AGREEMENT

between

BROWARD COUNTY

and

_____

for

PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS
SYSTEM

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CONSOLIDATED REGIONAL E-911 COMMUNICATIONS
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This Agreement ("Agreement") is between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY";

AND

CITY OF _____, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida, hereinafter referred to as "MUNICIPALITY."

RECITALS:

WHEREAS, COUNTY created the Broward County Consolidated Communication Implementation Advisory Board (the "I-Board") consisting of municipal managers/administrators from all Broward County municipalities, the County Administrator, the Sheriff or designee, a representative from the Broward County Chiefs of Police Association, and a representative from the Fire Chiefs Association of Broward County, to review, consider, and make recommendations to the Board relating to the creation, governance, funding, and operations of a regional and cooperative consolidated E-911 communications system; and

WHEREAS, the I-Board issued a final report in February 2013 which contained a series of recommendations which included a recommendation that Broward County ("COUNTY") create and wholly-fund a cooperative countywide consolidation of E-911 communications to be operated, or contracted for operation, by COUNTY; and

WHEREAS, the City Commissions of 23 of Broward County's 31 cities passed resolutions requesting that COUNTY fund the cooperative countywide consolidation of E-911; and

WHEREAS, the municipal function of providing emergency call processing in a large county with numerous cities has resulted in a fragmented system of emergency call-taking and dispatching; and

WHEREAS, COUNTY has determined that the current fragmented system of emergency call-processing and dispatching is inefficient, costly, and may result in delays involving the transfer of calls among numerous dispatch centers; and

WHEREAS, the establishment and maintenance of a Consolidated Regional E-911 Communications System will promote the health, safety, and general welfare throughout Broward County by improving the safety of first responders and persons residing or traveling throughout Broward County, eliminate call transfers that result in delayed responses, result in significant cost savings, and promote efficient and cost effective migration to consolidated new technologies; and

WHEREAS, COUNTY has determined that it is in the interest of the public health, safety and welfare of its residents, and those visitors that travel through or spend time within the boundaries of Broward County to create a Consolidated Regional E-911 Communications System to provide call-taking, teletype (queries only), and dispatching services which COUNTY shall operate, or contract to operate; and

WHEREAS, COUNTY has invited all municipalities located within Broward County to participate in the System; and

WHEREAS, the parties to this Agreement acknowledge and agree that, except for the unincorporated area of Broward County, COUNTY does not have the legal obligation to financially support police, fire, and emergency medical service ("EMS") dispatch within municipalities and COUNTY is voluntarily agreeing, by majority vote of its Board of Commissioners, to wholly fund police, fire, and EMS dispatch, subject to available funding; and

WHEREAS, COUNTY, with the cooperation from Municipalities, shall continue to meet its responsibilities to establish a countywide communications infrastructure for fire and emergency services as set forth in Section 5.03 of the Charter of Broward County, Florida; and

WHEREAS, the Consolidated Regional E-911 Communications System "System" shall consist of COUNTY's unincorporated area, Port Everglades, Fort Lauderdale-Hollywood International Airport, and any and all municipalities located within the geographic boundaries of Broward County that enter into this Agreement and agree to the conditions for participation in the System, NOW THEREFORE,

In consideration of the mutual covenants and agreements, it is agreed as follows:

ARTICLE 1

1.1 Subject to available funding, the word "shall," as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

1.2 COUNTY shall operate, or contract for the operation of, a Consolidated Regional E-911 Communications System for COUNTY's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities. The System shall operate subject to the control, internal operating rules and regulations of COUNTY.

1.3 MUNICIPALITY agrees, as a condition to COUNTY's obligation to provide System Services, to: (i) take all actions which may be required by MUNICIPALITY to migrate to COUNTY's Computer Aided Dispatch System (CAD) communication platform no later than October 1, 2013, or such later date as may be established by COUNTY, (ii) execute the standard form Regional Interlocal Agreement ("RILA") providing for cooperative participation in a regional public safety intranet prior to October 1, 2013, and (iii) take and perform such other actions, in cooperation with COUNTY, as COUNTY may reasonably request to enable COUNTY to implement and provide for the operation of the System. A copy of the RILA is attached hereto as Exhibit "A." The terms, conditions and financial obligations of the parties executing the RILA shall remain separate and distinct from the obligations herein.

1.4 MUNICIPALITY [does or does not] have a Host PSAP location within its City Limits.

ARTICLE 2
DEFINITIONS

The following contains the definitions of the terms as applied to this Agreement:

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.

2.3 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.

2.4 Board of County Commissioners. The term "Board of County Commissioners" or "County Commissioners" or "County Commission" shall mean the Board of County Commissioners of Broward County, Florida.

2.5 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 Capital shall exclude (i) 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, (ii) capital improvements to Host PSAP facilities, and (iii) the costs of machinery, equipment, vehicles or other tangible assets that are used in operations which are located in a PSAP that has not been designated as a Host PSAP by COUNTY.

2.6 City Limits. The term "City Limits" shall mean the geographical areas of a Participating Community as they currently exist or as may be amended during the term of this Interlocal Agreement or any Renewal Term.

2.7 Consolidated Regional E-911 Communications System or System. The term "Consolidated Regional E-911 Communications System" or "System" shall mean the consolidated call-taking, teletype (queries only) and dispatch functions of Emergency Calls and Non-Emergency Calls, as defined herein, for fire services, emergency medical services and police services.

2.8 COUNTY. The term "COUNTY" shall mean, depending upon the context, either (a) the geographical area contained within unincorporated Broward County, Florida, a political subdivision of the state of Florida, or (b) the government of Broward County, acting through the County Commission or its designee.

2.9 Emergency Call. The term "Emergency Call" shall mean a call that requires immediate law enforcement, fire rescue, or EMS call for service dispatch, or a combination thereof. Alarm lines are included within the definition of an Emergency Call.

2.10 Fiscal Year. The term "fiscal year" shall mean October 1 to September 30.

2.11 Host PSAP. The term "Host PSAP" shall mean a facility providing the service and housing the equipment and personnel that provide E-911 call-taking, teletype (queries only), and dispatching services for the Consolidated Regional E-911 Communications System and specifically designated by the COUNTY as a Host PSAP.

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

2.13 Operational Expenses. The term "Operational Expenses" shall mean the necessary Personnel Costs and operating costs to support the call-taking, teletype (queries only), and dispatch services under the Consolidated Regional E-911 Communication System.

2.14 Operational Funding. The term "Operational Funding" shall mean the funding necessary to operate the call-taking, teletype (queries only) and dispatch functions of the Consolidated Regional E-911 Communications System, subject to the appropriation and availability of adequate funds by COUNTY.

2.15 Operator. The term "Operator" shall mean either COUNTY or the entity or entities with which COUNTY enters into a contract to perform services and tasks related to the day-to-day operations of the Consolidated Regional E-911 Communication System, the System's PSAP location(s), and the hiring, training, supervision, discipline of all Operator's personnel.

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 Agreement with COUNTY for Participation in the Consolidated Regional E-911 Communications System.

2.17 Personnel Costs. The term "Personnel Costs" shall mean the amount of the regular employee salary and fringe benefits. In no event shall the fringe benefit amount of Personnel Costs exceed the amount or level of the employee fringe benefits paid by COUNTY or Operator to their regular employees.

2.18 PSAP. The term PSAP (Public Safety Answering Point) shall mean a location and facility providing the service and housing the equipment and personnel that provide E911 call-taking, teletype, and dispatching services.

2.19 Regional Interlocal Agreement (RILA). The term "Regional Interlocal Agreement" or "RILA" shall mean the agreement which establishes the terms, conditions, and financial obligations of entities participating in the Broward County Regional Public Safety Intranet.

2.20 System Services. The term "System Services" shall mean the operational services performed by the Operator consisting of consolidated call-taking, teletype (queries only) and dispatch functions of Emergency Calls and Non-Emergency Calls, as defined herein, for fire services, emergency medical services and police services and the services and tasks related to the day-to-day

operations of the Consolidated Regional E-911 Communication system, the System's PSAP location(s), and the hiring, training, supervision, and discipline of Operator's personnel.

2.21 Teletype Query(ies). The term "Teletype Query(ies)" or "Teletype (queries only)" shall mean a query search for information performed by a teletype operator that may utilize the Criminal Justice Network ("CJNET") to access a specific database for law enforcement purposes specific to confirmations and locates. Databases requiring access to perform a Teletype Query may include, but are not limited to, Florida Crime Information Center ("FCIC"), National Crime Information Center ("NCIC") and Driver and Vehicle Information Database ("DAVID"). Teletype activities, such as, but not limited to, the entries, deletions, updates and validations, as required by Florida Department of Law Enforcement ("FDLE"), shall remain the responsibility of Participating Community and shall not be a part of System Services and System Services shall be limited to Teletype (queries only).

2.22 Transition Period. The term "Transition Period" shall mean the period of time starting with COUNTY implementation of all the elements of the System and continuing through September 30, 2015.

2.23 Unincorporated County. The term "Unincorporated County" shall mean the geographical areas of COUNTY which are not within the boundaries of any municipal corporation. Unincorporated County shall be entitled in all respects to receive the same benefits and services under the terms and conditions of this Agreement as a PARTICIPATING COMMUNITY.

ARTICLE 3
TERM

3.1 The commencement date of this Agreement shall be the date of proper execution by the parties to this Agreement and System Services shall begin on October 1, 2013, or as otherwise set forth in the transition plan established pursuant to the provisions of Section 5.1.3 herein.

3.2 In the event that a municipality elects to become a Participating Community by executing this Agreement subsequent to September 30, 2013, this Agreement shall commence upon execution; provided, however, the municipality shall not be entitled to receive the System Services contemplated by this Agreement until October 1 of the subsequent Fiscal Year.

3.3 Non-Host PSAP Term: The initial term (the "Non-Host PSAP Initial Term") of this Agreement for Participating Communities who do not have a Host PSAP location within their City Limits shall commence upon execution of this Agreement, and terminate on September 30, 2018. Unless COUNTY or Participating Community provides the other with written Notice of its intent not to renew this Agreement, at

least 180 days prior to the end of the then current term, this Agreement shall automatically be extended for an additional five year period, Non-PSAP Renewal Term, the effective date shall be October 1, 2018 through September 30, 2023 ("Non-PSAP Renewal Term").

3.4 Host PSAP Term: The initial term (the "Host PSAP Initial Term") of this Agreement for Participating Communities who have a Host PSAP location within their City Limits shall commence upon proper execution by the parties to this Agreement, and terminate on September 30, 2018. Unless COUNTY or Participating Community provides the other with prior written Notice of its intent not to renew this Agreement, at least 365 days prior to the end of the then current term, this Agreement shall automatically be extended for an additional five year period, PSAP Renewal Term, the effective date shall be October 1, 2018 through September 30, 2023 ("HOST PSAP Renewal Term").

3.5 Notwithstanding anything in this Agreement to the contrary, and subject to the provisions set forth in Section 9.3, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of adequate funds by COUNTY in accordance with Chapter 129, Florida Statutes.

ARTICLE 4
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM

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. 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. The System shall operate subject to the control, internal operating rules and regulations of COUNTY. COUNTY 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).

4.2 It is the desire of COUNTY and Participating Communities that the Consolidated Regional E-911 Communications System consist of geographically dispersed Host PSAP locations; however, the number of Host PSAP locations shall depend on the level of participation by Participating Communities. COUNTY shall pursue good faith negotiations with prospective Host PSAP Participating Communities to enter into the necessary agreements, including lease agreements or otherwise obtain the right to use PSAP facility(ies) to provide a location(s) for the delivery of Consolidated Regional E-911 Communications System Services. The selection by COUNTY, in its sole discretion, of PSAP locations and facility(ies) shall consider, at a minimum, the following factors: geographic location within Broward

County, high level of security for both human issues and climatic events, modern and secure technological infrastructure for data and communication systems, and ability to house the necessary personnel.

4.3 MUNICIPALITY agrees and acknowledges that the FDLE Router to access the NCIC and FCIC Information System will be accessible through the Host PSAP locations. In the event of catastrophic loss or failure of the FDLE Router or its network at any Host PSAP location, the COUNTY shall be entitled to re-route FDLE traffic to another Host PSAP location.

The re-routing of FDLE Traffic can only occur in the following three (3) scenarios:

(i) Catastrophic loss at a Host PSAP location;

(ii) Failure of the router or loss of network connectivity to the router at a Host PSAP location; or

(iii) For testing re-routing capabilities not more than once in a 12-month or as otherwise permitted by the State of Florida.

The re-rerouting of the FDLE router traffic will be jointly authorized by the County's Director of the Office of Communications Technology or designated representative and designated representatives of the Participating Community which contains the applicable Host PSAPs. Any verbal approval must be followed-up and documented via e-mail.

Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with Operator to authorize the use of the Participating Community's FDLE router.

4.4 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 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. COUNTY shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. COUNTY shall review monthly performance reports of the Operator of the System as a method to monitor the Operator's compliance with the Standards. In the event the Operator is unable to meet the Standards, the contract with the Operator shall contain provisions to address Operator failures, such as but not limited to the ability to terminate the contract with Operator. Additionally, the COUNTY shall endeavor to include in the contract with Operator a provision that Operator's employees performing System Services shall be given the ability to transfer to a subsequent Operator in the event of termination of the Operator's contract.

COUNTY shall distribute the monthly performance reports to the Participating Communities within 30 days after the close of the previous month.

4.5 To the extent authorized by law and applicable rules and regulations relating to access to criminal justice information, COUNTY shall provide Participating Communities with the ability to view performance information of the System.

4.6 In the event that COUNTY chooses to contract for the operation of the System, COUNTY shall pursue good faith negotiations prior to October 1, 2013, to enter into a definitive agreement with an Operator who shall be responsible for performing services and tasks related to day-to-day operations of the Consolidated Regional E-911 Communications System, the System's PSAP locations, and the hiring, training, supervision, and discipline of all Operator's personnel. The agreement with the Operator shall establish benchmarks that must be met by the Operator and address the time at which the benchmarks shall be fully achieved. The agreement shall authorize COUNTY to monitor the Operator's performance, require the Operator to implement COUNTY requirements if the Operator fails to meet such benchmarks, and provide a process to address any Operator failure to meet the contract requirements.

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 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.

ARTICLE 5
TRANSITION PERIOD

5.1 The parties agree to cooperate and utilize their best efforts to coordinate the many complex aspects of transition to the System. Transition elements include, but are not limited to the following:

5.1.1 In the event that COUNTY chooses to contract for the operation of the System, COUNTY shall endeavor to include language in its contract with the Operator that the Operator shall employ civilian employees who performed, or have been hired by an existing PSAP facility and commenced the training to perform, call-taking, teletype, and dispatch PSAP functions as their primary job responsibility ("PSAP Employees") for any Participating Community that was operating its own PSAP prior to May 7, 2013, and that enters into this Agreement by August 30, 2013, and who meet the qualification standards, subject to the conditions set forth below:

A. PSAP Employees will be hired by the Operator and shall not be employees of COUNTY.

B. Criteria which may render a PSAP Employee ineligible for employment by the Operator shall be limited to the following:

(i) Conviction of a felony or other significant information found on a criminal records check;

(ii) Inability to pass a background check and drug test;

(iii) Florida Retirement System ("FRS") provisions prohibit employment by Operator.

C. Participating Communities shall remain responsible for pension obligations, sick and annual leave payouts, and all other employee obligations incurred prior to the hire date of PSAP Employees by the Operator.

D. In the event that a Participating Community that was operating its own PSAP prior to May 7, 2013 does not execute this Agreement by August 30, 2013 and all or a portion of its eligible PSAP Employees are not employed by the Operator by October 1, 2013, COUNTY's funding responsibility for Participating Community's PSAP Employees that are actually performing call-taking, teletype (queries only) and dispatch functions at the Participating Community's PSAP facility shall be limited to Personnel Costs until such time that the PSAP employees become employees of the Operator.

5.1.2 To the extent required by FRS, a MUNICIPALITY shall provide its PSAP Employees that are hired by Operator, a one-time election to participate in the pension plan of the Operator or remain in the MUNICIPALITY’s pension plan; or to the extent permitted by FRS, a MUNICIPALITY shall have the option of allowing its PSAP Employees that are hired by Operator, a one-time election to participate in the pension plan of the Operator or remain in the MUNICIPALITY’s pension plan. In either event, any required contribution amount in excess of the required FRS contribution amount for the PSAP Employees remaining in MUNICIPALITY's pension plan shall be and remain the sole responsibility of MUNICIPALITY. COUNTY, or its OPERATOR, will fund the MUNICIPALITY's contribution amount up to the established FRS rates, or up to the MUNICIPALITY's contribution rate, whichever is less. The PSAP Employees shall be responsible for any employee contribution amounts required under either election. The

MUNICIPALITY shall provide to COUNTY and Operator the PSAP Employees' pension election documentation.

5.1.3 COUNTY, in conjunction with Participating Communities and the Operator, shall use reasonable efforts to develop an employee transition plan prior to October 1, 2013, which shall include implementation details, performance benchmarks, and the schedule for consolidation.

5.1.4 COUNTY shall schedule meetings with each individual Participating Community to develop a written transition plan, approved by COUNTY, relating to each individual Participating Community's transition to a Host PSAP. The transition plan shall also contain an assessment of Participating Community's current performance standards, organizational structure, staffing levels, equipment requirements, standard processes, protocols, and operating costs. Each Participating Community, that operates a PSAP on May 7, 2013, shall provide to COUNTY no later than September 1, 2013, its historical performance indicator data.

5.1.5 The transition of Participating Communities to a Host PSAP shall be accomplished following the development of System implementation plan by COUNTY which implementation plan shall provide for the transition of Participating Communities to a Host PSAP in a manner which will minimize adverse impacts on the System as a whole. Following the completion of the implementation plan, it is possible that MUNCIPALITY shall not be transitioned to a Host PSAP by October 1, 2013. In the event that MUNICIPALITY is not transitioned to a Host PSAP on October 1, 2013, COUNTY's responsibility for System expenses for such MUNICIPALITY shall be limited to the payments it makes to the Operator for the Operator's Personnel Costs of civilian employees who perform call-taking, teletype (queries only) and dispatch PSAP functions as their primary job responsibilities at a non-Host PSAP facility or other expenses as specifically addressed in the RILA.

5.1.6 The COUNTY will endeavor to include in the agreement with the Operator a requirement that PSAP Employees shall perform System Services for the same general vicinity that they were servicing while employed by their Participating Community during the first year of the Operator's agreement (October 1, 2013 through September 30, 2014) provided there are sufficient employees available in any given vicinity to ensure that the System meets the Standards.

ARTICLE 6
FUNDING

COUNTY agrees to fund Capital and Operation Expenses of the System out of legally available COUNTY funds subject to Section 3.5. COUNTY shall retain the fees distributed to COUNTY from the Emergency Communications Number E-911 System Fund pursuant to Florida Statutes and Participating Communities shall no longer receive distributions of E-911 fees received by COUNTY from the Emergency Number E-911 System Fund as those funds shall be utilized to pay the eligible expenses of the System. Upon execution of this Agreement, MUNICIPALITY acknowledges and agrees that the Interlocal Agreement between COUNTY and MUNICIPALITY providing for Distribution of the Proceeds According to the Florida Emergency Telephone Act shall terminate effective October 1, 2013.

ARTICLE 7
RELATIONSHIPS OF THE PARTIES

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and severable between MUNICIPALITY and COUNTY.

ARTICLE 8
GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. COUNTY and MUNICIPALITY are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 9
DEFAULT AND TERMINATION

9.1 In the event there should occur any material breach in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty (30) days after receipt of notice from the non-breaching party specifying such breach, the non-breaching party may, if such breach is continuing, terminate this Agreement upon thirty (30) days' notice to the party in breach;

provided however, in the event of a material breach that is not susceptible to cure within such thirty (30) day period, the party in breach shall have such additional time as reasonably necessary as mutually agreed by both parties to complete such cure as long as the party in breach has commenced such cure within such 30 day period and diligently pursues such cure to completion. In the event that the party in breach has not remedied its breach, the non-breaching party(ies)shall have the right to seek monetary damages which shall include any additional incremental costs incurred by the System as a result of the actions of the breaching party.

9.2 In the event that MUNICIPALITY is a Participating Community which contains a Host PSAP and exercises its right to terminate this Agreement pursuant to the provisions set forth above, MUNCIPALITY agrees, that notwithstanding the termination, the Host PSAP shall continue to function as a Host PSAP for the System, at COUNTY's option, for a period of up to 365 days from MUNICIPALITY's termination.

9.3 In the event that COUNTY determines that adequate funds are not available, or determines not to appropriate adequate funds to continue this Agreement, COUNTY may terminate this Agreement. Termination shall be effective upon the termination date stated in the written notice provided by COUNTY, which termination date shall not be less than 365 days after the date of such written notice.

ARTICLE 10
RELEASE

In consideration of COUNTY's funding of the System and its provision of System Services, MUNICIPALITY hereby releases COUNTY, all COUNTY departments and divisions, and all current and former COUNTY agents, officers, and employees (collectively, "Releasees") from any and all causes of action, claims, demands, and damages (collectively "claims"), whether or not previously asserted, that MUNICIPALITY has, or may have, against any or all of the Releasees, which claims relate to, arise from, or are in connection with this Agreement or relate in any manner to the performance or lack thereof, funding or lack of funding for E-911 communications, call-taking, teletype, dispatch services or any combination thereof, that existed or arose prior to the date of this Agreement. This release only applies to claims of MUNICIPALITY that arose or may have arisen prior to the commencement date of this Agreement. MUNICIPALITY understands, acknowledges, and agrees that this release is a full and final bar to MUNICIPALITY pursuing these claims in any forum. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 11
MISCELLANEOUS

11.1 ASSIGNMENT. This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by any party without the prior written consent of the other party to this Agreement.

11.2 STATE AND FEDERAL LAWS. The provisions of this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the state of Florida.

11.3 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR MUNICIPALITY:

_____
_____
_____

11.4 PRIOR AGREEMENTS. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

11.5 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or MUNICIPALITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made

within thirty (30) days of final court action, including all available appeals. The election to terminate shall be in writing and comply with the provisions of section 11.3 herein and shall be effective upon the termination date stated in the written notice, which termination date shall not be less than 365 days after the date of such written notice.

11.6 REPRESENTATIONS AND WARRANTIES. Each of the PARTICIPATING COMMUNITIES and COUNTY hereby represents and warrants as to itself as follows:

(a) It is duly organized and validly existing under the constitution and laws of the state of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;

(b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

11.7 JOINT PREPARATION. Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

11.8 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall 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.

11.9 THIRD PARTY BENEFICIARIES. Neither MUNICIPALITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge 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 of them based upon this Agreement.

11.10 AMENDMENTS. The parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained

herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and MUNICIPALITY or others delegated authority to or otherwise authorized to execute same on their behalf.

11.11 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree 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, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, PARTICIPATING COMMUNITIES AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.12 MULTIPLE ORIGINALS. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

11.13 FORCE MAJEURE. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed.

11.14 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this 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 _____, 20____, and _____, signing by and through officers duly authorized to execute same.

COUNTY

ATTEST:

_____
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By_____
Mayor
____ day of _____, 20____

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By_____
Noel M. Pfeffer (Date)
Deputy County Attorney

MUNICIPALITY

WITNESS:

_____
City of

_____

_____

_____ day of _____, 20__.

ATTEST:

By_____
City Manager

_____
City Clerk

_____day of _____, 20__.

(CORPORATE SEAL)

APPROVED AS TO FORM:

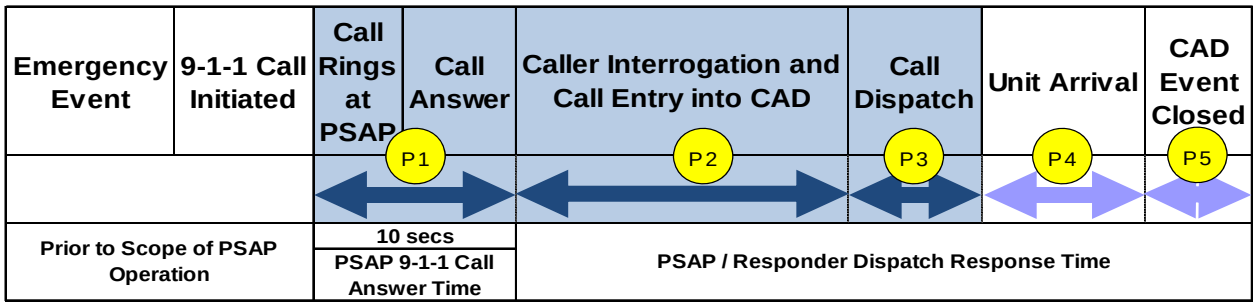
_____
City Attorney

NMP:SVT:slw
8/21/13
E-911CountyFundedSystemCLEAN
13-025.08

Exhibit A
Regional Interlocal Agreement (RILA)

Exhibit B
Performance Standards

The performance of the Consolidated Regional E-911Communications System (System) will be based on the Lifecycle of an Emergency Call for calls received on the emergency lines (911 lines). As illustrated in the diagram below, operational performance indicators P1, P2, and P3 will be measured, reported and benchmarked against industry best practice standards. Efficiency (cost) measures will be utilized to evaluate the cost of the System.



P1 **9-1-1 Call Answer Time**
P2 **Time from Call Answered to Call Entered in CAD (and forwarded to Dispatcher)**
P3 **Time from CAD Entry until a Unit is Dispatched**
P4 **Time from Unit Dispatched until Unit Arrives on Scene**
P5 **Time from Unit Arrives on Scene until Incident is Closed**

To ensure the performance of the Consolidated Regional E-911Communications System is evaluated in a reasonable manner, performance standards have been separated based on a transition and post-transition period. The County, Operator and Operational Planning/Implementation Workgroup members will collaborate to provide recommendations to the County Administrator on the appropriate operational measures to be used to evaluate the System and establish annual performance targets to ensure incremental progress is being achieved.

Performance measures will become effective at such time a Participating Community has migrated to the System. Migration to the System shall be determined by County.

Transition Period

The transition period begins May 7, 2013, and continues through September 30, 2015.

The following measures will be utilized to track the efficiency and operational performance of the regional system on a monthly basis during transition phase:

Efficiency Measurements:

- Operational Cost per call for System
- Operational Cost per E911 call received

Time to Answer Emergency (911) Lines Standard:

- Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) during the busy hour shall be answered within ten (10) seconds (P1)

  The busy hour is defined as the hour each day with the greatest call volume.

- Ninety-five (95%) of all 9-1-1 calls should be answered within twenty (20) seconds (P1)

Alarms (audible, silent, panic, fire, smoke, medical etc.) Received on Emergency Lines Standard:

- Ninety-five percent (95%) of alarms received on emergency lines shall be answered within 15 seconds (P1)

- Ninety-nine percent (99%) of alarms shall be answered within 40 seconds (P1)

First Call Process Time Standard:

Emergency alarm processing for the following call types shall be completed within 90 seconds, 90% of the time and within 120 seconds, 99% of the time (P2 and P3):

- Calls requiring emergency medical dispatch questioning and pre-arrival instructions

- Calls requiring language translation

- Calls requiring the use of a TTY/TDD device or audio/video relay services

- Calls of criminal activity that require information vital to emergency responder safety prior to dispatching units

- Hazardous material incidents

- Technical rescue

- With the exception of the above six call types, 80% of emergency alarm call processing shall be completed within 60 seconds, and 95% of alarm processing shall be completed within 106 seconds (P2 and P3)

- Where alarms are transferred from the primary public safety answering point (PSAP) to a primary and secondary answering point, the transfer procedure shall not exceed 30 seconds for 95% of all alarms processed* (P2)

*Only applicable if non-participating municipalities operate their own primary and secondary PSAP

Law Enforcement Call Process Time Standard:

- Priority one and priority two law enforcement calls shall be processed within 45 seconds, 90% of the time ** (P2 and P3)

- Priority three law enforcement calls shall be processed within 90 seconds, 90% of the time ** (P2 and P3)

Note: Availability of police units shall be considered when reviewing performance. Agencies must adopt standard signal codes to evaluate performance and the authority having jurisdiction shall determine time frames allowed to the completion of dispatch.

**Priority assignments based on current proposed standard

Emergency Medical Dispatch Standard:

- 95% case entry compliance rate

- 90% total compliance rate (case entry, chief complaint, key questions, and post-dispatch/pre-arrival instructions)

- 1% of all cases receive quality assurance case review*

*Based on NAED compliance standard for agencies with a call volume of over 500,000

If an operational or efficiency performance standard is out of compliance in any month, the County shall provide a notice of non-compliance to the Operator. The County, in collaboration with the Operator, shall develop an action plan that may include changes to processes, practices and procedures; which the Operator shall implement to bring the operational or efficiency performance standard back into compliance.

In event the Operator is out of compliance for three (3) consecutive months, the Operator's contract may be terminated, at the discretion of the County, for failure to meet the established performance standards. In the event, the Operator's contract is terminated; the County may assume operation of the System or may choose to contract with another entity to operate the Consolidated System. PSAP employees that support the system will be transferred to the County or another operator of the System.

Operational and efficiency performance standards shall be evaluated monthly by the County using data from the previous month. Each Participating Community, Police Chief's

Association and Fire Chief's Association shall be provided a report on the Operator's performance utilizing this data no later than 30 days following the end of the previous month.

The County shall provide an annual report on the Operator's performance to each Participating Community, Police Chief's Association and Fire Chief's Association.

The Operator will be evaluated on its ability to achieve the necessary operational and efficiency performance standards, adherence to established actions and overall performance of the Consolidated Regional E-911 Communications System.

Post-Transition Period

The post-transition period begins October 1, 2015. The performance targets of the Consolidated Regional E-911Communications System will be based on the Lifecycle of an Emergency Call for calls received on the emergency lines (911 lines). The County, Operator and Operational Planning/Implementation Workgroup members will collaborate to provide a recommendation to the County Administrator on the appropriate operational measures to be used to evaluate the System and establish annual performance targets to ensure incremental progress is being achieved.

If an operational or efficiency performance standard is out of compliance in any month, the County shall provide a notice of non-compliance to the Operator. The County, in collaboration with the Operator, shall develop an action plan that may include changes to processes, practices and procedures; which the Operator shall implement to bring any measure back into compliance.

In event the Operator is out of compliance for three (3) consecutive months, the Operator's contract may be terminated, at the discretion of the County, for failure to meet the established performance standards. In the event, the Operator's contract is terminated; the County may assume operation of the System or may choose to contract with another entity to operate the Consolidated System. PSAP employees that support the system will be transferred to the County or another operator of the System.

Operational and efficiency performance standards shall be evaluated monthly using data from the previous month. Each Participating Community, Police Chief's Association, and Fire Chief's Association shall be provided a report on the Operator's performance utilizing this data no later than 20 days following the end of the previous month.

The County shall provide an annual report on the Operator's performance to each Participating Community, Police Chief's Association and Fire Chief's Association.

The Operator will be evaluated on its ability to achieve the necessary operational and efficiency performance standards, adherence to established actions and overall performance of the Consolidated Regional E-911 Communications System.

Efficiency and operational measures may include the following:

Efficiency Measurements:

- Operational Cost per call for System (Target: $9.83)
- Operational Cost per E911 call received (Target: $14.85)

Time to Answer Emergency (911) Lines Standard:

- Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) during the busy hour shall be answered within ten (10) seconds (P1)

  The busy hour is defined as the hour each day with the greatest call volume.

- Ninety-five (95%) of all 9-1-1 calls should be answered within twenty (20) seconds (P1)

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- Technical rescue

- With the exception of the above six call types, 80% of emergency alarm call processing shall be completed within 60 seconds, and 95% of alarm processing shall be completed within 106 seconds (P2 and P3)

- Where alarms are transferred from the primary public safety answering point (PSAP) to a primary and secondary answering point, the transfer procedure shall not exceed 30 seconds for 95% of all alarms processed* (P2)

*Only applicable if non-participating municipalities operate their own primary and secondary PSAP

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Note: Availability of police units shall be considered when reviewing performance. Agencies must adopt standard signal codes to evaluate performance and the authority having jurisdiction shall determine time frames allowed to the completion of dispatch.

**Priority assignments based on current proposed standard

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- 90% total compliance rate (case entry, chief complaint, key questions, and post-dispatch/pre-arrival instructions)

- 1% of all cases receive quality assurance case review*

*Based on NAED compliance standard for agencies with a call volume of over 500,000

For a municipality that elects to become a PARTICIPATING COMMUNITY subsequent to August 30, 2013, the development and implementation of the transition plan shall contain provisions to minimize adverse impacts on the System by the addition of such municipality.