



DATE: November 4, 2013 13M-023

MEMO TO: William MacDonald, Director, Bureau of Finance & Budget (via email)
Victor Marrero, Director, Risk Management (via email)
Neesa Warlen, Director, Purchasing Administration (via email)

FROM: Stephen Muffler, Special Legal Counsel
Office of the General Counsel

SUBJECT: Executed Contract –Broward County-E911 Regional System (13C-037)

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

Party: BSO and Broward County

Purpose: To create a Consolidated Regional E-911 Communications System to provide call-taking, teletype (queries only), and dispatching services which County will operate or contract to operate.

Consideration: County agrees to make payments according to Section 4.6 of the Agreement. Item Budget and funding schedule is attached hereto as Exhibit C

Term: The Agreement expires September 30, 2018

Special Conditions: County or BSO must provide at least 365 days written notice of any intent not to renew the Agreement prior to the end of the current term.

The Agreement shall automatically be extended for an additional five year period and shall be effective from October 1, 2018-September 30, 2023

Approved by: Lisa Zarazinski, Director, Regional Communications

SM/ag

Enclosures

cc: Robert R. Pusins, Executive Director, Community Services (via e-mail)
Angelo Castillo, Executive Director, Finance (via e-mail)
Lisa Zarazinski, Director, Regional Communications (via email)
Angela Mize, Assistant Director, Regional Communications (via e-mail)
Scott Perrin, Regional Comm. Mgmt. Liaison, Regional Communications (via e-mail)
Irene Costa, Contract Manager, Purchasing Administration (via email)
Blanca Adornos, Administrative Assistant, Administration Operations (via e-mail)
Susan Graves, Administrative Assistant, Bureau of Finance & Budget (via email)

AGREEMENT

between

BROWARD COUNTY

and

SHERIFF OF BROWARD COUNTY, FLORIDA

for

**THE OPERATION OF CALL-TAKING, TELETYPE (QUERIES ONLY) AND
DISPATCH SERVICES FOR THE CONSOLIDATED REGIONAL
E-911 COMMUNICATIONS SYSTEM**

AGREEMENT

between

BROWARD COUNTY

and

SHERIFF OF BROWARD COUNTY, FLORIDA

for

THE OPERATION OF CALL-TAKING, TELETYPE (QUERIES ONLY) AND
DISPATCH SERVICES FOR THE CONSOLIDATED REGIONAL
E-911 COMMUNICATIONS SYSTEM

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

SHERIFF OF BROWARD COUNTY, FLORIDA, hereinafter referred to as "OPERATOR."

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 of County Commissioners 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, some of which are cities that contract with the Sheriff for law enforcement and fire rescue services including call-taking and dispatch services, 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, reduce or 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, businesses, 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; and

WHEREAS, the responsibility for the management, administration, and oversight relating to the creation and operation of the Consolidated Regional E-911 Communications System shall reside with COUNTY; and

WHEREAS, COUNTY has the option to perform, or enter into a contract with a vendor to perform, call-taking, teletype (queries only), and dispatch operations of the System; and

WHEREAS, COUNTY has determined that it is desirable to enter into a performance based contract for the call-taking, teletype (queries only), and dispatch operations of the System and OPERATOR has agreed to perform such services, NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and OPERATOR agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of the Broward County government by the Charter of Broward County, Florida.
- 1.2 Agreement. The term "Agreement" shall mean this Agreement between COUNTY and OPERATOR.
- 1.3 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.
- 1.4 Alarm Lines. The term "Alarm Lines" shall mean any call received on a designated alarm line trunk which requires an immediate law enforcement, EMS, or fire rescue call for service dispatch or a combination thereof.
- 1.5 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.
- 1.6 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.

- 1.7 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.
- 1.8 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, EMS, and police services.
- 1.9 Contract Administrator. The term "Contract Administrator" shall mean the Broward County Administrator or designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with OPERATOR and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.10 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.
- 1.11 Emergency Call. The term "Emergency Call" shall mean a call that requires immediate law enforcement, EMS, or fire rescue call for service dispatch, or a combination thereof.
- 1.12 Fiscal Year. The term "Fiscal Year" shall mean October 1 to September 30.
- 1.13 Host PSAP. The term "Host PSAP" shall mean a facility providing the service and housing the equipment and personnel that provide E911 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.
- 1.14 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.

- 1.15 Operational Expenses. The term "Operational Expenses" shall mean the necessary personnel and operating expenses to support the call-taking, teletype (queries only), and dispatch services under the Consolidated Regional E-911 Communication System. Operational Expenses include office equipment, routine supplies, maintenance, software and software licenses, expenses related to state or national certifications, and costs associated with the addition of new personnel as set forth on Exhibit "L." The software and software licenses shall be limited to those items set forth on Exhibit "M"; provided, upon mutual agreement, additional software and software licenses necessary to perform System Services may be added.
- 1.16 Operational Funding. The term "Operational Funding" shall mean the funding necessary to operate the call-taking, teletype and dispatch functions of the Consolidated Regional E-911 Communications System, subject to both the appropriation and availability of adequate funds by COUNTY.
- 1.17 Operator. The term "Operator" shall mean 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, direction, and discipline of all Operator's personnel.
- 1.18 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 an agreement with COUNTY for Participation in the Consolidated Regional E-911 Communications System. The Participating Communities shall be set forth on Exhibit "B," which exhibit shall be updated upon the addition of additional Participating Communities.
- 1.19 PSAP. The term PSAP (Public Safety Answering Point) shall mean the location and facility providing the service and housing the equipment and personnel that provide E911 call-taking, teletype (queries only), and dispatching services.
- 1.20 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.
- 1.21 Shall. 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.
- 1.22 Supervisor Call or Duty Officer Call. The term "Supervisor Call" or "Duty Officer Call" shall mean a call received in a Host PSAP that is specific to regional

operations and is handled by Supervisor or Duty Officer assigned to the Host PSAP.

- 1.23 System Services. The term "System Services" shall mean the operational services performed by 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, direction, and discipline of Operator's personnel.
- 1.24 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 utilizing the procedures set forth on Exhibit "G." 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).
- 1.25 Transition Period. The term "Transition Period" shall mean the period of beginning upon the execution of this Agreement and continuing through September 30, 2015, as it relates to those Participating Communities set forth on Exhibit "B" as of September 30, 2013.
- 1.26 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 2 SCOPE OF SERVICES

- 2.1 OPERATOR shall provide System Services as required in this Agreement and Exhibit "A." The Scope of Services is a description of OPERATOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, and tasks which are such an inseparable part of the work described that exclusion would render performance by OPERATOR impractical, illogical, or unconscionable.

- 2.2 OPERATOR acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin upon proper execution and terminate on September 30, 2018, unless terminated sooner as provided for herein. Unless COUNTY or OPERATOR provides the other with 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, and shall be effective from October 1, 2018, through September 30, 2023, unless sooner terminated as provided herein.
- 3.2 Notwithstanding anything in this Agreement to the contrary, and subject to the provisions set forth in Section 7.2, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds by COUNTY in accordance with Chapter 129, Florida Statutes.
- 3.3 All duties, obligations, and responsibilities of OPERATOR required by this Agreement shall be completed no later than the last day of the term or any renewal thereof, or early termination. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4
COMPENSATION

- 4.1 COUNTY agrees to pay OPERATOR, in the manner specified in Section 4.6, as compensation for work actually performed and completed pursuant to this Agreement the amounts set forth on the line item budget and funding schedule established for Fiscal Year 2014, a copy of which is attached hereto as Exhibit "C." In subsequent Fiscal Years, COUNTY shall work with OPERATOR to develop a proposed budget for recommendation to, and approval by, the Board of County Commissioners, which proposed budget shall be submitted on or before the preceding April 1. The budget shall include line item details for all personnel services (salaries and fringe benefits) and all operating expenses for System Services. Each line item will include a description of how it was calculated. A position by position salary schedule will be included in the detail backup for salary line item. The budget shall be developed in accordance with COUNTY's rules and procedures for budget development. The development of the budget addressed herein is a mechanism to arrive at the proper compensation to OPERATOR as a vendor providing System Services pursuant

to a contract for services. The parties acknowledge and agree that the budget process addressed herein is separate and distinct from the budget process and appeal rights established in Section 30.49, Florida Statutes; the parties further agree that the provisions of Section 30.49, Florida Statutes, are not applicable to the budget developed for this contract for services, accordingly, there shall be no rights of appeal to the Administration Commission of the State of Florida.

In the event the parties are unable to agree on a budget by June 1, County Administrator and Sheriff shall meet within seven (7) calendar days in an attempt to resolve any issues related to the budget. In the event that the parties are unable to resolve the budget issues, either party may provide the other a notice of termination; provided, however that OPERATOR shall continue to provide System Services and shall receive compensation as established in the previous year's approved budget until the previous Fiscal Year's budgeted funds are depleted. Notwithstanding the provisions of Article 7, a notice of termination issued pursuant to the provisions of this Section shall be effective upon the date, as determined by COUNTY, that the previous year's budgeted funds shall be depleted by OPERATOR's performance of System Services at its then current rates in the current Fiscal Year, unless the parties mutually agree to an earlier termination date.

OPERATOR acknowledges that the budget developed for each Fiscal Year is premised on the number of Participating Communities and the call volume related thereto. In the event that on October 1, 2013, there are more or less than twenty nine (29) Participating Communities, Exhibit "C" shall be reduced or increased by COUNTY to reflect the actual costs based upon a fewer or greater number of Participating Communities and the diminished or increased call volume. Additionally, in the event that a Participating Community shall be removed from the System for any reason during any Fiscal Year, the approved budget shall be reduced by COUNTY to reflect the actual costs based upon a diminution of call volume. COUNTY shall implement any budget adjustments under this Agreement pursuant to COUNTY policy.

It is acknowledged and agreed by OPERATOR that the compensation set forth in the approved budget is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate OPERATOR for its services related to this Agreement. Notwithstanding the foregoing, in the event an unforeseen event, peril, local or national emergency shall cause a material increase in the call volumes resulting in an increase in Operational Expenses during any Fiscal Year, OPERATOR shall submit to COUNTY, in writing, detailed information and documentation to support its request for additional Operating Expenses. Following receipt of the written documentation, COUNTY and OPERATOR agree to enter into negotiations to address the necessity for an amendment to the current Fiscal Year budget approved pursuant to Article 4 herein. Any amendment to the budget will be subject to approval by the Board of County Commissioners.

- 4.2 The OPERATOR acknowledges and agrees: (i) COUNTY shall provide for management, administration, and oversight of the Consolidated Regional E-911 Communications System; (ii) COUNTY shall fund the Capital and Operational Expenses of the System out of legally available COUNTY funds; (iii) effective October 1, 2013, COUNTY shall remove from OPERATOR's general fund budget any and all funds programmed for call-taking and dispatch services and other costs related to the System and, in lieu thereof, OPERATOR shall receive the funds in Section 4.1 subject to the terms herein; (iv) COUNTY shall retain the fees distributed to COUNTY from the Emergency Communications Number E-911 System Fund pursuant to Florida Statutes; and (v) OPERATOR's compensation for the System Services herein is limited to System Services provided to COUNTY's unincorporated area, Port Everglades, Fort Lauderdale-Hollywood International Airport, and Participating Communities.
- 4.3 OPERATOR agrees and acknowledges that, in the event OPERATOR performs any call-taking, teletype and/or dispatch services for a municipality that is not a Participating Community, such services shall not be compensated by COUNTY pursuant to this Agreement nor shall such services be performed utilizing assets or resources of the System.
- 4.4 OPERATOR agrees to provide documentation, as requested by COUNTY, to verify that COUNTY resources including, but not limited to, any COUNTY funds or assets ("County Resources") are not being utilized to support or subsidize municipal responsibilities as established in the RILA or municipal responsibilities that are not part of the System Services established in this Agreement. In the event COUNTY determines that OPERATOR has used County Resources to benefit a Non-Participating Community or County Resources have been utilized to support municipal or OPERATOR responsibilities as set forth in the RILA, or to support municipal or OPERATOR responsibilities that are not part of the System Services established in this Agreement, OPERATOR shall immediately reimburse the COUNTY the value of such County Resources. The misuse of County Resources may be deemed cause for termination of this Agreement.
- 4.5 OPERATOR agrees and acknowledges that only services for the System and the Participating Communities, as described herein, are to be performed in Host PSAP facilities or in the PSAP facilities of Participating Communities that are being transitioned to the System.
- 4.6 An annualized monthly payment, based upon the approved or amended budget, for System Services shall be payable to OPERATOR on the first day of each month. OPERATOR shall provide COUNTY with a monthly detailed report, on a form approved by COUNTY, by the twentieth day of the month which shall detail the actual year to date expenditures which shall include any vacant employee positions. A reconciliation report shall be prepared by COUNTY no later than thirty days following the close of each quarter. The reconciliation report shall

reflect actual expenditures against the annualized monthly payments received by OPERATOR. In the event that the actual expenditures are less than the annualized monthly payments received by OPERATOR for the quarter, the next annualized monthly payment to OPERATOR shall be reduced by the amount of any excess payment. Upon the expiration or early termination of this Agreement for any reason, COUNTY shall prepare a final reconciliation report; OPERATOR shall remit to COUNTY, within thirty days, any excess payment as reflected in the final reconciliation report.

- 4.7 OPERATOR shall establish a separate special fund for revenue and expenses associated with System Services and such fund shall be used only to fund System Services. OPERATOR shall not transfer funds from the System Services funds to any other areas of its budget. OPERATOR shall return any excess System Services funding to COUNTY at the end of each Fiscal Year for deposit into COUNTY's general fund.

- 4.8 Payment shall be made to OPERATOR at:

Bureau of Finance & Budget
Broward County Sheriff's Office
P.O. Box 9507
Fort Lauderdale, FL 33310

ARTICLE 5 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. OPERATOR is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 6 INSURANCE

- 6.1 OPERATOR is a state agency as defined by Section 768.28, Florida Statutes. OPERATOR shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if OPERATOR elects to purchase any additional liability coverage including excess liability coverage, OPERATOR agrees that Broward County will be included as an additional insured on the policy.
- 6.2 In the event OPERATOR elects to no longer be self-insured under Chapter 440, Florida Statutes, OPERATOR shall give prompt notice to COUNTY and

OPERATOR shall provide, pay for and maintain in force Workers' Compensation Insurance for the term of this Agreement.

ARTICLE 7 TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days, or in accordance with the provisions set forth in Exhibit "D," after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by either party. Termination for convenience shall be effective on the termination date stated in the written notice which termination date shall be not less than three hundred and sixty five (365) calendar days after the date of such written notice; provided, however, that any termination for convenience shall take effect only as of the beginning of the succeeding Fiscal Year. This Agreement may also be terminated by County Administrator upon such notice as COUNTY's County Administrator deems appropriate under the circumstances in the event COUNTY's County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided. OPERATOR agrees that upon termination of this Agreement for any reason, OPERATOR shall cooperate in good faith in the transition of System Services to any subsequent Operator. Additionally, OPERATOR agrees that it shall not interfere or provide any impediments to its employees performing System Services that desire to transfer to the subsequent Operator and OPERATOR agrees to facilitate, cooperate, and assist in the transfer of such employees.
- 7.2 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 three hundred and sixty five (365) days after the date of such written notice.
- 7.3 This Agreement may be terminated for cause for reasons including, but not limited to, OPERATOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; failure of OPERATOR to meet the Performance Standards set forth in Exhibit "D"; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

- 7.4 Notice of termination shall be provided in accordance with Section 9.5 "NOTICES" of this Agreement except that notice of termination by County Administrator, which County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.5 In the event this Agreement is terminated for convenience by COUNTY, OPERATOR shall be paid for any services performed through the date this Agreement is terminated. The parties acknowledge and agree that they have received good, valuable and sufficient consideration, the receipt and adequacy of which are, hereby acknowledged, for the right to terminate this Agreement for convenience.
- 7.6 In the event this Agreement is terminated for any reason, any amounts due OPERATOR shall be withheld by COUNTY until all documents and reports required by the terms of this Agreement, and which have not yet been provided, are provided to COUNTY.

ARTICLE 8 EEO

- 8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by any party to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the other party, to terminate this Agreement.

OPERATOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. OPERATOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, OPERATOR shall take affirmative steps to prevent discrimination in employment against disabled persons. COUNTY shall take affirmative steps to assure that the Host PSAP locations and COUNTY-provided equipment are ADA compliant.

ARTICLE 9
MISCELLANEOUS

9.1 PUBLIC RECORDS, AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent OPERATOR is a Contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, OPERATOR shall:

- 9.1.1 Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service;
- 9.1.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 9.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 9.1.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of OPERATOR to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 7.1.

To the extent permitted by law, COUNTY shall have the right to audit the books, records, and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of OPERATOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, OPERATOR shall make same available at no cost to COUNTY in written form. Additionally, COUNTY shall have the right to conduct audits of the operational components and activities of the OPERATOR as they relate to its performance of the services required in this Agreement. This audit right shall permit COUNTY to examine and audit any and all policies, procedures, protocols, processes and practices that relate to the OPERATOR's performance of the services required in this Agreement.

To the extent permitted by law, OPERATOR shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes, as may be amended from time to time), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated, the books, records, and accounts shall be retained and made available until completion of the audit; provided that if audit findings have not been resolved, such records shall be retained until final resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to OPERATOR's records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

9.2 PUBLIC ENTITY CRIME ACT

OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list.

9.3 INDEPENDENT CONTRACTOR

OPERATOR is an independent contractor under this Agreement. Services provided by OPERATOR pursuant to this Agreement shall be subject to the supervision of OPERATOR. In providing such services, neither OPERATOR nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to OPERATOR or OPERATOR's agents any authority of any kind to bind COUNTY in any respect whatsoever. Notwithstanding anything to the contrary contained in this Agreement, OPERATOR is a Florida Constitutional Officer and in no way shall this Agreement be interpreted or performed in a manner to limit, condition, or assign OPERATOR's discretionary authority granted to it under Florida law.

9.4 THIRD PARTY BENEFICIARIES

Neither OPERATOR nor COUNTY 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 of them based upon this Agreement.

9.5 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
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301

FOR OPERATOR:

Robert R. Pusins
Executive Director
Department of Community Services
Broward Sheriff's Office
2601 W. Broward Boulevard

In the event OPERATOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as OPERATOR.

9.8 MATERIALITY AND WAIVER OF BREACH

COUNTY and OPERATOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.9 COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.10 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 OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within thirty (30) calendar days after the finding by the court becomes final. The election to terminate shall be in writing and comply with the provisions of Section 9.5 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.

9.11 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.

9.12 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.13 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, OPERATOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.14 AMENDMENTS

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 of County Commissioners and OPERATOR or others delegated authority to or otherwise authorized to execute same on their behalf.

9.15 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. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.16 PAYABLE INTEREST

9.16.1 Payment of Interest. COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof OPERATOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.16.2. Rate of Interest. In any instance where the prohibition or limitations of Section 9.16.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," "K," "L," "M," and "N" are incorporated into and made a part of this Agreement.

9.18 REPRESENTATION OF AUTHORITY

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 legal authority.

9.19 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.

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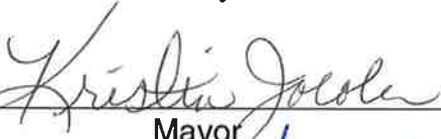
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 7th day of May, 2013 and OPERATOR, signing by and through its Sheriff, 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

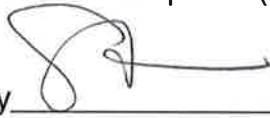
30th day of September, 2013

Insurance requirements
approved by Broward County
Risk Management Division


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  9/25/13
Risk Management Division (Date)

Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By 
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

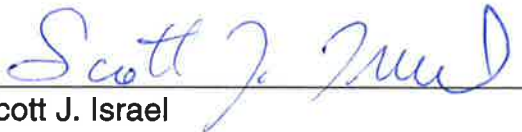
APPROVED:

 9/25/13
Noel M. Pfeffer (Date)
Deputy County Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND SHERIFF OF BROWARD
COUNTY, FLORIDA FOR THE OPERATION OF CALL-TAKING AND DISPATCH
SERVICES FOR THE CONSOLIDATED REGIONAL E-911 SYSTEM

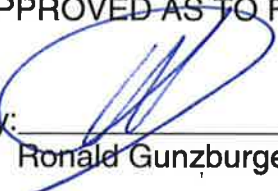
SHERIFF OF BROWARD COUNTY



Scott J. Israel
Sheriff

Date: 9-18-13

APPROVED AS TO FORM:


By: _____
Ronald Gunzburger, General Counsel

Date: 09/17/13

NMP:SVT:slw
BSO E911 OPERATIONS
9-12-13
13-025.13

EXHIBIT "A"
SCOPE OF SERVICES

1. Establishment of System

- a. COUNTY is establishing a Consolidated Regional E-911 Communications System herein after referred to as "System" which shall consist of the unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities. COUNTY shall provide for the management, administration, and oversight of the Consolidated Regional E-911 Communications System and OPERATOR shall provide System Services as described in this Agreement as specifically defined in Sections 1.17. The System shall operate subject to the control, internal operating rules and regulations of COUNTY.
- b. The Consolidated Regional E-911 Communications System shall 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 lease or otherwise obtain the use of the COUNTY designated Host PSAP locations and OPERATOR shall provide System Services at the designated Host PSAP locations. The COUNTY shall retain the authority to direct at which Host PSAP facility specific System Services shall be performed.

During the Transition Period, OPERATOR shall perform System Services at PSAP facilities, other than Host PSAP locations, if the PSAP Employees have transitioned to OPERATOR employment until those PSAP locations are transitioned to a Host PSAP facility. OPERATOR shall maintain the existing personnel and operational structure at such PSAP facilities until those PSAP facilities are transitioned to a Host PSAP facility.

COUNTY, in conjunction with each Participating Community and the OPERATOR, shall develop a System implementation plan. The System implementation plan shall include implementation details to ensure public safety, performance benchmarks, and a schedule for the migration of each Participating Community to a Host PSAP facility. The System implementation plan shall also address the transition of PSAP Employees to the OPERATOR's employment. The plan shall ensure that all Participating Communities shall not be migrated to Host PSAP facilities simultaneously. The COUNTY shall have final approval of the System implementation plan.

2. Facilities

- a. Except as specifically set forth in section 1 b. above, OPERATOR shall perform System Services in the Host PSAP locations ("Facilities") and OPERATOR shall not use the Facilities for any other purpose. OPERATOR shall occupy the Facilities subject to the terms of the agreements between Broward County and the Host PSAP cities ("Lease Agreements), copies of which are attached hereto as Exhibit "J."
- b. COUNTY shall be responsible for maintenance and repair of the Facilities as set forth in the Lease Agreements and COUNTY may access and utilize the Facilities as necessary to perform its duties related to the management, administration, and oversight of the System.
- c. OPERATOR shall keep the Facilities in good repair and shall not destroy, deface, damage, impair, or remove any part of the Facilities. In the event that OPERATOR, its employees, agents, or invitees shall destroy, deface, damage, impair or remove any part of the Facilities, OPERATOR shall be responsible for any and all necessary repairs or replacement at its sole cost and expense, normal wear and tear excepted. OPERATOR, hereby covenants, that no nuisance or hazardous trade or occupation shall be permitted or carried on, in, or upon the Facilities; no act or thing shall be permitted, and nothing shall be kept in or about the Facilities, which will increase the risk of hazard of fire; no waste shall be permitted or committed upon, or any damage done, to the Facilities; and OPERATOR shall not use or occupy, or permit the Facilities to be used or occupied, in any manner that will violate any laws or regulations of any governmental authority. OPERATOR acknowledges and agrees that all of OPERATOR's personal property and the property of its agents, officers and employees, placed in the Facilities shall be at the risk of OPERATOR. OPERATOR shall give COUNTY prompt written notice of any accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinklers and hot water systems, elevators, heating, ventilating and air conditioning systems, plumbing and electrical systems, utilities, or other building components.
- d. Upon the expiration or earlier termination of this Agreement, or upon notice from COUNTY that the Lease has expired or been terminated, OPERATOR shall surrender possession of the Facilities and all COUNTY owned equipment and furnishings within the time period established by COUNTY. OPERATOR agrees that it will leave the Facilities in the condition existing on the commencement of its occupation of the Facilities, subject to reasonable wear and tear.
- e. In the event that COUNTY determines that the Public Safety Building shall be utilized as a Host PSAP location, COUNTY shall be responsible for

Fort Lauderdale, Florida 33312

With a copy to:
Ron Gunzburger, General Counsel
Office of the General Council
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, Florida 33312

9.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, OPERATOR shall not subcontract any portion of the work required by this Agreement.

OPERATOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

OPERATOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of OPERATOR's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

9.7 CONFLICTS

Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

OPERATOR further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or OPERATOR is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude OPERATOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

making the necessary structural and non-structural alterations and/or improvements to support the System. Access to the Host PSAP facility located at the Public Safety Building shall be granted to COUNTY employees and vendors in accordance with the Management Control Agreement between OPERATOR and COUNTY dated February 26, 2013.

3. Equipment

COUNTY shall provide equipment for the use of the OPERATOR as required in the RILA and shall also provide necessary office equipment, software, and software licenses (including upgrades for client licenses only and reoccurring fees associated with software), computers and consolettes for OPERATOR's use in performing System Services from the COUNTY's Consolidated Regional E-911 Budget. Any equipment, software, and software licenses purchased with funds from the budget developed pursuant to the provisions of Article 4 shall remain COUNTY provided equipment. COUNTY shall retain title of COUNTY provided equipment and no right, title, or interest in COUNTY provided equipment shall pass to OPERATOR unless expressly set forth in the RILA. OPERATOR shall not purchase any equipment for use in Host PSAP locations without prior written approval of COUNTY. OPERATOR shall not remove any markings, and shall affix to COUNTY provided equipment any markings requested by COUNTY to evidence COUNTY's ownership interest. OPERATOR acknowledges and agrees that use of COUNTY provided equipment is limited to System Services and further acknowledges and agrees that OPERATOR shall not use COUNTY provided equipment for any other purpose whatsoever without prior written approval of COUNTY.

OPERATOR shall bear the cost of all routine supplies for all equipment as part of the budget developed pursuant to Article 4 herein. COUNTY shall be responsible for maintenance of COUNTY owned equipment unless maintenance is required on COUNTY owned equipment for the following reasons:

- a. use of the COUNTY owned equipment in other than the manner for which it was installed, or
- b. damage to County owned equipment by OPERATOR or its employees or agents, or
- c. modification of COUNTY owned equipment by OPERATOR not authorized by COUNTY.

In the event that OPERATOR is responsible for maintenance of COUNTY owned equipment as set forth above, OPERATOR shall be responsible for any and all maintenance charges, including but not limited to the cost of labor and parts.

OPERATOR shall bear the entire risk of loss for damage, excluding acts of God or man-made disaster to the COUNTY provided equipment. For the purposes of this Agreement, a man-made disaster shall mean any industrial, nuclear, or transportation accident, or explosion resulting from man-made causes, including power surges, overloads, shortages, computer viruses or malware which threaten or cause damage to property, human suffering, hardship or loss of life.

4. Staffing

- a. OPERATOR shall provide and employ the civilian personnel, in the appropriate number to align to the hourly call data and the staffing model provided by COUNTY to perform System Services. The staffing model shall be developed based upon Association of Public Safety Communications Officials ("APCO") Project Retains and is set forth on Exhibit "I". OPERATOR shall be solely responsible for the actions of any and all of its employees when performing System Services. OPERATOR's staffing schedule to provide System Services shall at all times, align with the hourly call data as set forth on Exhibit "H" and the staffing model and comply with the busy hour as required in the Florida Emergency Communications Number E911 State Plan. OPERATOR shall not make any changes to the staffing model without the prior written approval of COUNTY which approval shall not be unreasonably withheld. The call data and staffing model shall be updated annually, or more often as determined necessary by COUNTY, and Exhibits "H" and "I" shall be replaced with the updated call data and staffing model. OPERATOR shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, insurance benefits, employee liability, worker's compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.
- b. OPERATOR shall comply with the dispatch position configuration as set forth on Exhibit "K" attached hereto. The dispatch position configuration shall be revised as determined necessary by COUNTY and Exhibit "K" shall be replaced with the revised dispatch position configuration. OPERATOR shall not make any changes to the dispatch position configuration without prior written approval by COUNTY, which approval shall not be unreasonably withheld.
- c. OPERATOR shall ensure that its employees receive the training required to perform their jobs in a manner consistent with the terms, conditions, obligations, goals and requirements of this Agreement, including but not limited to, state mandated telecommunicator state certification. During the Transition Period all employees performing System Services shall be trained to maintain their present level of services (call-taking, dispatching, and teletype (queries only) processes as set forth in Exhibits "F" and "G."

Post Transition Period all employees performing System Services shall be provided the opportunity to be trained on call-taking, dispatching, and teletype (queries only) processes as set forth in Exhibits "F" and "G." OPERATOR shall maintain training programs and written documentation of same, which are subject to review by COUNTY. The evaluation of training effectiveness shall be based on performance indicators that measure proficiency and not solely on meeting a minimum training hours.

- d. Each Host PSAP shall be managed by a site director/manager employed by OPERATOR. The OPERATOR and COUNTY shall form a committee comprised of the following persons: one (1) representative from the OPERATOR, one (1) representative from COUNTY, and one representative jointly selected by OPERATOR and COUNTY. The OPERATOR will provide a list of candidates for selection to the committee. The committee will then select the site director(s)/manager(s) from the list provided by OPERATOR. The foregoing process shall be utilized for the initial appointment of site director(s)/manager(s) and any replacements thereof. In the event that either the COUNTY or OPERATOR shall desire to remove a site director/manager from performing site director/manager services hereunder, the parties shall meet to discuss the issue. The COUNTY shall have the authority to require the OPERATOR to remove a site director/manager from performing site director/manager services hereunder and the OPERATOR shall have the authority to remove a site director/manager hereunder for good cause.
- e. OPERATOR shall accept the transfer of civilian employees (both full-time and part-time) who performed, or have been hired by an existing PSAP facility and commenced training to perform, call-taking, teletype, and dispatch PSAP functions as their primary job responsibility ("PSAP Employees") from any Participating Community that was operating its own PSAP prior to May 7, 2013, and that enters into an agreement with COUNTY for Participation in the Consolidated Regional E-911 Communications System by September 30, 2013 ("PSAP Employees"), subject to the conditions set forth below:
 - 1. PSAP Employees will be transitioned by OPERATOR. Criteria which may render a PSAP Employee ineligible for employment by 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;
 - (iii) Inability to pass a drug test;
 - (iv) Florida Retirement System provisions prohibit employment by OPERATOR.

The above notwithstanding, PSAP Employees that have bumped into a communication operator job classification pursuant to their collective bargaining agreement and that do not have the required certifications to perform as a communication operator shall be considered probationary until they have successfully completed the communications training academy and have performed the duties of a communications operator for twelve (12) consecutive months thereafter.

2. OPERATOR specifically agrees:

- (i) At the onset of this Agreement, PSAP Employees for the Participating Communities of Coconut Creek and Margate shall be transitioned to OPERATOR and become OPERATOR employees no later than October 1, 2013. All other PSAP Employees will be transitioned to OPERATOR and become OPERATOR employees effective on the date established in the System implementation plan addressed in Section 1 b. above provided, however, that any PSAP Employee that fails to meet the requirements in section 4.e.1(i) through (iv) above need not be retained by OPERATOR. COUNTY agrees to work collaboratively with OPERATOR to ensure that the transition occurs by the date established in the System implementation plan.
- (ii) PSAP Employees will maintain the current hourly rate (base hourly rate plus longevity) that they were receiving as of May 7, 2013, subject to any increases contractually required during the period of May 7, 2013, through the date of the transition, to OPERATOR employment. PSAP Employees hired after May 7, 2013 will maintain the current hourly rate, subject to any increases contractually required following their hire date through the date of the transition to OPERATOR employment. .

PSAP Employees will be slotted into the OPERATOR's pay scale effective at the time of hire based upon review of their current city based salary plus longevity (excluding all other supplemental pays, such as, but not limited to, differential, training pay). PSAP Employees may be eligible for applicable compensation and supplemental pay in accordance with the OPERATOR's policies and procedures. Any PSAP Employee that is "red-lined" because their current salary is outside the OPERATOR's pay range, will not receive any raises until the pay range exceeds their "red-lined" salaries

- (iii) PSAP Employees (excluding PSAP Employees that are employed by OPERATOR prior to October 1, 2013) shall be assigned to the

Host PSAP facility which is performing System Services for the same general vicinity that they were servicing while employed by their Participating Community during the first year of this Agreement (October 1, 2013 through September 30, 2014), unless sufficient employees are not available in any given vicinity to ensure that the System meets the performance standards;

- (iv) PSAP Employees shall maintain the seniority level they achieved while employed by the Participating Community for the purpose of work scheduling, overtime, lay-off and recall, vacation requests, and vacation and sick leave accrual, subject to OPERATOR's policies and procedures and collective bargaining agreements;
- (v) Benefit eligible PSAP Employees shall be eligible for medical and dental benefits on the first day of the month following the month in which employment commenced, unless employment begins on the first day of the month, in which case benefits will begin immediately;
- (vi) PSAP Employees shall not be probationary OPERATOR employees unless the PSAP Employee was on a probationary status while in the employ of the Participating Community and in that case, the probationary status shall continue in accordance with OPERATOR's policies and procedures and collective bargaining agreements;
- (vii) PSAP Employees shall be given the option of buying credit into the Florida Retirement System (FRS) as allowed by FRS. It shall be the PSAP Employee's sole responsibility to timely exercise this option;
- (viii) PSAP employees shall have the option to buy sick/vacation time at their current hourly rate of pay which sick/vacation time must be used within ninety (90) calendar days from the date they become OPERATOR employees. Funds shall be remitted to OPERATOR by the employee to cover requested sick/vacation time and associated retirement benefits; and
- (ix) In the event that PSAP Employees are unable or unwilling to buy sick/vacation time, the OPERATOR shall permit PSAP Employees to take off for sick or vacation purposes without pay and without any disciplinary penalty within ninety (90) calendar days from the date they become OPERATOR employees provided that such absence does not negatively impact System performance and the PSAP Employee demonstrates that the vacation period had been pre-authorized by the Participating Community prior to the date they became OPERATOR employees.

- (x) All OPERATOR employees will be subject to OPERATOR's employment terms and conditions and covered under the terms of the OPERATOR's Collective Bargaining Agreement, but said Collective Bargaining Agreement is subject to the budget developed pursuant to Article 4 herein.

To facilitate the foregoing personnel transitions, the COUNTY will assist in securing copies from the Participating Communities of all records of the PSAP Employees from the Participating Communities and transfer said records to OPERATOR, OPERATOR shall bear the cost of securing copies as part of the budget developed pursuant to Article 4 herein.

- f. Following employment by OPERATOR, OPERATOR shall be solely responsible for the payment of all of PSAP Employee's wages and benefits and shall comply with all of the requirements thereof including, but not limited to, insurance benefits, employee liability, Worker's Compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits. Participating Communities shall remain responsible for pension obligations, sick and annual leave payouts, and all other employee obligations which accrued or are due prior to employment by OPERATOR.
- g. Participating Communities may be required by FRS to provide a one- time election to its PSAP Employees to allow them to participate in the pension plan of the OPERATOR or remain in the Participating Community's pension plan; or to the extent permitted by FRS, a Participating Community shall have the option of allowing its PSAP Employees a one-time election to participate in the pension plan of OPERATOR or remain in the Participating Community's pension plan. In either event, any required contribution amount in excess of the required FRS contribution amount for the PSAP employees remaining in a Participating Community's pension plan shall be and remain the sole responsibility of Participating Community. OPERATOR will fund the Participating Community's contribution amount up to the established FRS rates or up to the Participating Community'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. Operations

- a. COUNTY shall develop a System implementation plan which shall provide for the transition of Participating Communities to a Host PSAP in a manner that will minimize adverse impacts on the System as a whole. Following the

completion of the implementation plan, it is possible that all Participating Communities that operated a PSAP on May 7, 2013, ("PSAP Communities"), may not be transitioned to a HOST PSAP by October 1, 2013. In the event that PSAP Communities are not transitioned to a HOST PSAP on October 1, 2013, COUNTY, in collaboration with the applicable Participating Communities, will endeavor to maintain the existing personnel, control, and operational structure at the existing PSAP facilities until those PSAP facilities are transitioned to a HOST PSAP facility pursuant to the System implementation plan.

- b. OPERATOR shall develop operating procedures and policies for the System Services that are consistent with the workflow set forth in Exhibit "F" and Exhibit "G" which operating procedures and policies are subject to the approval of COUNTY. OPERATOR shall comply with the operating procedures and policies while performing the System Services and ensure that its employees are properly trained in the operating procedures and policies. The parties agree, that workflows and processes may need to be updated during the term of this Agreement and COUNTY may develop, in consultation with OPERATOR and Participating Communities, up-dated processes and workflows for System Services and in such event Exhibit "F" and "G" shall be updated and replaced. In the event that changes are made to the workflows, as set forth on Exhibit "F" and Exhibit "G," OPERATOR shall make the necessary changes to its operating procedures and policies.
- c. COUNTY shall be responsible for the establishment, coordination and support of any governance and technical boards relating to System Services, equipment and processes, but not OPERATOR's personnel. Membership of any such boards will include representatives of COUNTY, Participating Communities and OPERATOR.
- d. The operation and efficiency performance criteria for the System shall be as set forth on Exhibit "D" (the "Standard(s)"). OPERATOR shall meet or exceed the Standards within the time periods established therein. Notwithstanding anything in this Agreement to the contrary, OPERATOR shall use its best efforts to achieve the highest performance standards, as verified by COUNTY, of any PSAP facility operated by a Participating Community on May 7, 2013. COUNTY shall provide OPERATOR with monthly performance reports no later than twelve (12) days following the end of the month. COUNTY shall review monthly performance reports of the OPERATOR as a method to monitor the OPERATOR's compliance with the Standards. COUNTY shall distribute the monthly performance reports to Participating Communities as outlined in Exhibit "D."
- e. In the event that a performance report shall establish that any Standard is out of compliance in any month, the procedures in Exhibit "D" shall be utilized.

- f. OPERATOR agrees to take all actions which may be required to perform System Services and access or exchange criminal justice information (CJIS) of the Participating Communities, such as, but not limited to, entering into regional interlocal agreements, interagency agreements and/or management control agreements with Participating Communities and COUNTY upon terms that are mutually agreeable to the contracting parties. OPERATOR shall execute a revised RILA with COUNTY, a copy of which is attached as Exhibit "E." OPERATOR shall execute an interagency agreement with the Host PSAP locations for the use of the Participating Community's FDLE router upon terms that are mutually agreeable to the contracting parties.
- g. COUNTY shall be responsible for the communicating the activities related to the System to residents, businesses, visitors, media, Participating Communities, and OPERATOR through programs and news, media relations and public information, community and town hall meetings, county web and social media. OPERATOR agrees that it shall not communicate activities related to the System, other than as specifically required herein, without the prior approval of COUNTY. OPERATOR shall cooperate and participate in such events upon request by COUNTY.
- h. OPERATOR shall be responsible for handling all complaints relating to delivery of service and performance of the System and shall provide a detailed response to COUNTY. OPERATOR shall provide to COUNTY on a monthly basis a report detailing the issue and response to each complaint it has received regarding System Services. COUNTY and OPERATOR shall develop an action plan to address complaints.
- i. OPERATOR shall permit non regional dispatch centers that are not participants in the Consolidated Regional E-911 Communication Systems, but that utilize countywide infrastructure, to utilize Computer Aided Dispatch (CAD) applications to input calls for the OPERATOR pursuant to agreed-upon standard operating procedures.

6. Certifications

- a. OPERATOR shall cooperate with COUNTY and take all actions that may be required to ensure that the System shall receive and maintain Commission on Accreditation for Law Enforcement Agencies ("CALEA") accreditation and such other accreditations that COUNTY determines desirable for the System. The costs or expenses related to any state or national certifications, accreditations, and memberships shall be included in the budget developed pursuant to Article 4 and shall be limited to those items set forth on Exhibit "N".

7. Reports

OPERATOR shall report, on forms approved by COUNTY, its monthly activities. Reports shall include, but not be limited to the following: actual number of full time and part-time employees vs. budgeted full-time and part-time employees, annualized monthly payments versus year to date expenditures, percentage of employees successfully completing training/probation. The monthly reports shall be provided to COUNTY no later than twelve (12) days following the last day of the month. COUNTY shall have the ability to make modifications to the reporting format(s), required content of the report(s) and reporting period during the term of this Agreement and OPERATOR shall comply with such modifications.

8. Declared Emergencies

During periods of a declared state or local emergency as authorized by law, OPERATOR shall take all necessary steps to ensure that adequate personnel are available to properly perform the requirements of this Agreement and shall coordinate its activities with COUNTY.

EXHIBIT "B"
PARTICIPATING COMMUNITIES

Broward County

- Unincorporated Area
- Port Everglades
- Fort Lauderdale-Hollywood International Airport

Coconut Creek

Cooper City

Dania Beach

Davie

Deerfield Beach

Fort Lauderdale

Hallandale Beach

Hillsboro Beach

Hollywood

Lauderdale By The Sea

Lauderdale Lakes

Lauderhill

Lazy Lake

Lighthouse Point

Margate

Miramar

North Lauderdale

Oakland Park

Parkland

Pembroke Park

Pembroke Pines

Pompano Beach

Sea Ranch Lakes

Sunrise

Tamarac

West Park

Weston

Wilton Manors

EXHIBIT "C"
LINE ITEM BUDGET AND FUNDING SCHEDULE

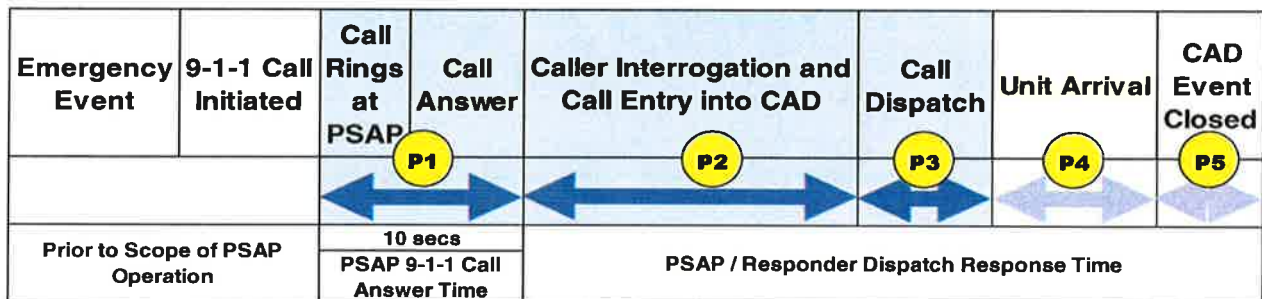
LINE ITEM	ESTIMATE	NOTES
Salaries	\$21,662,950	Based on BSO position list + CC and MG less attrition factor of 9.945%
Overtime	\$1,860,850	Using BSO's average % of 8.59%
FICA	\$1,733,710	.0737 X salaries + overtime
Retirement	\$1,776,050	Based on BSO blended rate of .0755 x salaries + overtime
Health Insurance	\$4,810,540	Based on BSO'S average per position cost of \$12,510 x 427 less attrition
Worker's Comp	\$160,740	Based on BSO's average of \$418 per position x 427 less attrition
Self Insurance	\$62,300	Based on BSO rate of \$162 per position less attrition
Uniforms	\$34,600	Assumes \$81 per position
Office Supplies	\$22,500	Based on \$7,500 per center
Dues/Memberships	\$37,260	Member in CALEA Training Academy Accreditation
Repair/Mnt Svc Contr.	\$37,500	Based on schedule
Books/Publications	\$1,500	EMD Field Guides
Software-license ren	\$15,300	Based on schedule
Certifications	\$18,350	CALEA Training Accreditation
TOTAL	\$32,234,150	

Notes: 389 BSO positions + 38 Coconut Creek and Margate positions for a total of 427

EXHIBIT "D"

PERFORMANCE STANDARDS

The performance of the Consolidated Regional E-911 Communications 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-911 Communications System is evaluated in a reasonable manner, performance standards have been separated based on a transition and post-transition period. COUNTY, OPERATOR and Operational Planning/Implementation Workgroup members will collaborate to provide recommendations to 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 Standards will become effective at such time the Participating Community is designated, in writing, by the County as having been migrated to the Consolidated System.

Transition Period

The transition period shall begin upon the proper execution of this Agreement and continue through September 30, 2015, as it relates to those Participating Communities set forth on Exhibit "B" as of September 30, 2013.

The following Performance Standards ("Standards") 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 Alarm Lines Standard:

- Ninety-five percent (95%) of alarms received on alarm 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

Post-Transition Period

The post-transition period begins October 1, 2015. The performance targets of the Consolidated Regional E-911 Communications System will be based on the Lifecycle of an Emergency Call for calls received on the emergency lines (911 lines). 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.

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

Estimated Efficiency Measurements(Subject to Change):

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

Efficiency Measurements shall be updated annually by COUNTY

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 Alarm Lines Standard:

- Ninety-five percent (95%) of alarms received on alarm 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

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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.

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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

For a municipality that elects to become a PARTICIPATING COMMUNITY subsequent to September 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.

REVIEW AND REPORTING OF PERFORMANCE STANDARDS (TRANSITION AND POST-TRANSITION)

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 OPERATOR's performance utilizing this data no later than 30 days following the end of the previous month.

COUNTY shall provide an annual report on OPERATOR's performance to each Participating Community, Police Chief's Association and Fire Chief's Association. A draft of the final version of the annual report shall be delivered to the OPERATOR fifteen (15) calendar days before the intended release date. COUNTY and OPERATOR shall meet within five (5) calendar days thereafter to discuss the annual report's content and attempt to amicably resolve any differences, if any, in the statements, findings, and conclusions, or any combination thereof. If no amicable resolution is reached, OPERATOR shall have five (5) calendar days from the meeting to respond to the annual report and contest the statements and findings therein by providing a written response to COUNTY which response shall be included as an exhibit to the final annual report.

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.

FAILURE TO MEET PERFORMANCE STANDARDS (TRANSITION AND POST-TRANSITION):

In the event a Standard is out of compliance in any month, the following shall occur:

- (1) COUNTY shall issue a written Notice of Noncompliance to the OPERATOR.

(2) OPERATOR shall provide to the COUNTY, a written Notice of Mitigating Circumstance(s) if any, within two (2) business days of the issuance of the Notice of Noncompliance. The Notice of Mitigating Circumstances shall include detailed information and documentation to support OPERATOR's position. For the purpose of this Agreement, a Mitigating Circumstance shall be defined as a natural or man-made incident, accident, disaster, or other environmental or situational anomaly that is unpredictable and, in the reasonable opinion of COUNTY, its occurrence causes an overwhelming and unusual emergency response that greatly exceeds the resources of the SYSTEM.

(3) COUNTY shall review any Notice of Mitigating Circumstance(s) that was timely submitted to determine whether the OPERATOR's failure to meet any Standard was due to a Mitigating Circumstance(s). The COUNTY review shall take into account all Mitigating Circumstance(s) that were submitted and their impact on the issue of noncompliance for each Performance Standard. COUNTY shall exercise its discretion to arrive at a reasonable determination that shall be final.

(4) In the event COUNTY determines that the OPERATOR has established, to COUNTY's satisfaction, Mitigating Circumstances related to its failure to achieve a Standard, COUNTY, in collaboration with OPERATOR, shall develop a written action plan to address the noncompliance. The Mitigating Circumstance(s) shall be a factor in the development of the action plan. The COUNTY shall have final approval of all action plans. The action plan may include changes to processes, practices, and procedures and shall include time frames in which the actions must be completed. OPERATOR shall comply with and immediately implement the action plan within the time frames established therein. In the event that OPERATOR shall timely implement all the elements of the action plan to COUNTY's satisfaction, the Notice of Noncompliance subject to Mitigating Circumstances shall be rescinded in writing.

(5) In the event that a Notice of Mitigating Circumstances was not timely submitted by OPERATOR, or following a determination by COUNTY that Mitigating Circumstance(s) were not established, COUNTY, in collaboration with the Operator, shall develop a written action plan to address the noncompliance. The COUNTY shall have final approval of all action plans. The action plan may include changes to processes, practices and procedures and shall include time frames in which the actions must be completed. OPERATOR shall comply with and immediately implement the action plan developed by COUNTY and comply with the time frames established therein.

(6) Compliance with an action plan shall not excuse OPERATOR from compliance with all Standards in a subsequent month.

(7) The written Notice of Noncompliance and the written Notice of Mitigating Circumstances shall be delivered by e-mail to the following e-mail addresses:

For County:

Rick Carpani [rcarpani@broward.org], Director of Office of Communications Technology

For Operator:

Robert Pusins [Robert_Pusins@sheriff.org], Executive Director of Community Programs, and

[Lisa Zarazinski, Lisa \[Lisa.Zarazinski@sheriff.org\], Director of Regional Communications](#)

(8) In the event that the OPERATOR receives a Notice of Noncompliance for any three consecutive months (excluding any Notice of Noncompliance that was rescinded pursuant to the procedures in paragraph 4 above), the OPERATOR shall be deemed to be in breach and the Agreement shall be subject to termination as set forth in Article 7. In the event that COUNTY issues a notice of breach for noncompliance of the OPERATOR for any three consecutive months, the OPERATOR may cure the breach, if the breach is capable of cure, by performing any and all actions required to meet all Standards that were subject of the Notices of Noncompliance within thirty (30) calendar days from the date of notice of breach to COUNTY's satisfaction.

Notwithstanding the right to cure set forth in Article 7, in the event that the OPERATOR receives a Notice of Noncompliance for four months (excluding any Notice of Noncompliance that was rescinded pursuant to the procedures in paragraph 4 above), whether consecutive or not, in any twelve month period, this Agreement may be terminated upon not less than ten (10) days written notice for breach, without the right to cure.

**REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
BROWARD SHERIFF'S OFFICE PROVIDING FOR COOPERATIVE PARTICIPATION
IN A REGIONAL PUBLIC SAFETY INTRANET**

This Regional Interlocal Agreement ("Agreement") is made and entered into by and between Broward County ("County"), a political subdivision of the State of Florida, and Broward Sheriff's Office ("BSO"), a constitutional office of Broward County, Florida (collectively BSO and County referred to as the "Parties") providing for cooperative participation in a Regional Public Safety Intranet ("RPSI").

WHEREAS, this Agreement is entered into pursuant to §163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, County is to establish, with cooperation of Broward cities and Sheriff, a county-wide interoperable public safety intranet that can support closest unit response in life-threatening emergencies and regional specialty teams; and

WHEREAS, the Parties desire to satisfy the intentions of the Broward County Charter by insuring that someone with a life-threatening emergency receive care from the closest available emergency vehicle; and

WHEREAS, the BSO agrees to work towards insuring someone with a life-threatening emergency receive care from the closest available emergency vehicle, including pursuing automatic aid agreements with neighboring cities who utilize the county-wide CAD system; and

WHEREAS, the Parties desire to enhance radio interoperability by interconnecting County and BSO public safety radio users and to enhance information sharing by interconnecting County and BSO public safety data users; and

WHEREAS, County maintains a Trunked Radio System, Computer Aided Dispatching ("CAD") System, Automated Vehicle Location ("AVL") System, a Law Records Management System ("LRMS"), and a Fire Records Management System ("FRMS") as part of its public safety intranet that supports county-wide police, fire, and emergency services;

WHEREAS, BSO provides law enforcement, fire and rescue services to certain municipalities within the regional System under separate agreements; and

WHEREAS, the Parties desire to make the most efficient use of their technical resources to enable the Parties to cooperate with each other to provide quality county-wide public safety communication services relating solely to law enforcement, fire and rescue services that BSO provides other than to contracted cities;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises, set forth, the Parties agree as follows:

Fire Engines (Pumpers), Ladder Trucks, Medical Rescue Vehicles, and Shift Commanders. Frontline vehicles are staffed and dispatched and do not include resources held in a reserve or staff capacity.

- 1.13 Fire Station Alerting: Allows regional and non-regional communication centers to efficiently respond to emergencies by managing the assets of multiple fire stations. Public Safety Dispatch Centers can dispatch an engine, ambulance, entire station, or multiple stations by selecting them on their computer screen or by the push of a few buttons.
- 1.14 Hosted Master Site: The Hosted Master Site is the central hub for all analog and secure two-way radio voice processing. The Motorola Hosted Master Site replaced the County owned SmartZone Controller which was at end of life. The Hosted Master site uses Motorola's SmartX solution inclusive of analog to digital site converters which will allow the existing SmartZone 3.0 Radio Network to communicate to a P25 IP platform.
- 1.15 Law Records Management System ("LRMS"): A component of the RPSI that archives law enforcement dispatch records and information.
- 1.16 NetMotion: A component of the RPSI that improves mobile data network performance, encryption, communication stability, and roaming between disparate private and public wireless networks.
- 1.17 Network Mobility Zone ("NMZ"): A component of the RPSI which extends the public safety network to multiple jurisdictions. The network mobility zone provides the mobile data and remote facility user's access to the core of the Public Safety Intranet applications.
- 1.18 Non-Dispatch Facility: A City owned facility hosted by the infrastructure, applications, and services of the RPSI. A non-dispatch facility does not receive E-911 calls nor does it provide City-wide or county-wide dispatch services. A non-dispatch facility may require access to FRMS, Read-Only CAD Services, and PMDC via their owned and operated Local Area Networks. The BSO-County demarcation boundaries are outlined in Exhibit B.
- 1.19 Non-Regional Dispatch Center ("NRDC"): A cooperative dispatch center providing E911 call taking and dispatch services for a municipality. A NRDC is also hosted by the infrastructure, applications, and services of the RPSI. A NRDC supports the overall goals of closest unit response, radio interoperability, and data sharing and utilizes the Regional CAD and County-Wide Radio System. The County will be solely responsible for designating each qualifying dispatch center as a NRDC based upon the dispatch center's participation in the regional system. Upon such written designation by the County, the dispatch center will qualify as a NRDC under this Agreement unless and until the County otherwise designates in writing or the Agreement is otherwise terminated.
- 1.20 Peripheral Equipment: The BSO-owned and maintained items listed in Exhibit C and any other BSO-provided items. Peripheral equipment includes but is not limited to Ethernet cabling, mouse, keyboard, speakers, printers, etc.

- 1.31 Trunked Radio System: County's Trunked Radio Communications System, a major portion of which is used by police and fire rescue personnel within Broward County. County currently owns and operates a twenty-eight (28) channel 800 MHz trunked simulcast SmartZone radio system.

ARTICLE 2

SCOPE OF WORK

- 2.1 County and BSO agree to install the necessary Equipment and Peripheral Equipment and perform their respective required tasks in accordance with the Statement of Work (Exhibit A).
- 2.2 The work to be done shall be referenced, for convenience, according to the project designations and as further identified and detailed in the Exhibit A Statement of Work.
- 2.3 County agrees that the Trunked Radio System will meet appropriate coverage, functionality, and availability parameters and accepted industry standard levels of performance as determined by Federal Communications Commission (FCC), Telecommunications Industries Association (TIA), and Association of Public Safety Communication Officials (APCO) standards together with manufacturers' specifications.
- 2.4 County shall own all Equipment the County supplies to BSO pursuant to this Agreement.
- 2.5 BSO shall provide County access to the applicable equipment rooms to the extent required for the installation of the County-owned equipment and integration of any applicable system into the RPSI. BSO will exercise due care to ensure that the electrical, security, and environmental requirements are maintained for such equipment rooms.
- 2.6 County agrees that the CAD, AVL, FRMS, LRMS, Mobility Zone, and Public Safety Network functionalities supplied to BSO shall also meet appropriate performance levels as defined in Exhibit F.
- 2.7 The Regional Public Safety Intranet will perform based on the specifications of any given application being run on the system as defined in the Exhibit A (Statement of Work). The RPSI shall allow for exchange of information amongst public safety users.
- 2.8 BSO shall be responsible for supplying County with needed uninterruptible power system (UPS) electrical power, electrical wiring, heating ventilating and air conditioning (HVAC), and standby power generation to meet manufacturer guidelines and operational standards established by County for dispatch center Equipment.
- 2.9 BSO agrees to allow County, with notice to BSO and monitoring by BSO personnel, to assist in troubleshooting a BSO local area network (LAN) which adversely impacts the Regional Public Safety Intranet. BSO agrees to correct any problems found in an expeditious manner.

configuration changes to the RPSI) and other applicable governance boards to the extent approved by County.

- 2.19 BSO shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, a list of which are included in Exhibit G, as well as those developed in the future and issued to BSO by County. BSO agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the RPSI Trunked Radio System.
- 2.20 County and BSO shall jointly be responsible for developing desired fleet mapping and programming of all subscriber units and system parameters necessary to meet the operational requirements as provided in Exhibit H.
- 2.21 SmartZone operation shall be limited to public safety users only.
- 2.22 BSO acknowledges that the services to be performed under this Agreement, relative to County's responsibilities, shall be performed by County and/or its contractors and shall be under the sole supervision and direction of County. At BSO facilities, BSO may monitor installation work done by the County, its employees, agents, and subcontractors. Likewise, County acknowledges that the services to be performed under this Agreement relative to BSO's responsibilities shall be performed by BSO and/or its contractor(s) and shall be under the sole supervision and direction of BSO. County may monitor installation work done by the BSO, its employees, agents, and subcontractors.
- 2.23 BSO is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to BSO subscribers as provided in Exhibit B. BSO may utilize the services of a third party to provide maintenance of BSO subscribers, or BSO may contract with County for a fee for a combination of the aforementioned services or for all of the above services as provided in Exhibit H.
- 2.24 County shall reprogram all BSO subscriber radios and control stations for operation on the County's Trunked Radio System.
- 2.25 BSO is responsible for all removals and installations of its subscriber equipment.
- 2.26 County agrees that it will not implement any changes/enhancements to the RPSI that could adversely affect the BSO system subscribers unless directed to do so by federal or state mandates as stated in Section 3.3 of this Agreement or otherwise agreed to, in writing, between the parties. Prior written notice as defined in Exhibit D shall be made by County to BSO for proposed changes and their potential effect on BSO operations. Should BSO or County desire to perform changes to the facility or the RPSI that may impact the Equipment or services provided by the County, the Change Management Request (CMR) procedures (Exhibit D) will be followed.

ARTICLE 3

TERM

- 3.1 The obligation of the Parties to perform under this Agreement shall commence upon the date of the last party executing this Agreement ("Effective Date").
- 3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and BSO, unless terminated pursuant to Article 4.
- 3.3 The terms of this Agreement may be amended if a state or federal regulatory agency mandates significant technological modifications of the system requiring a major reconfiguration or upgrade. In such instances, the Parties shall meet to determine an appropriate solution and funding. In the event the parties are unable to reach an agreement regarding state or federal mandates for technological modifications and/or funding of said modifications, either party may terminate the Agreement for cause pursuant to Article 4.

ARTICLE 4

TERMINATION

- 4.1 This Agreement may be terminated by the County or BSO for convenience upon providing written notice to the other party at least 365 days prior to the effective date of such termination.
- 4.2 The failure of the BSO to perform its responsibilities as set forth herein for a period of thirty (30) calendar days after written notice by County shall constitute a breach of this Agreement. In the event the BSO fails to cure the breach within such thirty (30) day period, County may immediately terminate this Agreement upon written notice to the BSO.
- 4.3 BSO recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for County's budget year funding. If in any budget year, funding, for any reason, is not provided to cover the County's responsibilities and obligations under this Agreement, this Agreement may be terminated by County without penalty upon written notice to the BSO.

ARTICLE 5

COMPENSATION

- 5.1 Section 318.21(9), Florida Statutes, requires that Twelve dollars and fifty cents (\$12.50) from each moving traffic violation must be used by the County to fund the County's participation in an intergovernmental radio communication program approved by the Department of Management Services. BSO understands such revenue generated within its jurisdiction will be used by the County to help fund the RPSI's operating costs.

of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

ARTICLE 8

INSURANCE

- 8.1 The Parties acknowledge that County is self-insured in accordance with the provisions set forth in Section 768.28, Florida Statutes.

ARTICLE 9

PERFORMANCE

- 9.1 Operational Performance Metrics will be provided by County to BSO on a quarterly basis to collectively evaluate system integrity. The operational performance metrics will be a part of the service level agreement provided by County to BSO and further explained in Exhibit F.

ARTICLE 10

CONFIDENTIALITY AND RECORDS

- 10.1 County and BSO, to the extent permitted by law, shall not disclose confidential Information provided by or obtained from the other party to this Agreement in connection with the services performed under this Agreement other than in lawful performance of the party's obligations under the regional System. Confidential Information shall mean criminal intelligence information, criminal investigative information, computer programs and application software, embedded software and their documentation. BSO shall expressly identify in writing the confidential information.
- 10.2 If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's Confidential Information hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.
- 10.3 The parties acknowledge that a breach of this provision will cause irreparable injury to the other party, that the remedy at law for any such violation or threatened violation will not be adequate and that the injured party shall be entitled to seek temporary and permanent injunctive relief.
- 10.4 The parties shall keep such records and accounts as may be necessary in order to record complete and correct entries for charges and any expenses incurred or expected to be reimbursed under this Agreement. All books and records relative to services under this Agreement will be available at all reasonable times for examination

- 11.6 BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
- 11.7 FORCE MAJEURE: Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or conditions beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").
- 11.8 AUTHORITY: The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.
- 11.9 NOTICES: In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below, and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed in writing in the manner provided in this section:

County:

Broward County
Director, Office of Communications Technology
115 S. Andrews Avenue, Room 325
Fort Lauderdale, Florida 33301

With a copy to:

Broward County Attorney's Office
Government Center
115 S. Andrews Avenue, Room 325
Fort Lauderdale, FL 33301

Broward Sheriff's Office:

Broward Sheriff's Office
2601 W Broward Blvd.
Ft. Lauderdale, FL 33312

With a copy to:

Broward Sheriff's Office General Counsel
2601 W Broward Blvd.
Ft. Lauderdale, FL 33312

11.18 OWNERSHIP OF EQUIPMENT: County retains ownership of all Equipment that the County provides to the BSO pursuant to the terms and conditions of this Agreement. In the event this Agreement is terminated by either party, the County shall remove and/or recover all equipment within ninety (90) days of the effective date of termination.

11.19 ATTACHMENTS AND REFERENCES: The following named exhibits are made an integral part of this Agreement:

- Exhibit A: Statement of Work
 - Attachment 1: System Description
 - Attachment 2: Acceptance Test Plan
- Exhibit B: System Demarcation Points
 - Attachment 1A: Regional Dispatch Center
 - Attachment 1B: Non-Regional Dispatch Center
 - Attachment 1C: Non-Dispatch Facility
 - Attachment 1D: Mobile Data Law Enforcement
 - Attachment 1E: Mobile Data Fire Rescue Frontline Vehicles
 - Attachment 2: Demarcation Drawings
- Exhibit C: Equipment List
- Exhibit D: Change Management Request
- Exhibit E: Project Charter
- Exhibit F: Service Level Agreements
 - Attachment 1: Terms and Conditions
 - Attachment 2: Trouble Ticket Workflow
- Exhibit G: RPSI Trunked Radio System SOP's
- Exhibit H: BSO/County Responsibilities

11.20 THIRD PARTY BENEFICIARIES: This Agreement is not intended to benefit any third party nor shall it create a contractual relationship with any third party.

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**REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
BROWARD SHERIFF'S OFFICE PROVIDING FOR COOPERATIVE PARTICIPATION
IN A REGIONAL PUBLIC SAFETY INTRANET**

SHERIFF OF BROWARD COUNTY

By: Scott J. Israel
SCOTT J. ISRAEL, As Sheriff of Broward County

Date: 9.18.13

Witnessed: [Signature]

Witnessed: [Signature]

Approved as to form and legal sufficiency:

By: [Signature]
Ronald M. Gunzburger, General Counsel
Office of the General Counsel

Date: 09/17/13

EXHIBIT B – ATTACHMENT 1A

Regional Public Safety Intranet Demarcation Points

Regional Dispatch Center

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
Trunked Radio System	GOLD ELITE CONSOLE(S)	Infrastructure and software up to and including the COUNTY-owned Gold Elite/P25 IP based Radio Console(s) located in the Regional Dispatch Center.	All mobile and portable radio subscriber units including any software operating on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
Hosted Master Site (HMS)	COUNTY OWNED SMARTX CONVERTERS	Maintain COUNTY owned radio equipment in accordance to COUNTY HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.	Maintain BSO owned radio equipment in accordance to BSO HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.
Radio Talkgroup Recording	RECORDER AT REGIONAL DISPATCH CENTER	Logging recorder equipment located at the Regional Dispatch Center. Any software playback at the Regional Dispatch Center.	BSO has no responsibility for talkgroup recording in a regional dispatch center
Fire Station Alerting (FSA)	CITY FSA EQUIPMENT LOCATED AT THE FIRE STATION	Fire station alerting equipment located in the Regional Dispatch Center. COUNTY will be responsible for COUNTY RF connectivity from the Regional Dispatch Center to the BSO Fire Station.	Fire station alerting equipment located at the CITY fire stations. BSO is responsible for any communication medium other than COUNTY RF (ie: leased lines). BSO is responsible for the Fire Station Radio Frequency (RF) antenna to the Zetron Model 6 to the Audio/Video (AV) equipment including the Public

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
		licensing for Fire Records.	
Law Records Management System	BSO LAN	Infrastructure up to and including the Law Records Management servers.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by BSO and standard software site and client licensing for Law Records.

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
		Regional Dispatch CAD client licenses, and the needed communications via the RPSI.	BSO "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
AVL System	BSO LAN	Infrastructure up to and including the AVL server, regional client desktop software licenses, and the needed communications via the RPSI.	All extended BSO LAN equipment along with software, client licenses, peripheral equipment to provide communications to BSO "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Advanced Tactical Mapping	BSO LAN	Infrastructure up to and including the advanced tactical mapping servers, regional standard desktop client software licenses, and the needed communications via the RPSI.	All extended BSO LAN equipment along with software, client licenses, peripheral equipment to provide communications to BSO "read only" CAD workstations and all existing interfaces. (Future interfaces
Fire Records Management System	BSO LAN	Infrastructure up to and including the Fire Records Management servers and standard software site and client licensing for Fire Records.	Desktop hardware and all LANs connected to the FRMS; non-standard or customized software desired by BSO.
Law Records Management System	BSO LAN	Infrastructure up to and including the Law Records Management servers.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by BSO and standard software site and client licensing for Law Records.

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
		FRMS standard site and client desktop software licenses will be provided from COUNTY to BSO.	
Law Records Management System	BSO LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined BSO location.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by BSO and standard software site and client licensing for Law Records.

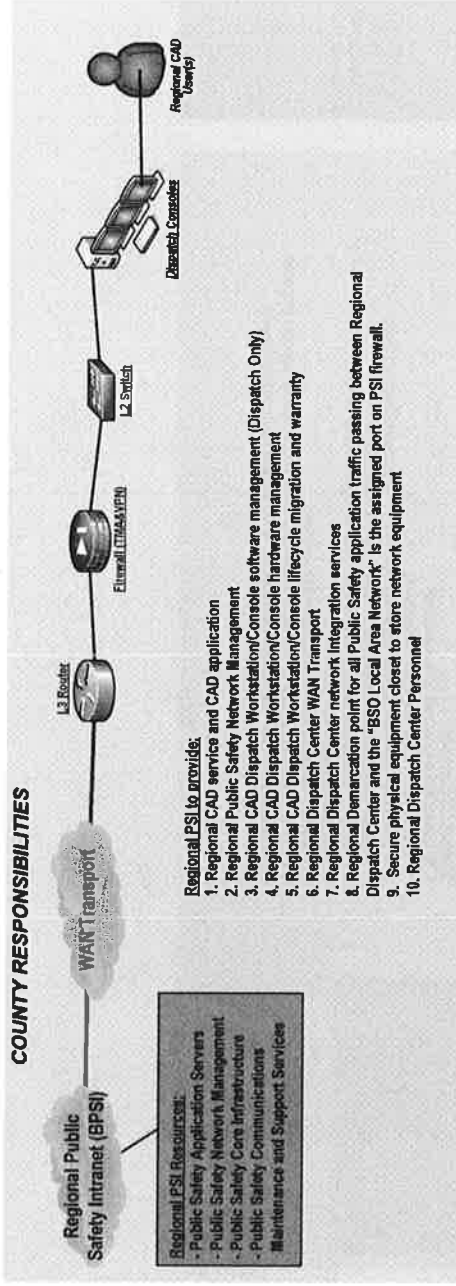
RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
			Records. Non-standard or customized software is also the responsibility of the BSO.

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
Mobile Data Terminals	Frontline Vehicle	COUNTY will assume capital and lifecycle procurement of MDT's and associated regional standard software for Fire Rescue frontline vehicles.	All vehicle related peripheral equipment and any monitoring Equipment. BSO responsible for wireless modems and recurring operating costs. Non-regional or customized software desired by BSO.
Fire Record Management System	COUNTY infrastructure	COUNTY infrastructure up to and including the FRMS Server and the needed communication interfaces via the RPSI.	Acquisition of FRMS standard site and client mobile software licenses will be the responsibility of BSO. All vehicle related peripheral equipment and any monitoring Equipment. Non-regional or customized software desired by BSO. (Future interfaces to the COUNTY-supplied systems do not apply.)

Broward County RPSI: ILA Regional Dispatch Center **CAD DMARC**

Broward County - Public Safety Intranet

Logical Network Design Overview Regional Dispatch Center
 Broward County/BSO Responsibilities



Broward County RPSI: ILA Non-Dispatch Facility

Application DMARC

Broward County - Public Safety Intranet
Logical Network Design Overview Non-Dispatch Facility
Broward County/BSO Responsibilities

COUNTY RESPONSIBILITIES

Regional Public Safety
Intranet (RPSI)



WAN Transport

L3 Router

Firewall (IT/Security)

Regional PSI Responsibilities:

- Public Safety Application Servers
- Public Safety Network Management
- Public Safety Core Infrastructure
- Public Safety Communications
- Maintenance and Support Services

Regional PSI to provide:

1. Regional FRMSLRMS/CAD Read Only service
2. Regional Public Safety Network Management
3. WAN transport to one "BSO local area network" location
4. Regional FRMSLRMS/CAD Read Only Network Integration Services
5. FRMS Desktop Client License
6. Regional Demarcation point for all Public Safety application traffic passing between Regional Dispatch Center and the "BSO Local Area Network" is the assigned port on PSI firewall.

BSO RESPONSIBILITIES



BSO Network

WAN Transport

L3 Router

Firewall (IT/Security)

Read Only FRMSLRMS/CAD

Read Only FRMSLRMS/CAD

Read Only FRMSLRMS/CAD

Read Only FRMSLRMS/CAD

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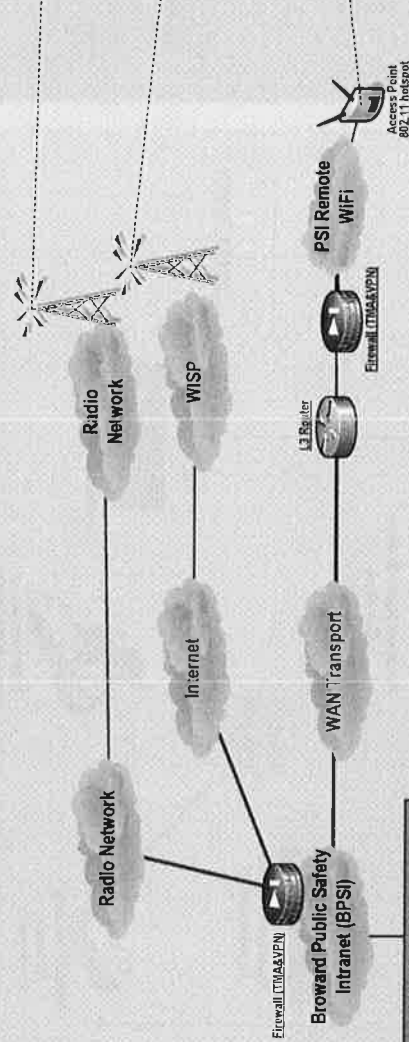
Broward County RPSI: ILA Mobile Data Law Enforcement Infrastructure / Application IMARC

Broward County - Public Safety Intranet

Logical Network Design Overview Mobile Data- Law Enforcement

Broward County/BSO Responsibilities

COUNTY RESPONSIBILITIES

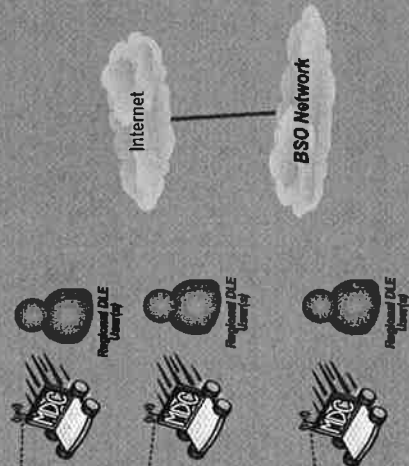


- Regional PSI Resources:**
- Public Safety Application Servers
 - Public Safety Network Management
 - Public Safety Core Infrastructure
 - Public Safety Communications
 - Maintenance and Support Services

Broward PSI to provide:

1. Regional Public Safety Network Management
2. WAN Transport to one "BSO Local Area Network" location
3. Regional Public Safety Network Integration Services
4. Regional Demarcation point for all Public Safety application traffic passing between Regional Dispatch Center and the "BSO Local Area Network" is the assigned port on PSI firewall.
5. Regional Demarcation point for all approved application traffic being made available via the Radio Network (modem) is the private RT infrastructure. Radio infrastructure is the responsibility of COUNTY and the Radio Modem is the responsibility of the BSO

BSO RESPONSIBILITIES



BSO to provide:

1. Regional Applications Service (CAD, PMDC, LEMS, OQ, ATN)
2. Standard Regional PSI Application software client licenses (CAD, PMDC, LEMS, OQ, ATN)
3. Regional Public Safety Mobile Data Terminal Software Management (Applications)
4. Regional Public Safety Mobile Data Terminal Hardware Management (HDT's)
5. Regional Public Safety Mobile Data Terminal Lifecycle Migration and Warranty (HDT's and Applications)
6. Mobile WAN transport for Modem (public/private)
7. If commercial carrier, BSO must provide for device operational cost (AT&T, Sprint, Verizon)
8. If BSO is a remote Air Mobile hotspot then secure equipment closet to store network equipment
9. Proper power, grounding, HVAC for network closet & consoles if needed
10. Services for loading & installation of regional or non-regional client software/integration
11. Non-standard applications and/or customization of regional applications
12. Standard vehicles and peripherals to support Mobile Data Terminals

Broward County - ILA Radio Network

Indirect Subscribers DMARC

RPSI - Trunked Radio System
Logical Network Design Overview Broward County Radio System
Broward County/BSO Responsibilities

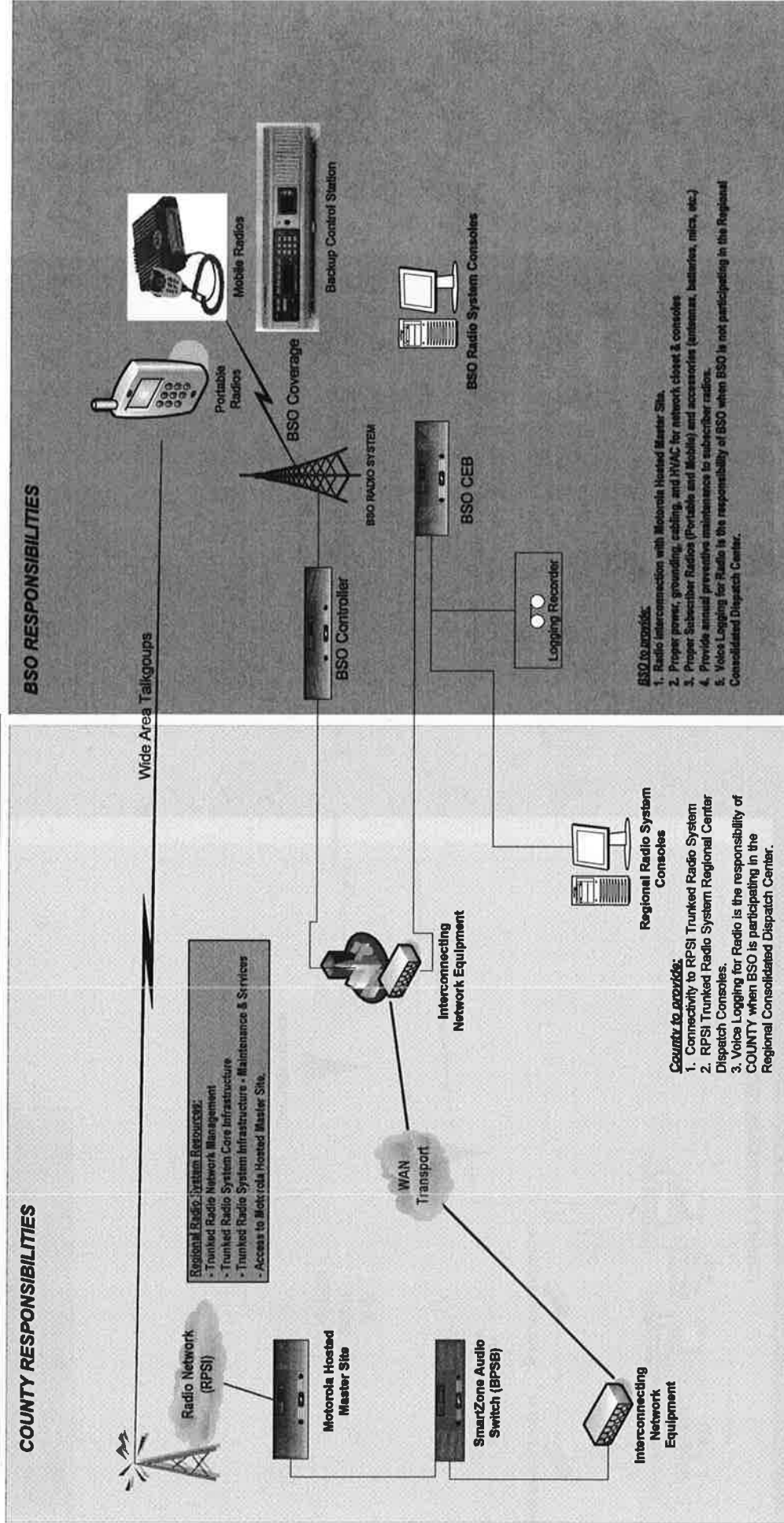


EXHIBIT "C"

Equipment List

Model numbers are provided for reference only in this proposal and are subject to change.

Stop times must take into account the time needed to restore the system to an operational state.

- Following County OCT approval of the submitted Method of Procedure (MOP), a project coordination meeting involving representatives of all involved or impacted parties will be scheduled by the assigned OCT Program Manager prior to the start of the scheduled work.

MOP Requirements

- The MOP must clearly state the objective(s) of the work to be performed; the parties performing the work; the parties impacted by the work and the steps to be completed by each party.
- A Maintenance Window identifying a clear Start and Stop time and a work flow schedule must be developed and included as part of the MOP.
- The scheduled work must follow the predetermined schedules identified in the MOP, and, as previously noted, stop times must take into account the time needed to restore the system to an operational state.
- The MOP must clearly identify the Program Managers responsible for coordination of the activity and provide telephone numbers and any other relevant contact information.
- The MOP must include an escalation list with notification time frames should unforeseen problems occur that would result in an outage extending beyond the scheduled Maintenance Window.
- The MOP must include a fallback plan should the original plan not work.

Emergency Maintenance

Emergencies by their nature are not a part of the CMR process, but can seriously impact end-users and any scheduled maintenance activities.

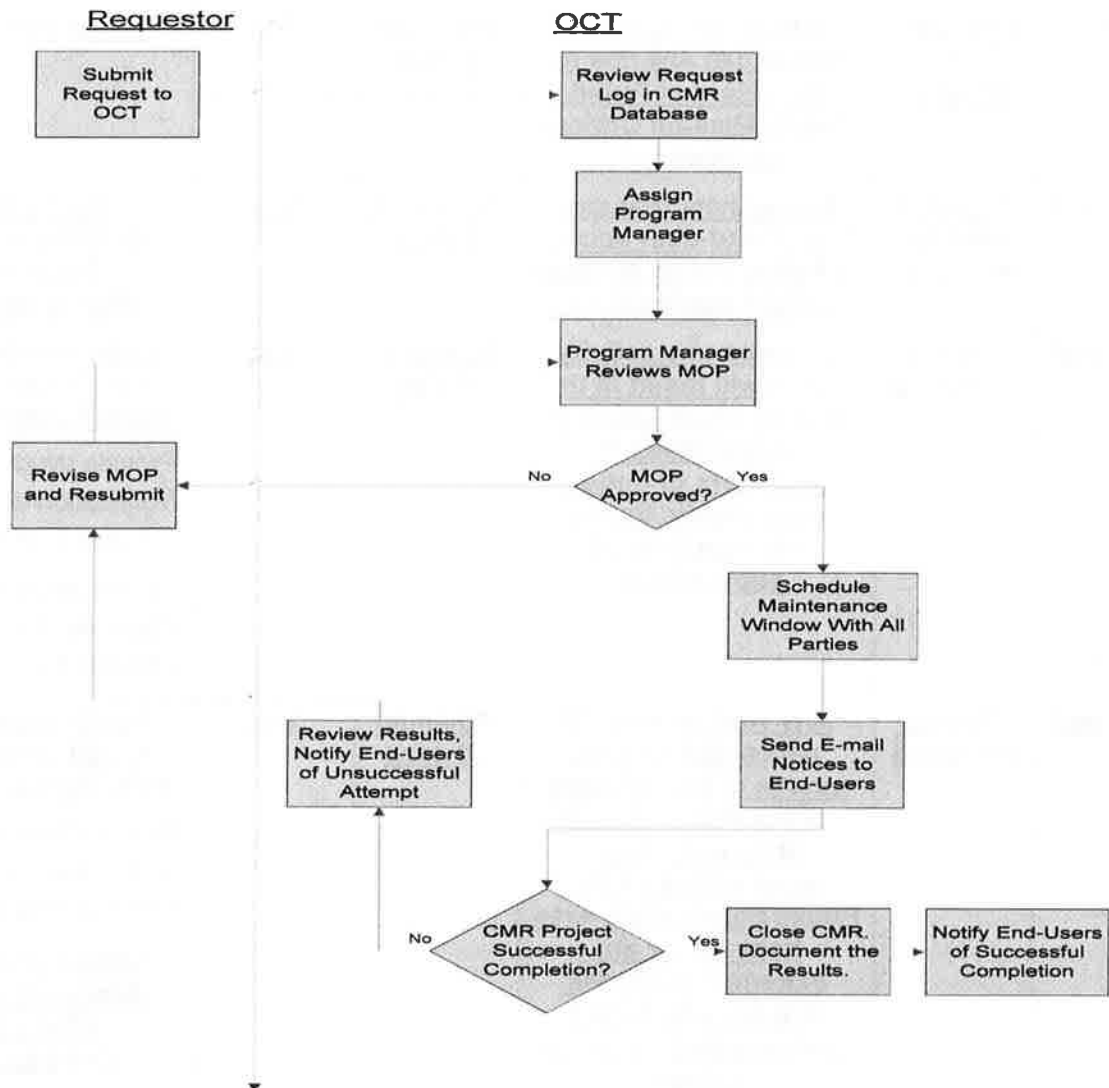
In the event of an emergency outage, both the affected end-user and first responder must notify the designated on-call person for the Office of Communications Technology (OCT). An on-call list will be provided to each 911/Dispatch Center Duty Officer and Manager. The OCT contact will be responsible for the following actions:

- Identifying and assigning resources to work the emergency.
- Acting as a liaison between the maintenance provider and the 911/Dispatch Center Duty Officer and Manager for the duration of the outage or service degradation.
- Documenting response times and actions taken, followed by generating an after-action report.

The maintenance provider(s) responding to an outage or service affecting emergency must take the following measures following notification:

Change Management Request

Process Work Flow



End-User Notification

Not less than ten (10) business days prior to an approved CMR project affecting the Regional Public Safety Intranet, the County OCT project manager must notify all end-user management by e-mail of the pending activity with all CMR and MOP documentation attached. The e-mail should summarize the attached documentation but must include:

- A list of all affected end-users.
- A generic statement of nature of upgrade or maintenance procedure and the operational need to make the change.
- The Maintenance Window, date and time the work will be performed including the projected end time.
- A generic impact statement that identifies the nature of the work being performed; the impact of the work on the end-user while the work is performed and the effect of the work on the restored system or application.
- Telephone numbers of project managers and key staff involved in the activity.

Approval Authority

Any and all activities being performed must be supported by an approved CMR document.

What is the expected and desired end result of the Work to be Performed?		
Identify any loss or degradation of functionality and the impact on end-users during the Maintenance Window:		
Identify your On-Site Contact during the scheduled Maintenance Window:	<u>Name & Contact Number:</u>	
Requested Maintenance Window for Work to be Performed:	<u>Start Date & Time:</u>	
	<u>Stop Date & Time:</u>	
Approved Maintenance Window for Work to be Performed:	<u>Start Date & Time:</u>	
	<u>Stop Date & Time:</u>	
Maintenance Window Approved By:	Date:	
Assigned MOP Tracking Number:		

OCT to complete Items 1 through 10 Below:	
(1) OCT Contact for Project:	(2) Name:
	(3) Mobile Phone Number:
	(4) E-Mail:
(5) MOP Type:	(6) FYI – Non-Service Affecting: <input type="checkbox"/>
	(7) Scheduled – Potential Service Affecting: <input type="checkbox"/>
	(8) Scheduled – Service Affecting: <input type="checkbox"/>
	(9) Scheduled – Outage Required: <input type="checkbox"/>
	(10) Emergency: <input type="checkbox"/>
Reviewer Comments:	
Method of Procedure Approved By:	Date Approved

2. Stakeholders

	<i>Name</i>	<i>Department</i>	<i>Telephone</i>	<i>E-mail</i>
Tech Lead:				

3. Vendor Contacts

<i>Name</i>	<i>Company / Role</i>	<i>Telephone</i>	<i>E-mail</i>

4. Project / Service Description

Project Purpose / Business Justification
Objectives (in business terms)
Deliverables

4. Project / Service Description

Project Strategy

List of events that should take place in chronological order:

5. Financial / Resources Information

Funding Source Operating Budget, Capital Budget, Grant, Other.

Estimate of Implementation Cost

Return-on-Investment (ROI) Data

Estimate time required of Multi-Department Staff

Role	Hours needed

Estimate time required of other Organization Staff

Role	Hours needed

11. Sign-off

	Name	Title	Signature	Date (MM/DD/YYYY)
Business Sponsor				
Business Sponsor				
Program Manager				
Agency Sponsor				
Agency Sponsor				

12. List of Addenda

Document Name		Filename and Location

13. Notes / Comments

2000

1.3 BSO shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the Severity Levels defined above. Severity Level 1 or 2 problems should be reported verbally to the County by BSO IT Representative or Agency Administrator. County may modify the initial Severity Level (upgrade or downgrade), in which event County will notify the BSO of the change in Severity Level of any BSO-reported problem.

1.4 County shall provide telephone support for maintenance issues 24 hours per day, 7 days a week (24 x 7).

1.5 All requests for support for the products specified in this Exhibit will be logged with the County Customer Support Center ("CSC") via telephone at 1-954-357-8686 or email at selfhelp@broward.org

1.6 County will provide BSO with a resolution within the appropriate Resolution Time and in accordance with the assigned error Severity Level when County diagnostics indicate that the error is present. Additionally, County will verify: (a) the hardware and software are being operated in conformity to the System Specifications, (b) the hardware and software are being used in a manner for which they was intended or designed, and (c) that the hardware and Software are being used only with County approved hardware and software. Resolution Time period shall not begin to run until such time as the verification procedures have been completed. County will continue to provide service support under this Interlocal Agreement until final resolution is determined.

1.7 Should County determine that it is unable to correct such reported error within the specified Resolution Time, County will upgrade and escalate its procedure and assign such personnel or designee to correct such error. This will include automatic problem call escalation to appropriate levels of County management.

1.8 County will extend, to the extent permitted under applicable maintenance or service agreements, any and all maintenance service provided to County by the maintenance or service provider to BSO provided that:

- a) Any third party hardware, software, and any other related supplies shall conform to any and all applicable industry approved technical, functional, and performance specifications;
- b) The System is free of modifications and alterations which have not been pre-approved by County.
- c) The System has not been subject to any misuse and/or abuse, whether negligent, intentional or otherwise.

1.9 Unless otherwise specified herein, any and all suspected errors will be investigated and corrected at County facilities. County shall decide whether on-site correction of any hardware and software error is required.

1.10 Any third party equipment supplied by County to BSO shall be subject, to the extent permitted under applicable agreements, to the manufacturer's warranty for that equipment.

other, including any and all copies thereof, which the other party previously provided to it in furtherance of this Agreement. "Confidential Information" as used herein shall include: (a) proprietary materials and information of the disclosing party regarding technical plans; (b) any and all other technical information, whether in a softcopy or hardcopy medium, including but not limited to data, developments, trade secrets and improvements that was disclosed in any form by the disclosing party; (c) all GIS, address, telephone, or like records and data provided by the disclosing party that is required by law to be held confidential.

3.6 This Service Level Agreement does not grant directly, by implication, or otherwise, any ownership right or license under any patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the products sold or services performed under this Service Level Agreement.

4.0 SOFTWARE UPDATES

County shall provide software updates, to the extent permitted under applicable license, maintenance or services agreements, as defined below:

4.1 Supplemental Release is defined as a minor release that contains primarily error corrections to an existing Standard Release. It may also contain limited improvements that do not affect the overall structure of the Software. Supplemental Releases can be installed remotely. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3".

4.2 Standard Release is defined as a major release of Software that contains product enhancements and improvements such as new databases, modifications to databases, new server/requesters, etc., and may involve file and database conversions, System configuration changes, hardware changes, additional training, modifications of Software license terms, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3".

4.3 Product Release is defined as a major release of Software considered the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3".

4.4 The BSO will not be required to pay any additional fees for County provided software releases.

4.5 At BSO's request, County will provide a current list of compatible hardware operating system releases. A list of Software Supplemental or Standard Releases will also be made available at no charge to BSO.

4.6 BSO must maintain all hardware and software connected to the County's network to the latest compatible revisions.

5.0 ADDITIONS AND CHANGES

- h) Removal, relocation, and/or reinstallation of System or any component thereof without prior written consent by the County;
- i) Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.
- j) Operational supplies including, but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes, any supplies in addition to that delivered with the System, and battery replacement for uninterruptible power supply (UPS).
- k) Unauthorized installation of any software or hardware modifying Printrak Software and/or the System.

7.2 BSO shall be responsible for payment of any desired service and support not included within the scope of this SLA and such service or support shall be performed at the rates set forth below.

Billable rates are subject to a two (2) hour minimum:

\$100 per hour	8 a.m. – 5 p.m. (local time) Monday – Friday (excluding County established holidays)
\$150 per hour	After 5 p.m. Monday – Friday, and all day on Saturday, Sunday and County established holidays
Travel Expense	In addition to the above hourly labor rates, all other actual travel related expenses may be charged to BSO.

Exhibit G

Trunked Radio System
Standard Operating Procedures

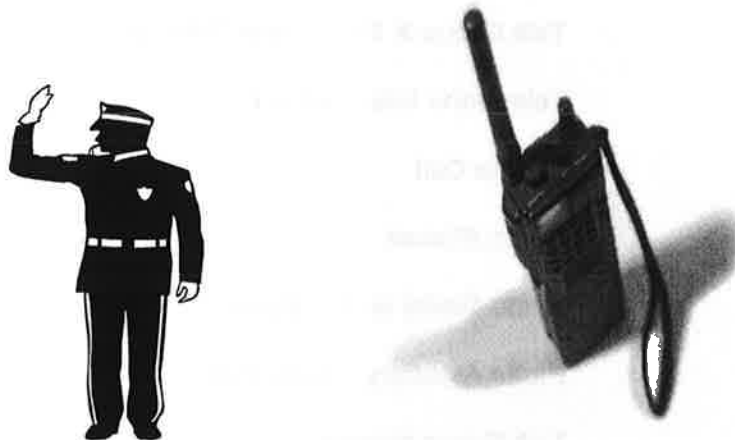
Regional Public Safety

Communications –

Radio Sub-Committee

Standard Operating Procedures

For the Broward County Public Safety Intranet



STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.1	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Fleetmap Standards	
Date Established: 12/15/06	
Replaces Documents Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

The 800 MHz system will contain a large number of talk groups & multigroups to support the various agencies that will be subscribing to the system.

The System has multiple administrating agencies that will be responsible for maintaining the Fleetmaps and system programming for the agencies for which they are responsible.

Talk groups must be configured identically by name in the SmartZone Manager Terminal database, Radio Consoles and the Subscriber Radio. The minimum characters are six (6) and maximum is 14. The Talk Group number of characters will need to be based upon the individual agency's subscriber radio model types used within their fleet.

For the effective management of the system a defined process needs to be used to document the Fleetmap information that each agency is supporting. This information needs to be in a format that is shared with the other administrators.

2. **Technical Background:**

- **Capabilities:**

The Fleetmap is parameter information programmed into the system infrastructure and into the subscriber radios to control how the radios will behave on the 800 MHz system.

The Fleetmap itself contains the following information:

Talk groups that are shared between subscribers of different administrating agencies will be reflected on all the spreadsheets having subscribers using these talk groups. The portion of the System Manager's spreadsheet containing data on talk group ownership will be considered the master reference for the Talk group.

The disclosure of the Fleetmap configuration information including Talk Group IDs, user IDs, user privileges and other related system information would substantially jeopardize the security of the system from tampering, sabotage, unauthorized use, jamming, hacking, unauthorized access to the contents of confidential voice and data communications, etc. Therefore, the master Fleetmap spreadsheets shall be classified as "Security Information" and "Non-Public Data." The System Managers may choose to disclose some or all of their own information to their users; however, they shall not disclose other Agencies' information without prior approval from the responsible System Manager.

6. Management:

The System Managers Group will manage the Fleetmap information and the details of the process for communicating the information.

Priority 1 Definition – EMERGENCY: Only Emergency Alert calls, i.e. emergency button pressed, will be given the Priority 1 status. Definition of an EMERGENCY means when a public safety radio subscriber encounters a life-threatening situation and needs help by activating their emergency button which then activates their designated dispatcher's radio console with an emergency alert.

Priority 2 Definition – Unassigned

Priority 3 Definition – Unassigned.

Priority 4 Definition – Public Safety Talk Groups

Priority 5 Definition – Low Priority Public Safety Talk Groups

Priority 6 Definition – Unassigned

Priority 7 Definition – Local Government Essential

Priority 8 Definition – Unassigned:

Priority 9 Definition – Local Government Non-Essential

Priority 10 Definition – PRIVATE & INTERCONNECT CALLS: Will be used for Telephone Interconnect Calls, Private Calls as defined by direct point-to-point or radio-to-radio communications that are not carried out within a talk group. This priority will also be used for talk groups that are established for system testing.

5. Recommended Procedures:

N/A

6. Management:

The RPSCC Radio Sub-Committee is responsible for supervision and management of this procedure.

minutes. Only one channel within a radio system will be allowed the feature of Telephone Interconnect. The need to make a Telephone Interconnect call must be restricted to emergency and business related use. The City of Fort Lauderdale has two (2) channels available for the users that are allowed the Telephone Interconnect feature; however, they do not permit other agencies to utilize their Interconnect resources.

4. Recommended Protocol/Standard:

Interconnect usage shall only be programmed for the users of the system that have a need for the function, the primary purpose of the system is for radio communications, but there may be some users that may require a backup ability to cellular communications.

The priority level for interconnect calls is "10," this is defined under the priorities standards documents.

The interconnect equipment of the system will be configured to use the "overdial" method of operation, where the incoming calls come into a generic phone number, and then the interconnect ID of the radio is entered to complete the call. The Fort Lauderdale radio system does not support inbound interconnection.

5. Recommended Procedures:

The System Managers need to define and manage the interconnect properties of the RF subsystem(s) that they are responsible for. Each RF subsystem can be configured individually for the number of calls that they will be allowed to simultaneously carry.

6. Management:

The System Managers shall be responsible for following this procedure and monitoring the effect and usage of this resource. If negative impact or excessive usage is determined, interconnect permission will be reconsidered and possibly revoked. Definition of "negative impact or excessive usage is defined as individuals who are reported for using this feature for non-emergency and/or non-business related matters.

STANDARD OPERATING PROCEDURE (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.4	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Private Call	
Date Established: 12/15/06	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

To manage the use of private call on the system, although this is a useful feature and needed by some users, it must be managed to an appropriate level to protect the primary radio communications purpose of the system.

2. **Technical Background:**

▪ **Capabilities**

Private calls can be placed to individual users of the system, this communication is outside of the Talk Group communications, and is a private communication between two radio users. Console operators can place private calls to the radio users.

▪ **Constraints**

- A private call will consume a RF channel for the duration of the conversation.
- Private calls are half-duplex, only one end can talk at a time.
- A type 1 portable cannot initiate a private call.
- A type 2 portable can only place private calls to numbers that are pre-programmed into the radio.
- A type 3 portable can place a private call by dialing the number directly.
- Private calls are not recorded.
- For the duration that a radio user is involved in a private call, the user will not be involved in dispatch / Talk Group communications.
- The system is not able to restrict the usage of private call on the system, unlike interconnect calls, which can be managed.

3. **Operational Context:**

The private call resource should primarily be used as a supervisory function, if there is a business need for a radio user to have this ability, it should be granted, but the resource overall needs to be managed to protect the RF resources of the system. This is also a function that dispatch consoles overall would be capable of. Due to the risk of cutting off

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.5	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08-02-07
Procedure Title: Radio Aliases	
Date Established: 12/15/06	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

The purpose of this section is to set forth the principle by which all radio users in the regional system will establish names for their radios in order to ensure that there are no duplicate names, and also to facilitate intuitive understanding of the radio name.

2. **Technical Background:**

▪ Constraints

Every Radio User ID in the system has to be unique; there can be no duplicate IDs. The Radio User Alias field itself will hold up to 14 characters and the legal values that the system will accept are: Upper Case Alpha, Numeric, Period, Dash, Forward slash, Number sign.

When agencies make additions, deletions and changes to the database for Radio Aliases the modifications will not take effect until Motorola performs a database back-up that will occur every Friday. The Dispatch consoles will not reflect these modifications until that step is taken.

3. **Operational Context:**

With the exception of the first three (3) characters users are technically free to choose any unique name they wish for their radio aliases. However, since this is a shared system Radio User Aliases that are programmed into the system must have naming conventions between agencies that will not conflict with each other.

4. **Recommended Protocol/Standard:**

In order to meet this need the Radio User aliases would be prefixed with an agency identification that would be unique to that agency and would preferably readily identify the agency the Radio User is associated with. Because of the number of agencies using the system the prefix would be a minimum of two alphanumeric characters in length in order to avoid contention between agencies.

FSO	Motorola Field Service Operation (FSO)
HB	Hallandale
HBB	Hillsboro Beach
HW	Hollywood Police, Fire Rescue and Local Government
LH	Lauderhill
LP	Lighthouse Point
MED	Broward County MEDCOM
MG	Margate
MM	Miramar
OP	Oakland Park
PB	Pompano Beach Local Government
PB	Pompano Beach Fire Rescue
PL	Plantation
PP	Pembroke Pines
SEM	Seminole Tribe
SN	Sunrise
WM	Wilton Manors

5. Recommended Procedures:

N/A

6. Management:

The System Managers are responsible for seeing that the defined standard is followed and maintained.

their home system. SmartNet radios can be utilized where there is no intention of providing the automatic roaming features. With an eye to the future, where P25 and 700 MHz may be introduced, it is recommended that the subscriber units with a life expectancy past 2009 be either upgradeable or be equipped to operate on 700 MHz using the P25 protocol. For Public Safety users it is strongly recommended that the current Motorola products be utilized. System Managers can advise on the appropriate features, functionality and options to purchase. As a minimum, all radios shall have the ability to be assigned a unique individual ID number for system access, have the ability to be inhibited by command from the System Management tools and have an adequate talkgroup/channel capacity to permit the Local, Regional and National Mutual Aid talkgroups and channels to be programmed along with local agency requirements. The radios shall be capable of operating both in conventional mode and Motorola Trunking modes. There are other Trunking protocols that are not compatible, and radios utilizing these protocols shall not be authorized. These protocols include, but may not be limited to, Privacy Plus, EDACS, LTR and TETRA.

Mobile Radios shall have their power set to the lowest possible value. The radio systems in Broward County are designed to work in-building with portable radios. Constraints are placed upon the acceptable mobile radio power levels that should be utilized by this in-building design and the close spacing of the frequencies utilized by the network. Excessive power can cause undesired interference to the other users on the network. Older model radios shall be set to the lowest power permitted by their design, typically the half-power point. Non-Public Safety mobiles shall utilize 1/4 wave antennas, not gain style antennas.

Any Public Safety user that desires to utilize a high power setting for a specific System's Talk Groups shall obtain permission from the System Managers. The radios shall be programmed to power up in the low power mode and require a positive action on the part of the user to increase the power level. There shall be policies and procedures written to address the use of high power only after communications are unsuccessful when using the low power setting, and when working outside the primary coverage area of the network. If wide area talkgroups are involved, the totality of the wide area coverage, and not that of a more restricted coverage system, shall determine if high power usage is appropriate.

Remote Control Head		O	O
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S = Standard Feature

O = Optional Feature

5. Recommended Procedures:

N/A

6. Management:

The System Managers are responsible for seeing that the defined standard is followed and maintained.

In order to meet these requirements the following information describes the minimum standards that must be considered when new auxiliary radio equipment is purchased.

Antennas: Radio antennas shall be either the OEM part or an equivalent as determined by the System Manager. No antenna shall be used that is not pre-approved. In no cases shall "cellular" or shortened stubby designs be permitted unless technical testing confirms that the radiated energy is within 1 dB of the OEM antenna radiation. Testing shall be performed under the direction of the System Manager, not the end user.

Batteries: The battery is the life-blood for the radio and can have a major impact on the radio performance over the course of a shift. It is encouraged that each Public Safety user will have a spare charged battery available. In car charges are an option, either the OEM version or the AdvanceTec model as appropriate for the radio model in use. These shall only be utilized to charge the spare battery. It is highly encouraged that OEM batteries be utilized as they have proven to present fewer quality and performance issues than many of the after-market products.

After-market batteries shall be evaluated prior to implementing their use. Testing shall include fit and finish, drop tests, vibration, cycle capacity, long-term capacity and self-discharge after the battery has been in use for six (6) months. Testing shall be on a representative sample of the after-market manufacturer's product.

Speaker/Microphones: Speaker/Microphones come in two basic styles; Public Safety – equipped with an antenna; Standard – usually equipped with a coiled cord and does not have antenna. The radio system coverage is predicated upon the use of a Public Safety microphone with the appropriate antenna installed on the microphone. Use of Standard speaker/microphones for users that ride in vehicles is discouraged due to the significant range reduction caused by having the antenna below the vehicle glass level and shielded by the vehicle's construction. They may be utilized by bicycle and motorcycle units with the understanding that when radio user is in a vehicle, the coverage may be significantly reduced.

Surveillance kits such as the two or three wire kits, and ComPorts also utilize the antenna mounted on the radio. The same in vehicle coverage issues apply to these units.

After-market microphones, surveillance kits, etc. require technical evaluation by the System Manager before they are promoted to the end users.

The following are the manufacturer's recommend standard specific to radio models MTS2000 (antennas only), XTS3000 and XTS5000 (batteries only) series.

Antenna:

- 806 – 870 MHz – ½" Wavelength Whip (MTS2000 only)
- 806 – 941 MHz – ¼" Wavelength Whip (MTS2000 only)

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.8	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 04/08/08
Procedure Title: Talk Group Names	
Date Established: 01/04/07	
Replaces Document Dated: 08/02/07	
Date Revised: 04/08/08	

1. Purpose or Objective:

The purpose of this section is to set forth the principals by which all radio users in the regional system will establish names for **Talk Groups (TG)** and to facilitate intuitive understanding of the TG name. The TG naming standard is also essential because, in keeping with the regional interoperability concept, some TG's will be shared by multiple agencies.

2. Technical Background:

All TG names programmed in the County's 800MHz Trunked Radio System must be unique and consistent from Zone Manager to subscriber. Due to the fact that the newer subscriber units will have a maximum of twelve (12) characters on their display, TG length will be limited to a maximum of twelve (12) characters. When possible, subscriber TG will be consistent with the console database and zone controller. Any subscriber with less than eight (8) characters display will be handled on a case by case basis.

3. Operational Context:

With the exception of the first four (4) characters (see Appendix A), the System Managers are technically free to choose any unique name they wish for TG's assigned within their partition (maximum of twelve (12) characters). The NPSPAC Mutual Aid conventional TG's are assigned a name that is known nationwide. When possible, subscriber TG will be consistent with the console database and zone controller. Any subscriber with less than eight (8) characters display will be handled on a case by case basis.

4. Recommended Protocol/Standard:

The first two characters of the TG alias identify the talk group governing entity/municipality (see Table 1). The third character identifies the department/agency within the governing entity/municipality (see Table 2). The fourth character will have a dash (-) as a separator. The remaining available characters will be used to complete the talk group alias. It is important to note, depending on the subscriber type and/or model, character display may

Appendix A

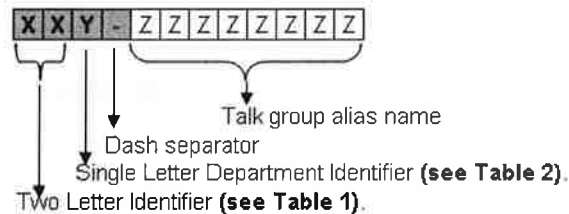
Purpose:

The following is required in order to standardize and document talk group naming convention for the Broward County SmartZone 800Mhz Trunked Radio System.

Description:

The first two characters of the talk group alias identifies the talk group governing entity/municipality. The third character identifies the department/agency within the governing entity/municipality. The fourth character will have a dash (-) as a separator. The remaining available characters will be used to complete the talk group alias. It is important to note, depending on the subscriber model, character display may be smaller or larger. Any subscriber displays that are under eight (8) characters will be handled, by the Radio System Administrator, on a case by case basis. See examples below.

Example 12 character display

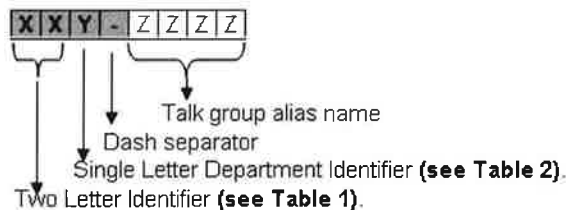


example: **B S O - D I S P - 4 A** = PSB/BSO dispatch channel "Disp4A"

example: **F L P - D I S T - 1** = FTL dispatch channel "Dist-1"

Note: Depending on the subscriber model, character display may be smaller or larger. There is a max of twelve (12) characters allowed for talk group alias names.

Example 8 character display



example: **B S O - D I S P 4** = PSB/BSO dispatch channel "Disp4A"

example: **F L P - D I S T 1** = FTL dispatch channel "Dist-1"

Note: Depending on the subscriber model, character display may be smaller or larger. There is a max of twelve (12) characters allowed for talk group alias names.

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.9	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Shared Use Of Talk Groups	
Date Established: 01/04/07	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

The intent of this standard is to provide an option to the users of the 800 MHz system, which will allow the talk group owners to "at their discretion" predefine sharing authorizations for other agencies.

2. **Operational Context:**

Talk Groups are considered to be "Owned" by the agency requesting the creation of the Talk Group, similar to the ownership that applies to conventional RF resources. As the owner of the Talk Group the owning agency has the authority and control to define who can and cannot use the Talk Group and to what "degree. Traditionally this process has been primarily accomplished with "letters of authorization."

The optional method to simplify this process is for the owning agency to predefine sharing authorization, as diagrammed in the table example below.

The predefined authorizations would be kept in the Talk Group spreadsheet maintained by the System Managers. These spreadsheets would be shared between the System Managers, and would be a reference available for Talk Group planning. If an agency does not pre-define sharing authorization for a particular talk group, the default will be a "P" as defined below.

3. **Recommended Protocol/Standard:**

The use of the following codes, which are combined to define the intended pre-authorizations...

P = Permission is required to gain authorization for use. A letter of permission must be generated from the System Manager of that agency that wishes to use another agency's Talk Groups for their radio subscribers and/or their Dispatch consoles and this written request must be sent to the System Manager of the system that has ownership of those Talk Groups for their system.

Talk Group 4				P-RX
Talk Group 5				P-TX
Talk Group 6				D-TX
Talk Group 7				L-TX
Talk Group 8				A-TX
Talk Group 9				P-RX
Talk Group 10				P-TX
Talk Group 11				D-TX
Talk Group 12				L-TX
Talk Group 13				A-RX
Talk Group 14				P-RX
Etc.				P-RX

The "RX" option shown in the table is an authorization that permits receive only use, although the radio would be technically capable of transmit (TX) operation on the talk group.

used. Talkback Scan would direct the user to transmit on the last active Talk Group the radio heard traffic on. This will cause confusion as the radio user will not know what Talk Group the radio will be transmitting on as it will constantly change based upon what the radio last received. Scan is not recommended for those users that must hear critical communications.

While Scanning will be available on the systems it will necessarily be limited and, therefore, not be as robust as in conventional radio systems.

3. Operational Context:

The network infrastructure and subscriber units will be configured to balance the ability for users to achieve wide area coverage where necessary, and maintain an acceptable level of service for all users. The use of "Critical User" and "Critical Site" in the system for the purpose of non-priority Scanning is not permitted and Scanning between different sites will be accomplished by the use of "requested sites."

Before priority Scanning is allowed on an individual subscriber's radio, it must be pre-approved by the agency's management and/or command.

Additionally, priority Scanning of Talk Groups must be evaluated by the System Manager to make sure the radio system is not affected by the use of this feature.

4. Recommended Protocol/Standard:

Limited Scanning/monitoring privileges may be pre-approved by the affected Talk Group owners and System Managers.

Before Scanning of owned Talk Groups, permission must be granted. permission must come from:

- The System Managers of the sites that are being requested for the Talk Group
- The jurisdiction/agency who is the "owner" of the requested Talk Group

Mutual aid, special roaming and other shared Talk Groups may be Scanned at any time; however, "requested site" determinations will be made by the System Managers of the affected sites.

5. Recommended Procedures:

Permission:

If the Talk Group does not appear on the approved Scanning list, permission must be obtained in writing from the Talk Group owner and the System Manager of the non-home site or sites being "requested" if applicable.

Scanning Configuration:

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.11	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Emergency Button	
Date Established: 01/04/07	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

There will be a large variety of users on the radio system with various Emergency Button needs. The various ways the emergency key can be configured will allow for flexibility of use, however, it is important to design the system in such a way that when an Emergency Button is pushed, it is responded to quickly and appropriately.

2. **Technical Background:**

▪ **Capabilities**

The "Emergency Button" feature, if it is programmed into the subscribing agency radios, will allow a radio user to send an emergency notification by pressing the specific Emergency Button on the radio. The notifications will audibly and visually alert all dispatch console positions that have the talk group up that the emergency notification is routed to. Other radios that have the talk group selected will also receive the emergency notification, and display the radio ID of the radio generating the emergency. The display of an ID is dependent upon radio model, firmware version, and purchased options. The user activating the Emergency Button has the obligation to properly cancel the activation by pushing – and holding the Emergency Button until a continuous tone sounds. Failure to properly cancel the alarm on the originating radio will cause a new alarm activation each time the user transmits.

Emergency calls are also automatically assigned the highest priority available and would be the first available from the queue if the system is in a busy situation. Subscriber's radios can optionally be configured to automatically activate the Push-to-Talk (PTT) for a programmed period of time if the Emergency Button is pressed.

▪ **Constraints**

Consider two situations a fire department engine company could be faced with, that show different operational needs:

3. Operational Context:

An Agency may choose to utilize the Emergency Button functionality, or to disable its use. If an Agency chooses to use the Emergency Button it shall be utilized as an indication of an immediate threat to life or property. Use of the Emergency Button to advance a routine Talk Group call in the priority cue is not an accepted usage. Agencies may choose to have the emergency activations occur on a primary dispatch Talk Group, or be directed to a specific Talk Group set aside to handle Emergency Activations. Agencies that may have access to the Talk Groups from other Agencies in their consoles will receive the emergency activation notifications if that Talk Group is active in a folder in the console operator position. Agencies shall NOT acknowledge/silence/cancel emergency activations from another Agency without contacting that agency before taking action. To do so may cause a valid emergency alarm to go unanswered.

Any Agency that acknowledges/silences/cancels emergency activations from another Agency more than 3 times, without contacting that agency before taking action, shall remove the other Agency Talk Groups from their consoles within 30 days of receiving notification from the Talk Group owner or System Manager.

Subscriber units that send an excessive number of false emergency alarm activations shall be located and corrected by the subscriber owner agency as expeditiously as possible. Excessive is determined to be four (4) or more false alarm activations within a 24-hour period. The subscriber owner agency shall take all steps necessary to locate and correct the false activations. There are circumstances where it is not possible to stop the false activations by attempting to inhibit the radio or by removing the radio authorization record from the system databases. In these cases the radio must and shall be located by the Owner Agency and brought to the servicing vendor for repairs within 30 days of the first false activation. Dispatch Centers shall report all instances of excessive false emergency alarm activation to their System Manager. The report shall include the date, time and Talk Group the emergency occurred on, along with either the subscriber alias or displayed radio ID #.

4. Recommended Protocol/Standard:

Use of the Emergency Button as an emergency signaling option should be available to any agency on the radio system, subject to certain conditions and provisions.

1. Agencies are not required to use this capability of the radio system.
2. No agency will be permitted to enable their emergency signal on a talk group designated as "emergency restricted."
3. All agencies implementing the Emergency Button must have a plan in place to respond to an Emergency Button activation.
4. All Emergency Button response plans must include, at minimum:

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.12	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Encryption	
Date Established: 01/04/07	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

This procedure is to identify operational procedures and responsible authorities governing Encryption activities.

2. **Technical Background:**

▪ **Capabilities**

The network infrastructure and subscriber units need to be configured to permit Encryption of selected Talk Groups. Whether or not Encryption will be utilized in subscriber radios, it is at the option of the user agency. Users also need to be trained to know how to activate the Encryption feature when needed on a specified talk group.

▪ **Constraints**

It will be the subscriber radio user's responsibility to activate the Encryption feature when needed. In most cases the use of Encryption will be decided once a talk group is dedicated to the use by the personnel in the field that are involved in the operational situation.

The Encryption feature blocks all non-approved/intruder radio users and scanners from hearing the conversation of the talk group that is being used for the situation. At this point in time (2007), only the City of Hollywood and County of Broward infrastructure support Encryption capabilities. Encryption can only occur on a digital capable talk group. Both the availability of digital Talk Groups and digital subscriber IDs is limited and must be coordinated with the System Managers prior to any desired implementation. Currently only DES-OFB and DES-XL Encryption algorithms are supported. Encryption Talk Groups that must appear on a console will need to have Encryption key loaded into the Console DIU. This has the potential to reduce the security of the talk group as others may be able to access the clear audio via a console.

6. Management:

The System Managers group and the agencies upper level management will be the responsible authority for Encryption issues.

The TDATA signal keeps the base stations in the trunking mode. If TDATA transmission stops because of failure of the central controller, the base stations revert to the Failsoft mode.

- The base station unmutes and transmits a Failsoft data word
- Radios respond to the Failsoft word and unmute, allowing service to continue via community repeater type operation.
- The base station sends out a 900 Hz tone for 280 milliseconds every 10 seconds to alert the radio user that the system is in Failsoft mode.

Logging: Audio recording of a radio communication.

Mission Critical Operations: Those governmental, quasi-governmental and non-governmental operations carried out by authorized users which are reliant upon a functioning two-way radio communications system which unavailability, degradation, delay or failure, partial or complete, would significantly impact or impair the successful delivery of a vital service or mission. Operations would include, but are not limited to the categories below:

- **Public Safety** – Those functions of government that exist to protect the physical well-being of the public as a whole from physical danger – continuous delivery of essential public services. Included with this group are Legal Counsel and City's Special Investigative Unit (SIU) and the Administration Site Operations.
- **Transportation** – Those functions of the government that exist to provide safe, effective and efficient multi-mode movement of the public commodities including public roads, highways, waterways, railways, airways and public transportation systems. Included with this section is the Broward City buses that may need to be used as a back-up to the Broward County Mass Transit buses should a mass evacuation occur due to a major incident.
- **Environmental Protection** – Those functions of the government that exist to protect the environmental from changes that are detrimental to the existence and continuance of that environment.
- **Public Works** – Those functions of the government that provide "first responders" that may be necessary to clear streets and highways so that Public Safety operations can be conducted after a major event like a hurricane.

Mobile Radio: A station in the mobile service, generally installed in a vehicle, intended to be used while in motion or during halts at unspecified points.

Mobile Service: A service of radio communication between mobile and base stations, or between mobile stations.

Monitor: Monitoring is defined as the scheduled and routine inspection of operational practices and facilities and/or the review of system reports and documents. Monitoring frequency would generally be on a predetermined, scheduled basis

Public Safety Answering Points (PSAPs):

Primary: The PSAP where a 9-1-1 call is originated and received by a call taker then transferred to a dispatcher for dispatching police, fire or emergency medical assistance.

Secondary: The PSAP that receives transferred 9-1-1 call taker calls and is then dispatched and monitored from this center.

Public Service: Public Service in this context refers to general government personnel such as Public Works, Transportation, and other similar public service operations.

RF: Radio Frequencies

Regional Public Safety Communications Committee (RPSCC): The governing body of municipal Police and Fire Chiefs, IT Management and decision-making staff that are empowered to develop Standards, Protocols and Procedures regarding the intent to accomplish the Broward County's Charter direction to achieve regional communication plans to establish Radio Interoperability and Closest User Response objectives.

Region 7: State of Florida Homeland Security region that is made up of Broward, Dade, Monroe and Palm Beach Counties.

Regional System: In this context of this manual this term is intended to represent the entire Region-wide 800 MHz Public Safety Communication System.

SmartZone Trunked System: The 28 channel trunked radio system that serves public safety communication users in a wide-area coverage network. This system allows for roaming from one radio system to another trunked or conventional system seamlessly and provides communications back to the municipality's home based dispatch center. This system can operate in an analog or digital mode.

SmartZone Manager Terminal: The resource tool that is used by System Managers to administer their radio system for maintenance issues and controls of how their radio subscriber and consoles are configured / programmed.

Subscriber Radio: A portable radio that is assigned to a specific individual or a mobile radio that is shared by multiple staff that drives and operates the vehicle.

System: A countywide public safety radio communication system that consists of a shared region-wide infrastructure, the elements of which are identified in the Regional Public Safety Communications Plan and Subsystem integrated into or interconnected by the shared countywide network.

System Manager/ Administrator Positions:

EDICS -	Emergency Deployable Interoperability Communications System
EMS -	Emergency Medical Services
EMRS -	Emergency Medical Radio System
FCC -	Federal Communications Commission
ICALL -	International 800 MHz Calling Channel
ITAC -	International 800 MHz Tactical Channel
MHz -	Megahertz
NAEMSD -	National Association of State EMS Directors
NPSPAC	National Public Safety Planning Advisory Committee
PSAP -	Public Safety Answering Point
PSWAN-	Public Safety Wide Area Network
PTT -	Push to Talk, i.e. talk button
RF -	Radio Frequency
RX -	Receiver of radio communications
SMG -	System Manager, the owner of the Regional Public Radio System and Sub-Systems
RSS -	Radio Service Software
TX -	Transmission of radio communications
UHF -	Ultra High Frequency
VHF -	Very High Frequency

- The next 2 digits represent the CEB number.
- The following 2 digits indicate the TDM slot on that CEB
- The last four characters are to be unique, at the individual agency discretion.

4. Recommended Procedures:

N/A

5. Management:

The System Managers / Administrators are responsible for ensuring compliance with the standard.

EXHIBIT "F" CALL-TAKING PROCESS

911 Call Handling Process Flow

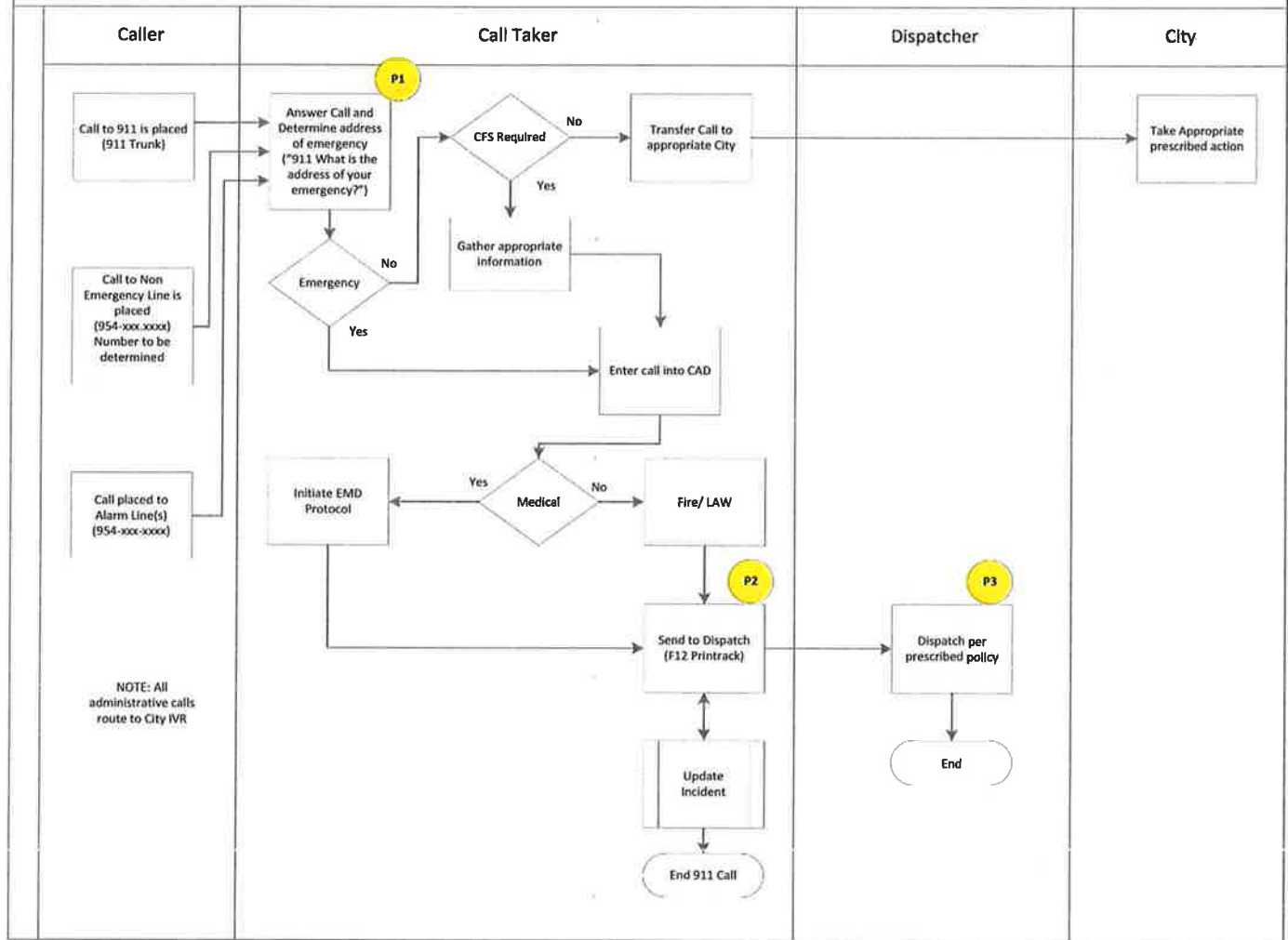
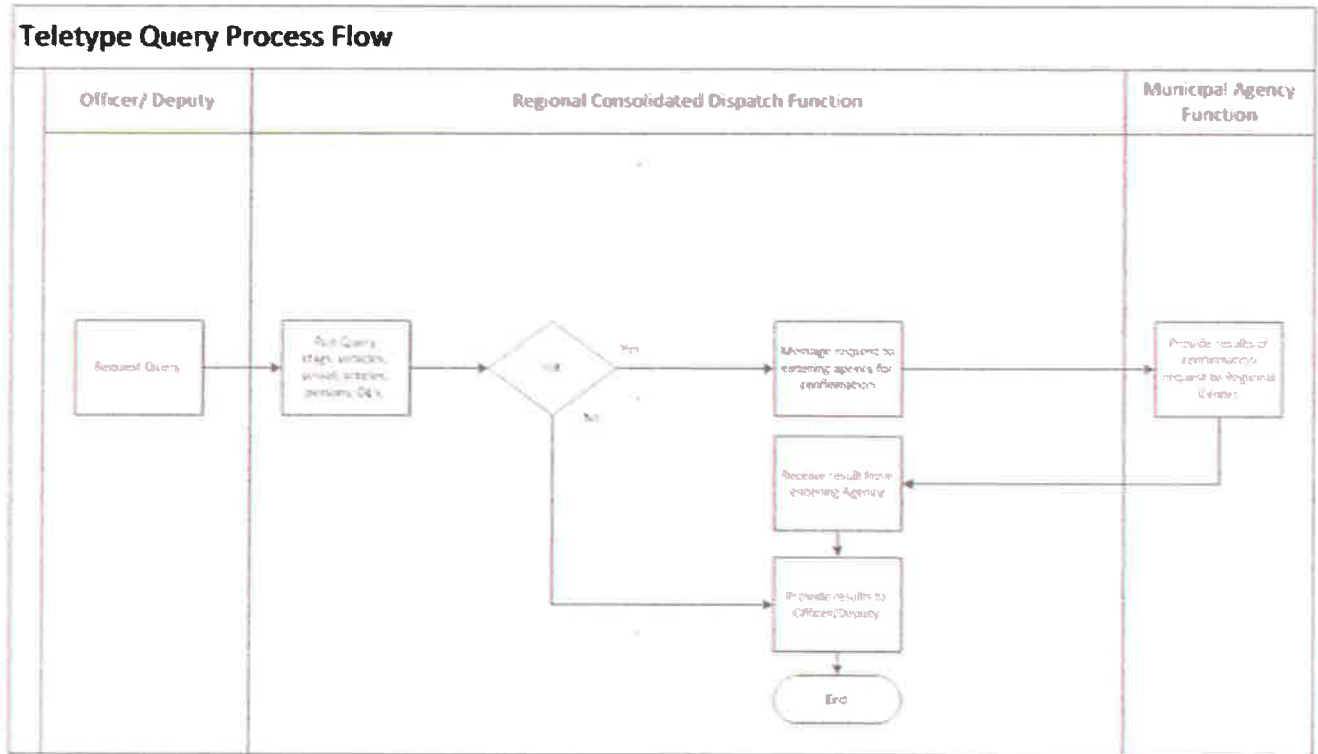


EXHIBIT "G" TELETYPE (QUERIES ONLY) PROCESS



Participating Communities are responsible for performing and funding their own confirmations and locates and those 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).

EXHIBIT "H"
CALL DATA INFORMATION PER HOUR
 System Total

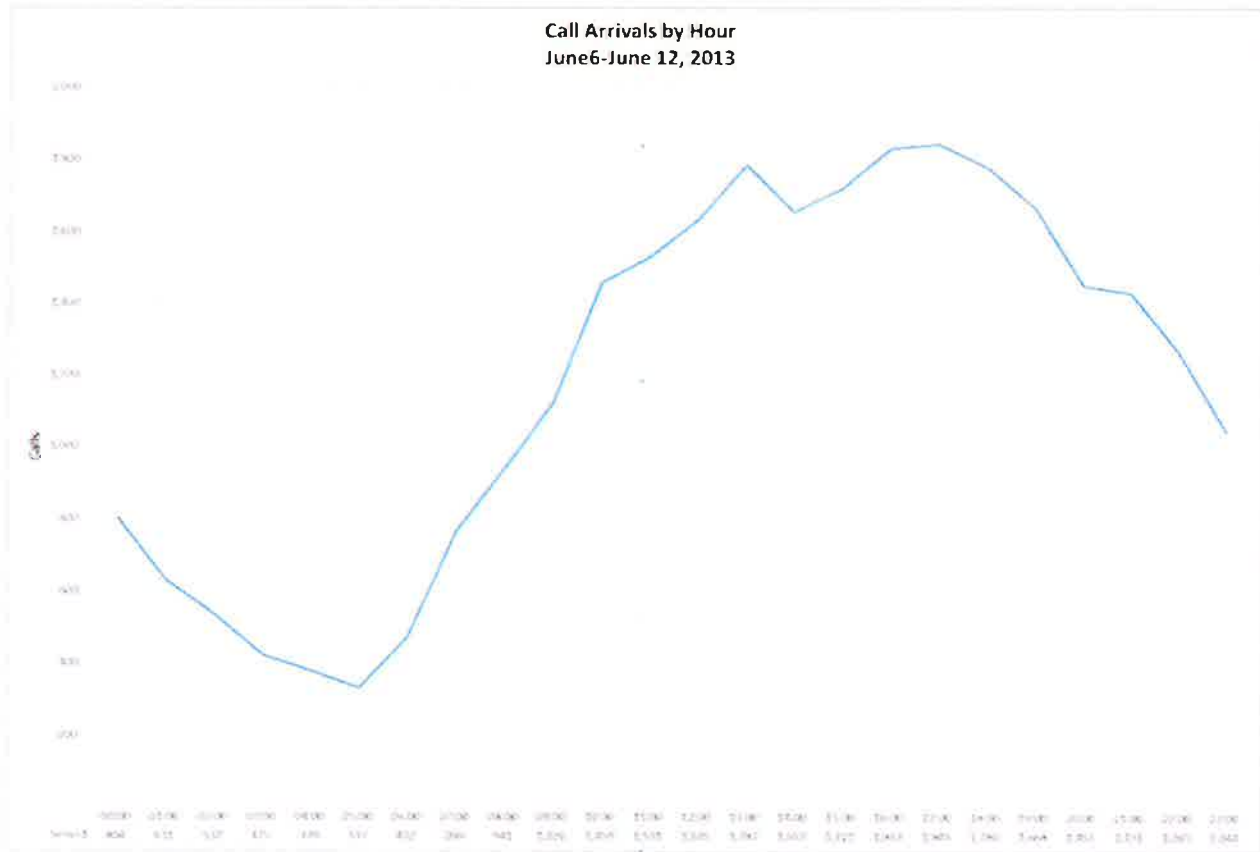


EXHIBIT "I"

STAFFING MODEL PER CENTER

Revised Call Taker Position Requirements (06/21/2013)

(Does not include Coral Springs or Plantation)

	South	Central	North	Total
(a) Workload in hours (D. from APCO Model)	49,462.6	74,528.5	41,185.7	
(b) Net Available Work Hours (Average from PSAPs) *	1,507	1,507	1,507	
(c) Agent Occupancy Rate (F. from APCO Model)	0.8	0.8	0.8	
(d) True Availability per person (b) x (c)	1,206	1,206	1,206	
(e) Full Time Equivalent base estimate (FTE) (a) ÷ (d)	41.0	61.8	34.2	
(f) Attrition Allowance (1 + Annual Attrition x 0.5) *	1.09945	1.09945	1.09945	
(g) New Budget FTE Staff Required (e) x (f)	45.2	68.0	37.6	
Budget Staffing Number	45	68	38	151

* Modified Assumptions

Workload: Answer emergency and non-emergency calls and Complete outgoing calls and CAD entries to ensure calls are either processed for dispatching or referred to the proper agency.

	South	Central	North
Total Call Volume for this position (TCV), from phone records (Includes E911, non-emergency + 12% for outgoing calls)	1,187,103	1,788,685	988,456
Average Processing Time (in minutes) for this position (APT), from phone records (90 Sec. Pickup-Hang-up + 4 Sec. to complete CAD Entry)	2.5	2.5	2.5
Hourly Processing Capability (HPC) = 60 ÷ B	24	24	24
Workload in hours (W) = A ÷ C	49,462.6	74,528.5	41,185.7

Revised Dispatcher Position Requirements (06/21/2013)

(Does not include Coral Springs or Plantation)

	South	Central	North	Total
(a) Total Number of Dispatch Positions	13	17	13	
(b) Ratio to keep on position staffed 24x7x365	5.85	5.85	5.85	
(c) Staff Required (FTE) (a) x (b)	76.05	99.45	76.05	
(d) Attrition Allowance (1 + Annual Attrition x 0.5) *	1.09945	1.09945	1.09945	
(e) New Budget FTE Staff Required (c) x (d)	83.61	109.34	83.61	276.57

Revised Call Taker and Dispatcher Position Requirements (06/21/2013)

(Does not include Coral Springs or Plantation)

Total Call Takers and Dispatchers Combined	129	177	122	428
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Note: APCO Project Retains model was utilized to determined positions.

EXHIBIT "I"
STAFFING MODEL PER CENTER
Continued

FY 2014 Staffing				
Position Type	Filled Positions Required	Attrition Allowance %	# of Positions with Attrition Allowance	FY14 Workload Assumptions
South Ctr Call Takers	41	9.945%	45	Estimated Call Volume- 1,187,103
Central Ctr Call Takers	62	9.945%	68	Estimated Call Volume-1,788,685
North Ctr Call Takers	34	9.945%	38	Estimated Call Volume-988,456
South Ctr Dispatchers	76	9.945%	84	13 Dispatch Positions
Central Ctr Dispatchers	100	9.945%	109	17 Dispatch Positions
North Ctr Dispatchers	76	9.945%	84	13 Dispatch Positions
Duty Officer	39	9.945%	43	Supervisory ratio of 10:1
Training	9	0%	9	
Quality Assurance	9	0%	9	
EMD Quality Assurance	9	0%	9	
Accreditation	1	0%	1	
Audio Evidence	6	0%	6	
Support	1	0%	1	1 Administrative Specialist
Management	8	0%	8	1 Director, 1 Assistant Director, 3 site managers, 3 assistant site managers
Total Positions	471		514	

OPERATOR's staffing shall comply with the staffing model no later than September 30, 2014.

EXHIBIT "J"
LEASE AGREEMENTS

DISPATCH POSITION CONFIGURATION

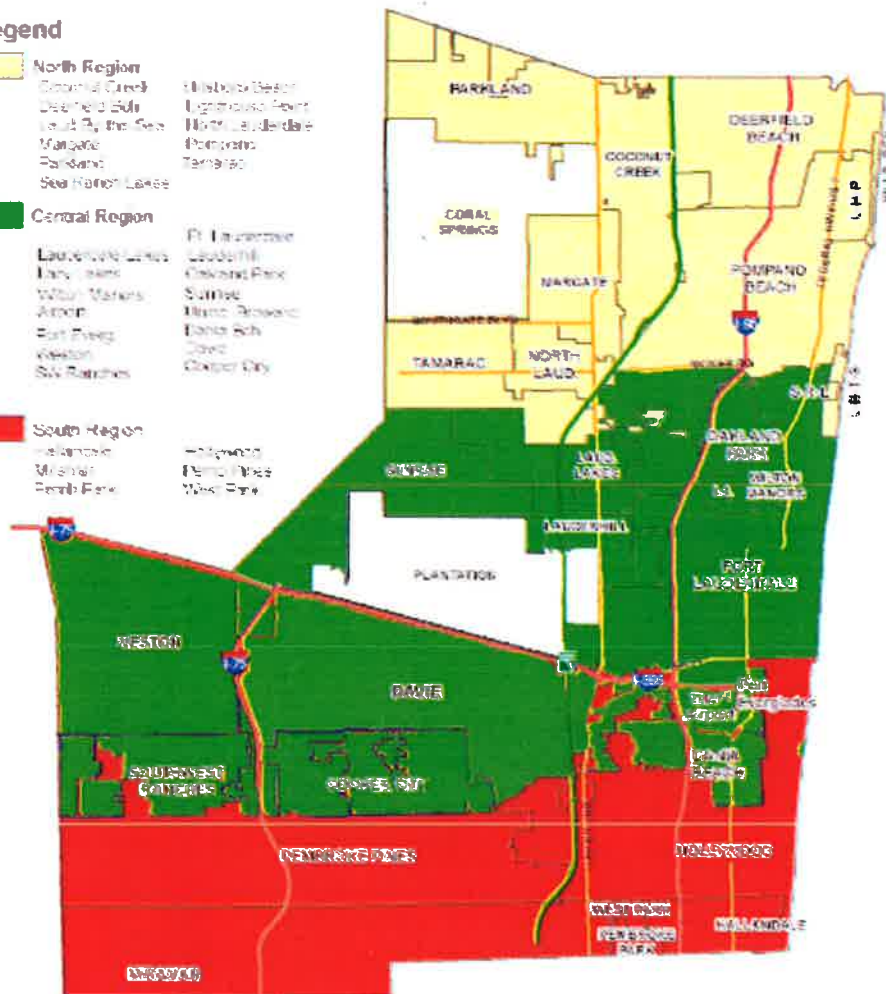


EXHIBIT "K" CONTINUED

Dispatch Positions		
Regional Consolidated PSAP South	Regional Consolidated PSAP Central	Regional Consolidated PSAP North
Law Dispatch Positions <ol style="list-style-type: none"> 1. TAC 2. Pembroke Park, West Park, Hallandale 3. Hollywood 4. Pembroke Pines 5. Miramar 6. DLE HQ 	Law Dispatch Positions <ol style="list-style-type: none"> 1. Davie 2. Weston, SW Ranches, Cooper City 3. Sunrise 4. Fort Lauderdale Area 1, Wilton Manors 5. Fort Lauderdale Area 2, Lazy Lakes, Oakland Park 6. Lauderhill 7. Central Broward, Lauderdale Lakes 8. Fort Lauderdale Area 3, Sea Port, Airport, Dania Beach 9. TAC 	Law Dispatch Positions <ol style="list-style-type: none"> 1. Coconut Creek, Margate 2. Deerfield Beach, Hillsboro Beach 3. Tamarac, North Lauderdale, Parkland 4. Pompano Beach Area 1, Lighthouse Point, Lauderdale By The Sea, Sea Ranch Lakes 5. Pompano Beach Area 2, 6. TAC
Fire/Rescue Dispatch Positions <ol style="list-style-type: none"> 9. Hollywood 10. Pembroke Pines 11. Hallandale, West Park, Pembroke Park, Miramar 12. TAC 13. BC Info 	Fire/Rescue Dispatch Positions <ol style="list-style-type: none"> 9. TAC 10. TAC 11. Davie, Weston, SW Ranches, Cooper City 12. Ft. Lauderdale, Wilton Manors 13. Sunrise, Lauderhill, Oakland Park 14. Sea Port, Airport, Dania Beach, Central Broward, Lauderdale Lakes 	Fire/Rescue Dispatch Positions <ol style="list-style-type: none"> 11. MedCom 12. Deerfield Beach, Hillsboro Beach, Lauderdale by the Sea 13. Coconut Creek, Margate, Tamarac, North Lauderdale 14. TAC 15. Pompano Beach, Lighthouse Point
Teletype Positions <ol style="list-style-type: none"> 15. Teletype 1 16. Teletype 2 17. Teletype 3 	Teletype Positions <ol style="list-style-type: none"> 14. Teletype 1 15. Teletype 2 16. Teletype 3 	Teletype Positions <ol style="list-style-type: none"> 17. Teletype 1 18. Teletype 2 19. Teletype 3

EXHIBIT "L"
New Hire Costs

- I. Criminal Records Check
- II. Background Check
- III. Drug Test
- IV. Medical Examination
- V. Emotional Stability Exam
- VI. Physiological Fitness Exam

EXHIBIT "M"
SOFTWARE AND LICENSING

- I. Emergency Medial Dispatch - (EMD) (EMD Cards sets – 1 set of EMD protocol cards needed for every call taker position, training, and EMD Q Unit)
- II. Open Query
- III. Pro Q&A
- IV. AQUA
- V. ONBASE
- VI. ADORE
- VII. Replay Recording
- VIII. Power DMS
- IX. Telestaff Staffing/Scheduling Software

***Maintenance, repair and system upgrades need to be included.

*Other software and hardware components which are reasonably necessary for OPERATOR to perform this Agreement, as mutually agreed by the County and Operator.

EXHIBIT "N"
CERTIFICATIONS, ACCREDITATIONS AND MEMBERSHIPS

CERTIFICATIONS

NAEMD - Initial Class and Recertification

State Telecommunicator Certification/Exam and Recertification biennial

CPR Certification

ICS 100

ICS 200

ICS 700

ICS 800

APCO Fire

APCO LAW

APCO CTO

Ethics

Crisis Intervention

CTO Recertification

Training Instructor Recertification

ACCREDITATIONS

Communications CALEA

CALEA Training (Including Tri Arc)

EMD ACE Certification (Accredited Center of Excellence)

APCO P33 Training Certification

MEMBERSHIP DUES

APCO Membership

Priority Dispatch Annual Maintenance