

Key Terms for Proposed Interlocal Agreement Between Broward County And City Of Hollywood Regarding P25 System Tower

1. Independent Expert Selection and Retention. Within 10 days, County Expert and City Expert identify and agree upon an Independent Expert who is qualified to perform the services stated in Exhibit A and meets the other qualifications stated therein, including experience performing public safety radio communications system work. County and City jointly retain Independent Expert within 10 days after selection. The Independent Expert shall retain any subconsultants the Independent Expert determines are necessary to perform the services stated in Exhibit A. City and County will equally share Independent Expert (and subconsultant) costs.

2. Independent Expert Report. Within 45 days after retention, the Independent Expert shall issue a report per Exhibit A that states:

Cost Estimates:

- (a) The Independent Expert's estimate of the total reasonable cost of constructing and installing an operational WLP Tower (including all associated equipment) after consideration of the County's estimates, and in accordance with the P25 Agreement standards and requirements (the "**Expert's WLP Capital Cost Estimate**") (the P25 standards and requirements will be appended as Exhibit B);
- (b) The Independent Expert's estimate of the total reasonable cost of constructing and installing the Circ System (including all associated equipment) in accordance with the P25 Agreement standards and requirements ("**Expert's Circ Capital Cost Estimate**");
- (c) The Independent Expert's estimate of the average annual cost to County of operating (including support and maintenance) the free standing towers in the P25 System, (the "**Expert's Base Annual Nonrent Operations Cost Estimate**"); and
- (d) The Independent Expert's estimate of the total anticipated annual operating costs (excluding rent) of the Circ System ("**Expert's Annual Circ Nonrent Operations Cost Estimate**").

Comparison/Feasibility:

- (a) A comparison, based on the best available information (as determined by the Independent Expert), between (i) the radio coverage and level of service that would reasonably be expected to be provided by the Circ System in accordance with the requirements of the P25 Agreement, and

(ii) the radio coverage and level of service that would reasonably be expected to be provided by the WLP Tower, in accordance with the requirements of the P25 Agreement (including, but not limited to, consideration of building obstructions, shadowing, water level rise, storm surge, and flooding – this qualifies both (i) and (ii)).

- (b) Whether (i) the Circ System would meet the minimum P25 System requirements (including signal reliability) as specified in Exhibit B; and (ii) on balance, considering all of the relevant factors including those referenced above, whether the Circ System would be equal to or better than the WLP Tower in terms of reliably protecting public health and safety for the useful life of the P25 System (the “**Circ Conditions**”).

Both City and County will be bound by the factual determinations, opinions, and conclusions of the Independent Expert regarding the foregoing (neither party may challenge).

3. City Election. If the Independent Expert’s report states that both of the Circ Conditions are met, then City shall have 15 days thereafter to elect that the Circ System be installed (“City Election Notice”). This notice shall be unqualified and irrevocable.

4. Lease. Commencing with the Effective Date, County and City shall work collaboratively to develop, as expeditiously as is practicable, a lease acceptable to both Parties and to the Circ Site ownership, which must be executed within 15 days of the City Election Notice (the “Lease Condition”). If, until execution of the lease, Circ requires that its going forward expenses (e.g., legal and engineering) be paid, City and County shall equally split those costs. If a lease is entered into and Circ requires that its already incurred costs be reimbursed, the parties shall equally split those costs as part of the leasing arrangement.

5. Site Selection and Construction. If the Circ Conditions or the Lease Condition is not met, both City and County agree to move forward expeditiously with construction of the WLP Tower. If the Circ Conditions and the Lease Condition are met, both City and County agree to move forward expeditiously with construction of the Circ System.

6. Funding. If the Circ System is selected per Sections 1-5 above, City shall pay County:

- (a) The amount by which the Expert’s Circ Capital Cost Estimate exceeds the Expert’s WLP Capital Cost Estimate.
- (b) On an annual basis, the amount by which the actual operating costs of the Circ System including support and maintenance (which may exceed the Expert’s Annual Circ Nonrent Operations Cost Estimate) exceeds the Expert’s Base Annual Nonrent Operations Cost Estimate.

- (c) On an annual basis, the amount by which the actual rent for the Circ Site exceeds \$_____ (which shall be indexed as provided in the applicable leases) (which is the average annual rent paid for the other rooftop sites).

7. Effective Date. To be effective, this Agreement must be fully executed by June 19, 2018.
8. Site Plan Application. City must rescind its denial of the Site Plan Application and vote to approve the Site Plan Application on or before June __, 2019; if this does not happen, the ILA is null and void. The approval shall mention that it is conditioned upon the County not taking any action to develop the WLP site if and while the Circ option is moving forward. During the interim, County may file a simplified action in connection with the site plan denial (to preserve jurisdiction while conserving public resources given the proposed resolution), and if City does not vote to approve the Site Plan Application by the end of June 2019, the Parties will file a joint motion to allow County to supplement its filing.