

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~~ 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

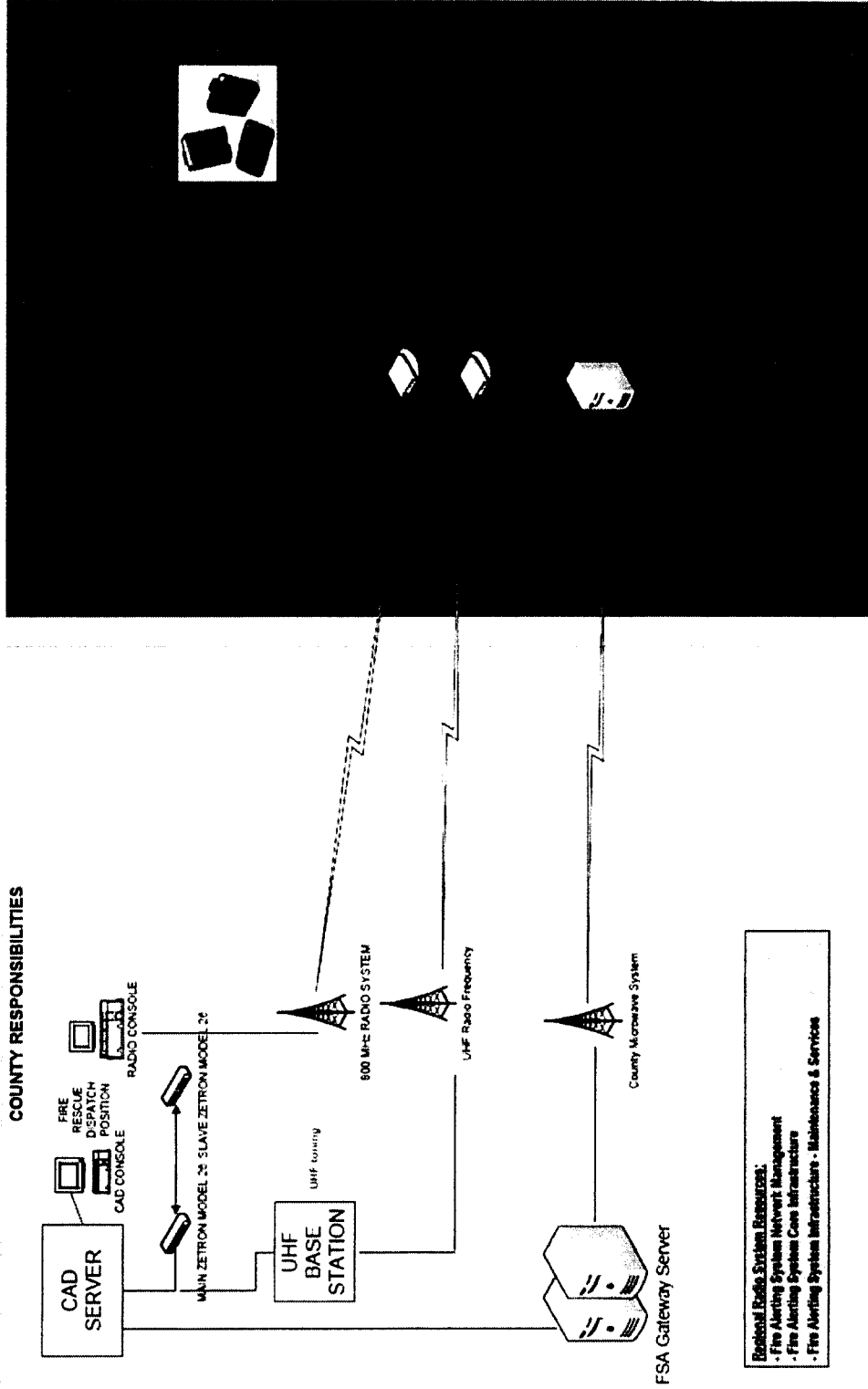
____ day of _____, 20__

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**

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



- Regional Radio System Resources:**
- Fire Alerting System Network Management
 - Fire Alerting System Core Infrastructure
 - Fire Alerting System Infrastructure - Maintenance & Service

COUNTY - PSI - ILA - Regional Fire Station Alerting System Demarcation Point

Item 1 of 3

EXHIBIT C

Engagement Process¹

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.

¹ 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 31st. 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.**

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.

Sincerely,


Bertha Henry
County Administrator

Attachment

cc: Andrew J. Meyers, County Attorney
Tracy Jackson, Director, Regional Emergency Services & Communications

R-2013-263
9/18/13

**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 Barth M. [Signature]
County Administrator
30 day of September, 2013

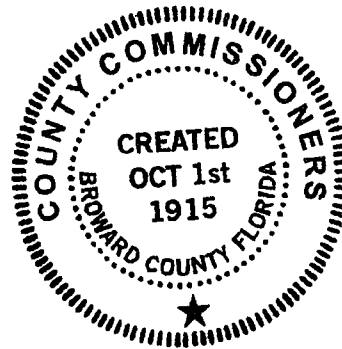
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By [Signature] 9/16/13
(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 Name of Title
Jacqueline [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

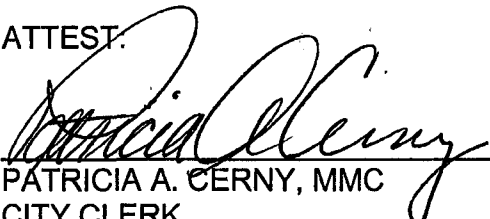
CITY OF HOLLYWOOD

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 & JDCP/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)