written amendment executed by both parties with the same formalities as set forth herein. Should City or County desire to perform changes to the facilities, the RPSI or PSN that may adversely impact the Equipment provided by the County, the Change Management Request (CMR) procedures (Exhibit D) will be followed.

#### **ARTICLE 7** **FREQUENCY USAGE**

- 7.1 City agrees to authorize County, pursuant to state and federal regulations, to integrate City's 800 MHz frequencies into County's public safety intranet for the purpose of building a regional public safety intranet benefiting public safety agencies within Broward County that choose to participate.
- 7.2 City agrees to authorize County, pursuant to state and federal regulations, to integrate City's eligible 700 MHz frequencies into County's public safety intranet for the purpose of building a regional public safety intranet benefiting public safety agencies within Broward County that choose to participate.
- 7.3 City shall continue to maintain its radio frequency license ownership and, therefore, shall comply with all applicable federal, state and local laws and regulations to maintain such licensure.
- 7.4 County shall assist City with filing appropriate documents to facilitate County's usage of the 800 MHz frequencies, including documents regarding Federal Aviation Administration (FAA) or FCC licensure.
- 7.5 County shall assist City with filing appropriate documents to facilitate County's usage of the 700 MHz frequencies, including documents regarding Federal Aviation Administration (FAA) and/or FCC licensure.
- 7.6 County understands and agrees to maintain City radio frequencies (direction and range) integrated into the County Trunked Radio system(s).

#### **ARTICLE 8** **LIABILITY**

- 8.1 City and County shall each individually defend any action or proceeding brought against their respective agency pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or their defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.
- 8.2 City and County agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Agreement. This paragraph does not affect in any way any indemnification or hold harmless obligations of any third party to City or County under any other contract, agreement or obligation.
- 8.3 City and County are "state agencies or subdivisions" as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of its agents or employees to

the extent required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity is applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

#### **ARTICLE 9** **INSURANCE**

- 9.1 The Parties acknowledge that County is self-insured in accordance with the provisions set forth in Section 768.28, Florida Statutes.

#### **ARTICLE 10** **PERFORMANCE**

- 10.1 Operational Performance Metrics will be provided by County to City on a quarterly basis to collectively evaluate system integrity. The operational performance metrics will be a part of the service level agreement provided by County to City and further explained in Exhibit F.

#### **ARTICLE 11** **MISCELLANEOUS PROVISIONS**

- 11.1 **ASSIGNMENT:** County shall perform the services provided for in this Agreement utilizing County's employees, contractors, and subcontractors. Said services shall be performed exclusively and solely for City which is a party to this Agreement. City and County shall not have the right to assign this Agreement without the express written approval of both parties.
- 11.2 **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 11.3 **SEVERABILITY:** In the event any portion or provision of this Agreement is found to be unenforceable by any court of competent jurisdiction, that provision or portion shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 11.4 **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter contained herein. Specifically, this Agreement supersedes and replaces in its entirety any prior Agreement Providing for Cooperative Participation in a Regional Public Safety Intranet Between City and County (or between City and the Broward Sheriff's Office and assigned by Broward Sheriff's Office to the County). It is further agreed that no change, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality and of equal dignity herewith.
- 11.5 **COMPLIANCE WITH LAWS:** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 11.6 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
- 11.7 **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or

obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or conditions beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

- 11.8 **AUTHORITY:** The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.
- 11.9 **NOTICES:** In order for a 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 shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed in writing in the manner provided in this section:

County:

Broward County  
Director, Office of Communications Technology  
115 S. Andrews Avenue, Room 325  
Fort Lauderdale, Florida 33301

With a copy to:

Broward County Attorney's Office  
Government Center  
115 S. Andrews Avenue, Room 325  
Fort Lauderdale, FL 33301

City:

City of Hollywood, City Manager  
2600 Hollywood Blvd., Room 419  
Hollywood, FL 33020

With a copy to:

City of Hollywood General Counsel  
2600 Hollywood Blvd.  
Hollywood, FL 33020

- 11.10 **MATERIALITY AND WAIVER OF BREACH:** The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 11.11 **INDEPENDENT CONTRACTORS:** The parties agree that each party to this Agreement is an independent contractor. In providing such services, neither of the Parties, nor their respective agents shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 11.12 **RECORDING:** This Agreement shall be recorded in accordance with the Florida Interlocal Cooperation Act of 1969.



- 11.13 **PRIORITY OF PROVISIONS:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 of this Agreement shall prevail and be given effect. Notwithstanding any other provision herein, if City and County execute a Lease Agreement for a 911 Emergency Dispatch Center ("Lease Agreement"), then, solely for the term of the Lease Agreement, to the extent any terms of the Lease Agreement directly conflict with any provision(s) herein, the terms of the Lease Agreement shall supersede and control as to any conflicting provision herein.
- 11.14 **MULTIPLE ORIGINALS:** This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall be the force and effect of an original document.
- 11.15 **NON-DISCRIMINATION:** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, disability, marital status, sexual orientation or national origin.
- 11.16 **RECORDS:** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents requests served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for noncompliance with that law.
- 11.17 **CHOICE OF LAW, WAIVER OF JURY TRIAL:** Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the federal or state courts of Broward County, Florida, and shall be governed by the laws of the state of Florida and any applicable federal laws, codes or regulations. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury in any such litigation.
- 11.18 **OWNERSHIP OF EQUIPMENT:** County retains ownership of all Equipment that the County provides to the City pursuant to the terms and conditions of this Agreement. In the event this Agreement is terminated by either party, the County shall remove and/or recover all equipment within ninety (90) days of the effective date of termination.
- 11.19 **ATTACHMENTS AND REFERENCES:** The following named exhibits are made an integral part of this Agreement:

- Exhibit A:       Statement of Work  
                  Attachment 1: System Description  
                  Attachment 2: Acceptance Test Plan
- Exhibit B:       System Demarcation Points  
                  Attachment 1A: Regional Dispatch Center  
                  Attachment 1B: Non-Regional Dispatch Center  
                  Attachment 1C: Non-Dispatch Facility  
                  Attachment 1D: Mobile Data Law Enforcement  
                  Attachment 1E: Mobile Data Fire Rescue Frontline Vehicles  
                  Attachment 2: Demarcation Drawings
- Exhibit C:       Equipment List
- Exhibit D:       Change Management Request
- Exhibit E:       Project Charter

Exhibit F:      Service Level Agreements  
Attachment 1: Terms and Conditions  
Attachment 2: Trouble Ticket Workflow

Exhibit G:      RPSI Trunked Radio System SOP's

11.20 THIRD PARTY BENEFICIARIES: This Agreement is not intended to benefit any third party nor shall it create a contractual relationship with any third party.

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REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND  
THE CITY OF Hollywood PROVIDING FOR COOPERATIVE PARTICIPATION  
IN A REGIONAL PUBLIC SAFETY INTRANET

BROWARD COUNTY

WITNESS:

Jodi Gardner  
(Signature)  
**JODI GARDNER**  
(Print Name of Witness)

Susan Seferian  
(Signature)  
**SUSAN SEFERIAN**  
(Print Name of Witness)

BROWARD COUNTY, by and through  
its Board of County Commissioners

By Arthur M. [Signature]  
County Administrator  
30 day of September, 2013

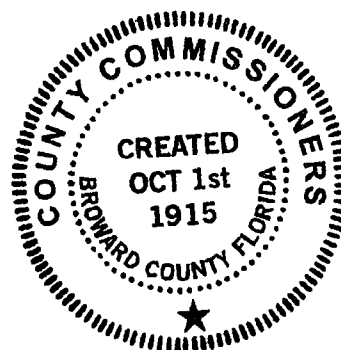
Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By [Signature] 9/26/13  
(Signed) (Date)  
Assistant County Attorney

Insurance requirements  
approved by Broward County  
Risk Management Division

By [Signature] 9/26/13  
Signature (Date)  
Risk Management Division


Print Jacqueline T. [Signature]  
Risk Insurance and  
Contracts Manager



REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY  
OF HOLLYWOOD PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL  
PUBLIC SAFETY INTRANET


CITY OF HOLLYWOOD

CITY OF HOLLYWOOD, FLORIDA

By:   
PETER BOBER, MAYOR

26 day of Sept, 2013.

ATTEST.

  
PATRICIA A. CERNY, MMC  
CITY CLERK

By:   
MATHEW LALLA, DIRECTOR OF  
FINANCIAL SERVICES

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Hollywood, Florida, only.

  
JEFFREY P. SHEFFEL  
CITY ATTORNEY

*ACM / COP & JCA/24/13*

**Exhibit A**  
**Statement of Work**

**Exhibit A – ATTACHMENT 1**

**SYSTEM DESCRIPTION**

To be provided at Detailed Design Review Phase of the project

**Exhibit A – ATTACHMENT 2**

**Acceptance Test Plan**

To be provided at Detailed Design Review Phase of the project

**EXHIBIT B – ATTACHMENT 1A**

**Regional Public Safety Intranet Demarcation Points**

**Regional Dispatch Center**

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
Trunked Radio System	GOLD ELITE CONSOLE(S)	Infrastructure and software up to and including the COUNTY-owned Gold Elite/P25 IP based Radio Console(s) located in the Regional Dispatch Center.	All mobile and portable radio subscriber units including any software operating on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
Hosted Master Site (HMS)	COUNTY OWNED SMARTX CONVERTERS	Maintain COUNTY owned radio equipment in accordance to COUNTY HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.	Maintain CITY owned radio equipment in accordance to CITY HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.
Radio Talkgroup Recording	RECORDER AT REGIONAL DISPATCH CENTER	Logging recorder equipment located at the Regional Dispatch Center. Any software playback at the Regional Dispatch Center.	CITY has no responsibility for talkgroup recording in a regional dispatch center
Fire Station Alerting (FSA)	CITY FSA EQUIPMENT LOCATED AT THE FIRE STATION	Fire station alerting equipment located in the Regional Dispatch Center. COUNTY will be responsible for COUNTY RF connectivity from the Regional Dispatch Center to the CITY Fire Station.	Fire station alerting equipment located at the CITY fire stations. CITY is responsible for any communication medium other than COUNTY RF (ie: leased lines). CITY is responsible for the Fire Station Radio Frequency (RF) antenna to the Zetron Model 6 to the Audio/Video (AV) equipment including the Public Announcement (PA) system and speakers. Any CITY LAN requirements.
CAD System	CITY LAN	Infrastructure and software up to and including the CAD server, Regional dispatch console workstations, Regional Dispatch CAD client licenses, and the needed communications via the	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
		RPSI.	supplied systems do not apply.)
AVL System	CITY LAN	Infrastructure up to and including the AVL server, regional client desktop software licenses, and the needed communications via the RPSI.	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Advanced Tactical Mapping	CITY LAN	Infrastructure up to and including the advanced tactical mapping servers, regional standard desktop client software licenses, and the needed communications via the RPSI.	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Fire Records Management System	CITY LAN	Infrastructure up to and including the Fire Records Management servers and standard software site and client licensing for Fire Records.	Desktop hardware and all LANs connected to the FRMS; non-standard or customized software desired by CITY.
Law Records Management System	CITY LAN	Infrastructure up to and including the Law Records Management servers.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by CITY and standard software site and client licensing for Law Records.



**EXHIBIT B – ATTACHMENT 1B**

**Regional Public Safety Intranet Demarcation Points**

**Non-Regional Dispatch Center**

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure and software up to and including the COUNTY-owned Gold Elite/P25 IP based Radio Console(s) located in the Regional Dispatch Center.	All mobile and portable radio subscriber units including any software operating on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
Hosted Master Site (HMS)	COUNTY OWNED SMARTX CONVERTERS Or CITY OWNED SMARTX CONVERTERS	Maintain COUNTY owned radio equipment in accordance to COUNTY HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.	Maintain CITY owned radio equipment in accordance to CITY HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.
Radio Talkgroup Recording	N/A	COUNTY is not responsible for radio talkgroup recording at a Non-Regional Dispatch Center.	Logging recorder equipment located at the Non-Regional Dispatch Center. Any software playback at the Non-Regional Dispatch Center.
Fire Station Alerting (FSA)	N/A	COUNTY is not responsible for fire station alerting at a Non-Regional Dispatch Center.	All fire station alerting related equipment and communication medium at the Non-Regional Dispatch Center and at the CITY fire stations.
CAD System	CITY LAN	Infrastructure and software up to and including the CAD server, Regional dispatch console workstations, Regional Dispatch CAD client licenses, and the needed communications via the RPSI.	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
AVL System	CITY LAN	Infrastructure up to and including the AVL server, regional client desktop software licenses, and the needed communications	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
		via the RPSI.	only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Advanced Tactical Mapping	CITY LAN	Infrastructure up to and including the advanced tactical mapping servers, regional standard desktop client software licenses, and the needed communications via the RPSI.	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Fire Records Management System	CITY LAN	Infrastructure up to and including the Fire Records Management servers and standard software site and client licensing for Fire Records.	Desktop hardware and all LANs connected to the FRMS; non-standard or customized software desired by CITY.
Law Records Management System	CITY LAN	Infrastructure up to and including the Law Records Management servers.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by CITY and standard software site and client licensing for Law Records.

**EXHIBIT B – ATTACHMENT 1C**

**Regional Public Safety Intranet Demarcation Points**

**Non-Dispatch Facility**

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
CAD System	CITY LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined CITY location.	All extended CITY LAN equipment along with software, client licenses, desktop workstations, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Advanced Tactical Mapping	CITY LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined CITY location.	All extended CITY LAN equipment along with software, client licenses, desktop workstations, peripheral equipment to provide communications to City ATM workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Fire Records Management System	CITY LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined CITY location.  FRMS standard site and client desktop software licenses will be provided from COUNTY to CITY.	Desktop hardware and all LANs connected to the FRMS; non-standard or customized software desired by CITY.
Law Records Management System	CITY LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined CITY location.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by CITY and standard software site and client licensing for Law Records.

**EXHIBIT B – ATTACHMENT 1D**

**Regional Public Safety Intranet Demarcation Points**

**Mobile Data – Law Enforcement**

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure up to the COUNTY-owned Gold Elite/P25 IP Console(s) located in the Regional and/or Non-Regional Dispatch Center.	All mobile and portable radio subscriber units including any software required to operate on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
CAD System	CITY MDT	Infrastructure up to and including the CAD server and the needed communications via the RPSI.	All extended LAN equipment along with software, client licenses, peripheral equipment to provide communications to City CAD MDTs and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
AVL System	COUNTY's Infrastructure	Infrastructure up to and including the AVL server; and the needed communications via the RPSI.	All vehicle-related equipment and any remote monitoring equipment and software
Law Record Management System	COUNTY infrastructure	Infrastructure up to and including the Law Records Management servers.	All vehicle Equipment including laptop, modem, cabling, associated mounting hardware, antenna – and any monitoring Equipment and standard software site and client licensing for Law Records. Non-standard or customized software is also the responsibility of the CITY.

**EXHIBIT B – ATTACHMENT 1E**

**Regional Public Safety Intranet Demarcation Points**

**Mobile Data - Fire Rescue Frontline Vehicles**

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure up to the COUNTY-owned Gold Elite/P25 IP Console(s) located in the Regional and/or Non-Regional Dispatch Center.	All mobile and portable radio subscriber units including any software required to operate on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
CAD System	CITY LAN	Infrastructure and software up to and including the CAD server, MDT hardware, MDT regional CAD client software licenses, and the needed communications via the RPSI.	All vehicle related peripheral equipment and any monitoring equipment. Non-Regional or customized software desired by CITY. (Future interfaces to the COUNTY-supplied systems do not apply.)
AVL System	Frontline Vehicle	Infrastructure up to and including the AVL server, and GPS devices located in Fire Rescue frontline vehicles.	All vehicle-related peripheral equipment and any remote monitoring equipment and software.
Mobile Data Terminals	Frontline Vehicle	COUNTY will assume capital and lifecycle procurement of MDT's and associated regional standard software for Fire Rescue frontline vehicles.	All vehicle related peripheral equipment and any monitoring Equipment. CITY responsible for wireless modems and recurring operating costs. Non-regional or customized software desired by CITY.
Fire Record	COUNTY		Acquisition of FRMS

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
Management System	infrastructure	COUNTY infrastructure up to and including the FRMS Server and the needed communication interfaces via the RPSI.	standard site and client mobile software licenses will be the responsibility of CITY. All vehicle related peripheral equipment and any monitoring Equipment. Non-regional or customized software desired by CITY. (Future interfaces to the COUNTY-supplied systems do not apply.)

**EXHIBIT B – ATTACHMENT 2 (Drawings)**