

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 GIULIANTI, 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 14th 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

_____ Day of _____, 2003.

Patricia A. Cerny, MMC, CITY CLERK

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.