

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

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

RECITALS

A. A comprehensive countywide emergency telecommunications system that provides residents and visitors with reliable, direct, and rapid access to public safety agencies is critical to the public health, safety, and welfare of residents of Broward County.

B. In 2015, County contracted with a technical consultant to conduct a comprehensive assessment of the existing public safety communications system, including surveying existing radio sites; inventorying equipment; performing radio system coverage studies; conducting user interviews with the Broward Sheriff's Office (including Broward Sheriff Fire Rescue and dispatch communications staff), municipal police and fire departments, and the Broward County School Board; and conducting focus group interviews with first responder agencies, interviews with representatives from neighboring systems, and online user surveys. At the conclusion of this work, the consultant provided County with a report assessing the needs of the public safety communications system and providing options for the upgrade or replacement of the existing public safety communications system ("Needs Assessment").

C. The Needs Assessment identified several issues with the existing public safety communications system, including coverage gaps in certain geographical areas of Broward County and in-building coverage issues for dense structures.

D. Based on the results of the Needs Assessment, County initiated a competitive solicitation for a vendor to provide a state-of-the-art public safety communications system and, following the competitive procurement, entered into a contract with a value in excess of \$59 million for an upgraded countywide public safety radio communication system ("P25 System") with Motorola Solutions, Inc. to implement, support, and maintain the P25 System (the "P25 Agreement").

E. Upon completion, the P25 System will be a state-of-the-art public safety communications system that will provide for improved public safety communications within Broward County and will increase capabilities of emergency communications for public safety officials within Broward County and with federal, state, and neighboring agencies.

F. To provide countywide coverage, implementation of the P25 System requires modifications and improvements to several existing radio communication towers and the

installation of seven new towers. The result of the P25 System will be a guaranteed ninety-five percent (95%) portable coverage with ninety-five percent (95%) reliability.

G. County represents that its anticipated completion date for the tower site civil work required for the P25 System, including existing tower modifications and improvements, new tower construction, and installation of tower site equipment, is December 31, 2019.

H. County has worked to site the new towers in locations that would meet or exceed the coverage requirements of the P25 System. One of the sites initially selected by County for a new tower was the City's water treatment plant near West Lake Park in Hollywood, Florida. At City's request, the tower site was relocated from the City's water treatment plant to County-owned property within West Lake Park, 1200 Sheridan Street, Hollywood, Florida ("WLP Tower").

I. On August 21, 2018, County submitted an application for approval of a site plan for the WLP Tower ("Site Plan Application"). On September 6, 2018, City's Planning and Urban Design Division staff issued its report recommending that the City Commission approve the Site Plan Application. On October 17, 2018, the City Commission deferred a decision on the Site Plan Application and requested that County consider relocating the WLP Tower to an alternate site, namely the roof of the Circ Residences building (the "Circ Site") in downtown Hollywood for which construction was newly completed.

J. On January 8, 2019, as a result of City's deferral of its decision on the Site Plan Application, County adopted Resolution No. 2019-23, initiating the conflict resolution process pursuant to Chapter 164, Florida Statutes.

K. On January 29, 2019, pursuant to City's request that County relocate the proposed tower to the Circ Site, County approved the commissioning of consultants for an expedited assessment of the viability of relocating the WLP Tower to the Circ Site while simultaneously negotiating potential lease terms with the owners of the Circ Site. In parallel with County's efforts, City also engaged a consultant to undertake a similar study and City staff coordinated with the owners of the Circ Site to expedite lease negotiations.

L. By the end of March 2019, the studies were concluded and submitted for consideration by the Parties. The County's consultant, Nick Falgiatore of Mission Critical Partners ("County Expert"), and the City's consultant, Alex Gil of G.M. Selby, Inc. ("City Expert"), reached different conclusions regarding the viability of a tower at the Circ Site and the relative radio portable coverage afforded by the Circ Site as compared to West Lake Park site.

M. On April 16, 2019, the County Commission directed County staff to proceed with locating the tower at West Lake Park unless the site was not viable. On June 5, 2019, the City Commission denied the Site Plan Application to site the WLP Tower at West Lake Park.

N. On June 6, 2019, pursuant to Section 164.1055, Florida Statutes, a joint public meeting between the governing bodies of County and City was held.

Commented [MA1]: Doug, this is one of the points we need our technical folks to flesh out a little more.

Commented [AG2R1]: In Wireless speak, this is coverage on the street and not in building. To confirm you are getting the proper coverage, we need to get the RF coverage plot from Nick and compare it (along with the assumptions and inputs utilized) to the one Selby provided, and we would need it reflecting both WLP and CIRC in order to see what the difference is. Before that can happen, we need to know what height was utilized in the original assumptions and if necessary adjust accordingly. If the antennas have to be lowered on the tower, that will have a significant impact on the portable coverage.

Commented [AG3]: This should be considered a stretch goal at this point. Expectation is an additional 15 to 30 days before a final decision is made. The WLP tower (if selected) needs to be re-engineered by Valmont to account for the correct Exposure Category, and the loading. Then you'll need to go through the procurement process and get the tower manufactured. Depending on the manufacturer that is 6 to 8 weeks after receipt of order. In the interim, the zoning, permitting, etc. needs to be completed, and any other permitting or analysis needs to be completed (e.g. EPA, etc). For that tower to be built before the end of the year, everything we need to go perfectly.

Commented [AG4]: Description should remain consistent.

O. In the spirit of cooperation, and the health, safety and well-being of the residents of Hollywood (and the surrounding communities), the Parties agreed to certain terms to address the location of the proposed tower and resolution of the conflict pursuant to Section 164.1057, Florida Statutes.

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

1. The foregoing Recitals are true and correct, incorporated herein, relied upon by the Parties, and form a material part of this Agreement.

2. Independent Expert Analysis.

2.1. Independent Expert Selection. The County Expert and City Expert shall confer and, no later than ten (10) days after the Effective Date (as defined in Section 4), shall identify and recommend in writing to the Parties an independent expert mutually agreeable to them who is qualified to perform the services stated in Exhibit A and meets the other qualifications stated therein ("Independent Expert").

2.2. Independent Expert Engagement. Within seven (7) business days after the identification of the Independent Expert per Section 2.1, the Independent Expert shall be retained by County (provided City complies with the terms of this section) to perform the services stated in Exhibit A and to submit a written report to the Parties in accordance with Exhibit A. City shall have the right to promptly review and approve the terms and conditions of the engagement in advance of such engagement but shall not unreasonably withhold or delay its approval of such terms and conditions, and the agreement shall identify City as an express third-party beneficiary with inspection and audit rights. The Independent Expert shall retain any subconsultants the Independent Expert determines are necessary to perform the services stated in Exhibit A, and any such subconsultant services shall comply with the terms of this Agreement.

2.3. Independent Expert Report. No later than forty-five (45) days after the Independent Expert is retained, the Independent Expert shall issue and provide the Parties with a written report that complies with the scope stated in Exhibit A and includes the following:

- (a) The Independent Expert shall analyze County's estimates of the total cost of engineering (per the EIA/TIA 222 Rev. H standard including applicable, type, exposure and topographical categories based on the latitude and longitude), constructing and installing an operational WLP Tower (the "Original Tower Cost") and of the total annual cost of operating such tower, including support and maintenance, in accordance with the terms of the P25 Agreement (the "Original Maintenance Cost") (collectively, the Original Tower Cost and the Original Maintenance Cost are referred to as

Commented [AG5]: We already confirmed that the tower is not engineered properly, and this needs to be added to insure it gets addressed by the independent 3rd party.

Commented [AG6]: We need to know what these are.

the "Total Original Cost"), as shown on Exhibit "B" attached hereto, together with any further information City or County promptly (as determined by the Independent Expert) provides to the Independent Expert regarding the Total Original Cost, and shall issue an opinion stating the Independent Expert's estimate of the total cost of constructing and installing an operational WLP Tower (the "Expert's Tower Cost Estimate") and of the total annual cost of operating such tower, including support and maintenance (the "Expert's Operations Cost Estimate"); and

Commented [AG7]: They only line item CIRC. In the spirit of transparency, and partnership, line item pricing must be provided for both the WLP tower and the CIRC site.

- (b) A comparison, based on the best available information (as determined by the Independent Expert), between (i) the ~~radio-portable~~ coverage and level of service that would reasonably be expected to be provided by co-location on a tower at the Circ Site ("Circ Tower/CIRC Site"), in accordance with the requirements established by County for the P25 System in the P25 Agreement, and (ii) the ~~portable-radio~~ coverage and level of service that would reasonably be expected to be provided by a tower at the West Lake Park site, in accordance with the requirements established by County for the P25 System in the P25 Agreement. In conducting this coverage and level of service comparison, the Independent Expert shall consider the expected radio coverage to the provided by the respective ~~sitetowers~~ (once the P25 System is operational, installed, integrated, cutover, drive tested and optimized) and additional factors that could affect the service provided by the ~~towers/sites~~, including, but not limited to, building obstructions, shadowing, water level rise, storm surge, lack of access delaying recovery and flooding. The Independent Expert will also include consideration of any service enhancement goods and services (such as, solely by way of example, signal repeaters) if and to the extent that both the Independent Expert determines such enhancements are reasonable and appropriate and City has agreed, in writing, to fund such enhancements if the ~~Circ Tower/CIRC Site~~ is selected.

Commented [AG8]: Need these specifications per the publicly disclosed specifications

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

2.5. Binding Report. The Parties stipulate and agree to be and that they are each bound by, and absent fraud or illegality on the part of the Independent Expert are estopped from challenging, the factual determinations of the Independent Expert regarding the ~~Circ Tower/CIRC Site~~ and the WLP Tower, including as set forth in the written report. The Parties stipulate and agree that neither Party shall, absent fraud or illegality

on the part of the Independent Expert, challenge the Independent Expert's factual findings or report through legal action or otherwise.

2.6. Conditions to Circ Site Tower. The written report of the Independent Expert shall determine whether the following two conditions ("Circ Conditions") are met:

- (a) The Circ Site Tower would meet the minimum P25 System requirements (including signal reliability) as set forth in the P25 Agreement, including the Specifications, Coverage Testing, and Final Acceptance testing (as those terms are defined in the P25 Agreement); and
- (b) On balance, considering all of the relevant factors including those referenced above, installation of the Circ Site Tower would be equal to or better than installation of the WLP Tower in terms of reliably protecting public health and safety for the useful life of the P25 System.

Commented [AG9]: We need this in order to be able to agree to abide by it. No reasonable way CoH can be expected to agree to something they do not have transparency on.

Commented [AG10]: This needs to be defined, because the CIRC site is a stronger candidate than WLP if this definition includes protection of the equipment, access, ability to quickly recover after a storm, power, avoidance of flooding, etc.

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

The Parties acknowledge that installation at the Circ Site requires negotiation of a lease between County and the entity that owns the Circ Site. As all additional operating costs (as specified below) will be borne by City, County and City shall work collaboratively to develop, as expeditiously as is possible, a lease acceptable to both Parties and to the Circ Site ownership. County and City agree to not unreasonably object to any lease terms, and agree to make their respective administrative and legal staffs available at all reasonable times on and after the Effective Date to negotiate and document the required leasing arrangement. The Parties agree that, even if the other conditions of this Agreement are met, the Circ Site Tower installation is not feasible unless County and the Circ Site's ownership entity enter into the required lease agreement within fifteen (15) days after City sends the City Election Notice (the "Lease Condition").

Commented [AG11]: All County has to do to block CIRC is establish unreasonable demands to facilitate killing the site. This needs to be managed very, very carefully to eliminate their ability to block CIRC.

Within ten (10) business days after sending the City Election Notice, City shall provide to County a reasonable payment bond (or such other form of security approved in writing

by the County Administrator) guaranteeing payment of all of City's financial obligations under this Agreement. If City fails to timely provide such bond, the City Election Notice shall be deemed to have not been timely provided by City to County.

3. ~~Circ Tower~~CIRC Site. If, and only if, the Circ Conditions and the Lease Condition are met and City timely provides the City Election Notice, then the following provisions of this Section 3 shall apply:

3.1. ~~Siting Tower at West Lake Park; Circ Site~~~~Tower-#Installation~~. County shall cease any and all efforts to construct the WLP Tower at the West Lake Park site, and County shall contract for the construction and installation of the ~~Circ Tower~~CIRC Site in accordance with the terms of the P25 Agreement (as same may be reasonably amended to address the ~~Circ Tower~~CIRC Site construction and installation). The contract or amendment shall provide for construction and installation to be completed within ninety (90) days after execution of the contract or amendment. City agrees, to the full extent permissible under applicable law and to the greatest extent practicable, to expedite all required permits, other approvals, and inspections within its control.

3.2. Funding. City shall pay County the difference between (i) the actual total cost of constructing and installing the ~~Circ Tower~~CIRC Site in accordance with the terms of the P25 Agreement (as same may be amended as referenced above), and (ii) the Expert's Tower Cost Estimate. City shall make such payment(s) within thirty (30) days after each County written demand therefor. In addition, each year for the duration of the P25 Agreement or the useful life of the ~~Circ Tower~~CIRC Site, whichever is longer, and within thirty (30) days after demand therefor, City shall pay County the difference between (i) the actual cost for support and maintenance on an annual basis for the ~~Circ Tower~~CIRC Site, including but not limited to all lease payments and repair costs, and (ii) the Expert's Operations Cost Estimate. For purposes of interpretation (including any required judicial construction of this Agreement), and to add further clarity, if City so opts (based on the conditions precedent being met), County will install or cause the ~~Circ Tower~~CIRC Site to be installed, with City being fully responsible for all capital and ongoing operational and support and maintenance costs of the ~~Circ Tower~~CIRC Site in excess of what the Independent Expert opines in the written report it would have cost County to construct, install, and operate the WLP Tower over the full useful life of the P25 System; for all such costs and expenses, City shall reimburse County within thirty (30) days after demand. County shall provide City the budget for rebuilding the WLP site after a storm (e.g. replacement of all six P25 antennas, replacement of 8' Aviat microwave dish, reinstallation of coax runs on the tower, replacement of the generator, replacement of the P25 equipment if the water levels go above the target flood zone and enter the shelter, etc.), and City's reimbursement obligation shall be anything above and beyond the WLP budget to include the cost of replacing the ~~Circ Tower~~CIRC Site (or any required component(s) thereof) if required due to windstorm damage or other natural cause, and the cost of any repair work on any part of the P25 System that any County provider validly determines is not covered by any applicable warranty but that would have been covered

Commented [AG12]: Unrealistic regardless of which site is selected. This is fully dependent on availability of the materials, and resources to do the construction.

by such warranty had the WLP Tower (and not the ~~Circ Tower~~CIRC Site) been included within such system.

3.3. Enhancements. If, upon completion of installation of the ~~Circ Tower~~CIRC Site, Motorola Solutions, Inc. reasonably determines that service enhancement goods and services are required for the ~~Circ Tower~~CIRC Site to meet County's minimum requirements for the P25 System, City shall be fully responsible for all costs and expenses for such enhancements; however, Motorola and the City shall agree upon the installation strategy to be utilized in the CIRC site prior to proceeding. County shall contract for such enhancements, and City shall reimburse the full amounts paid by County no later than thirty (30) days after demand by County (and each subsequent determination and demand, as applicable). To the extent access to any private property is required to ensure adequate service, City shall take all required steps to promptly obtain and secure such access on County's behalf.

Commented [AG13]: Motorola and County cannot be given free reign to determine how to do install equipment. It needs to be reviewed, agreed and negotiated prior to proceeding.

3.4. Maintenance. If at any time during the duration of the P25 Agreement County reasonably determines that the ~~Circ Tower~~CIRC Site is in need of repairs or enhancements (in addition to the support and maintenance otherwise provided under the P25 Agreement) so that the ~~Circ Tower~~CIRC Site will reliably operate consistent with the minimum requirements established for the P25 System, County shall provide notice to City in accordance with Section 11 herein. City and County shall review, negotiate and agree upon the repairs and County shall perform the required repairs or enhancements and City shall reimburse County for the reasonable costs of same within thirty (30) days after County's invoice for reimbursement.

Commented [MA14]: You will notice that we added "reasonably" in a number of places to give the City comfort that the County and its folks cannot act arbitrarily at City expense.

4. Effective Date. This Agreement shall be effective on the date this Agreement is fully executed by the Parties ("Effective Date"), provided that this Agreement shall be null and void and of no force or effect unless: (i) at City's special meeting on June 12, 2019, City rescinds its vote of June 5, 2019, denying the Site Plan Application and instead votes to approve the Site Plan Application (which approval may contain the condition outlined in Section 5 below); and (ii) this Agreement is fully executed by the Parties (with executed copies emailed to the County Administrator and County Attorney or City Manager and City Attorney, as applicable) no later than June 14, 2019.

Commented [AG15]: County and Motorola cannot be given free reign. Everything needs to be reviewed, negotiated and agreed upon prior to giving them the green light.

5. Site Plan Application. Notwithstanding approval of the Site Plan Application as set forth in Section 4, County agrees not to seek any permits or commence any construction for the WLP Tower if the Circ Conditions are met and City timely provides the City Election Notice and fulfills its obligations related to the ~~Circ Tower~~CIRC Site as set forth in Section 3. The Parties acknowledge that County has asserted that the Site Plan Application is already deemed approved pursuant to Section 365.162(13)(d), Florida Statutes, and nothing herein shall prejudice or preclude County's right to judicially assert that at any time if it is required.

Commented [MA16]: Doug, we need this, and it doesn't hurt the City because of paragraph 5. If you can think of some other way of accomplishing the same thing, we are open to discussing it. We just need to make sure that if Circ doesn't work we can move forward with WLP (which is the aspect that is binding on the City), and our concern is over contract zoning.

6. Default; Interpretation. If either Party defaults in the performance of a material provision of this Agreement and fails to cure such default within fifteen (15) days after receipt of

written notice by the nondefaulting Party specifying the nature of such default, or if such default cannot be cured within fifteen (15) days and the defaulting Party fails to commence such cure within such time and diligently pursue such cure to completion, the nondefaulting Party shall be entitled to pursue all remedies available to it at law or in equity. In any litigation regarding this Agreement, the Parties stipulate that this Agreement should be interpreted in accordance with the principle set out in Section 3.2. The Parties further agree that their respective obligations under this Agreement include the taking of all actions that a reasonable and prudent governmental entity, acting in good faith, would reasonably be expected to take in furtherance of the purpose of this Agreement and to meet their respective express obligations under this Agreement.

7. Venue; Choice of Law; Availability of Specific Performance Remedy; Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction that either Party may claim by virtue of its residency or other jurisdictional device. The Parties agree, to the full extent permissible under applicable law, that the elements required for a court to require specific performance of their respective material obligations under this Agreement are present and that the critical public safety concerns underlying this Agreement justify the granting of such judicial remedy. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.**

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either of the Parties nor shall anything included herein be construed as consent by a Party to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision and City is a municipal corporation as defined in Section 768.28, Florida Statutes, and each Party shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes. However, to the full extent permissible under applicable law, if the ~~Circ Tower~~[CIRC Site](#) is installed and operated at the election of City pursuant to the terms of this Agreement, City agrees to indemnify County in full, including for all attorneys' fees and litigation costs incurred, in connection with any action(s) for damages resulting from claims of inadequate system performance in connection with the decision to install and operate the ~~Circ Tower~~[CIRC Site](#).

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

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

11. Notice. Except as provided in Section 2.6, in order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first class mail, with a contemporaneous copy via e-mail to the addresses listed below, and will be effective upon mailing (provided such contemporaneous e-mails are sent). The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

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

With a copy to:

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

For City:

Email address: _____

With a copy to:

Email address: _____

Commented [MA17]: Please insert.

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

13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

14. Exhibits; Priority of Provisions. The attached Exhibits A and B are incorporated into and made a part of this Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of Exhibit A or B and any provision of Sections 1 through 17, the provisions contained in Sections 1 through 17 will prevail and be given effect.

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

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

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement Between Broward County and City of Hollywood Regarding P25 System Tower 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 11th day of June, 2019, and City, signing by and through its Mayor or Vice-Mayor, authorized to execute same by City Commission action on the 12th day of June, 2019.

County

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By _____
Mayor
____ day of _____, 2019

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

By _____
Maite Azcoitia (Date)
Deputy County Attorney

By _____
René D. Harrod (Date)
Deputy County Attorney

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

City

Attest:

City of Hollywood

City Clerk

By _____
Josh Levy, Mayor

Approved as to form and legal sufficiency:

Doug Gonzales, City Attorney

____ day of _____, 20__

Exhibit A
INDEPENDENT EXPERT CRITERIA AND SERVICES

Criteria

The Independent Expert must have no financial interest or prior contractual relationship within the past ten (10) years with either Party or with either Party's expert. The Independent Expert must not be a direct competitor of either Party's expert or of any of the subcontractors of either Party's expert that submitted a report or analysis regarding the WLP Tower or the Circ Site.

Commented [AG18]: This isn't going to work. Anyone that is in the industry doing the same work will be considered a subject matter expert and a competitor. They also cannot work for Motorola or any of Motorola's subcontractors or partners or that gives them leverage over their opinion.

Scope of Services

The Independent Expert shall prepare a written report set forth in Section 2.3 of the Agreement comparing the WLP Tower to the ~~Circ Tower~~CIRC Site, which shall include comparisons based upon the following criteria:

1. Coverage evaluation with consideration of shadowing from nearby obstructions and the building rooftop
2. Construction strategy complexity and associated costs
3. Serviceability for routine maintenance after installation is complete
4. Survivability of the P25 materials on the site during a hurricane as well and access and restoration considerations in the event of flooding or storm surge
5. Safety to the surrounding communities or nearby critical infrastructure, including risks of tower collapse and falling equipment
6. Any other factors that may affect use of a location for the life of the P25 System

Commented [AG19]: We need to give them flexibility to be creative on the implementation strategy. In a lot of cases it's not the implementation that is complicated. It is the strategy being proposed.

Commented [AG20]: The tower is not likely to come down. It's all the P25 equipment that is going to get peeled off the WLP tower and the antennas from the CIRC.

Specific tasks the Independent Expert shall complete include:

- Interviews with County, City, and Motorola Solutions, Inc. staff, County expert, and City expert regarding their analysis of the locations for the ~~Circ Tower~~CIRC Site and the WLP Tower
- Site visits of the Circ Residences Site and West Lake Park site, both independently and with County and City staff
- Review of the RF engineering design, assumptions and inputs
 - P25 BTS amplifier power output
 - Portable (e.g. handheld) power output
 - Antenna models
 - Network loading
 - Antenna heights
 - Spectrum utilized (e.g. UHF/VHF, 800 SMR, etc.)
- Independent coverage modeling of the ~~Circ Tower~~CIRC Site and the WLP Tower to validate portable RF coverage
- Development and provision of a written report that evaluates the strengths and weaknesses of each location with regard to the criteria defined

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- Written conclusions as expressly required under the Agreement

Exhibit B
County Estimate of Installation and Operational Costs of WLP Tower

Figure 1 – CIRC Itemized Construction Cost Estimate

Category	Itemized Cost
Room Construction	\$477,500
Electrical Work, room prep and grounding	\$326,250
FM200 Install and Materials	\$71,875
Generator Install (includes transfer switch)	\$61,875
Generator	\$46,800
Engineering design (Site optimization and commissioning, floor plans, etc)	\$10,000
Project Management Services	\$76,000
Architectural and Engineering consultations and permit preparation	\$25,000
Line and Antenna Install	\$158,500
Microwave Install	\$139,809
Radio Equipment Installation	\$16,000
DC system Installation and commissioning	\$58,000
Pre-Transportation Subtotal	\$1,467,609*
Crane Transportation	\$708,750
Helicopter Transportation	\$1,290,000
Infrastructure Total (Crane)	\$2,176,359
Infrastructure Total (Helicopter)	\$2,757,609
Fixed Network Equipment (FNE)	\$855,050
Total Cost with FNE (Crane)	\$3,031,409
Total Cost with FNE (Helicopter)	\$3,612,659

Figure 2 - CIRC and Raw Land Site Cost Comparison

Category	CIRC Cost	Raw Land Cost with 300' Tower
Construction Total	\$2,176,359 - \$2,757,609	\$770,021**
Total Cost with FNE	\$3,031,409 - \$3,612,659	\$1,625,071

* Estimated cost of retrofit, custom design build at Circ

** Total cost includes tower, shelter/generator, and install labor

Commented [AG21]: The table below is for CIRC. They have not provided the WLP tower construction assumptions. All design assumptions for both the CIRC and the WLP tower should be a component of the motion together with the P25 assumptions (referenced in the agreement) and the contract with Motorola

[Figure 3 to be added re: operational costs]