

**INTERLOCAL AGREEMENT**

between

**BROWARD COUNTY**

and

**PARTICIPATING COMMUNITIES**

for

**CONSOLIDATED REGIONAL E-911 COMMUNICATIONS  
SYSTEM**

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

PARTICIPATING COMMUNITIES

for

CONSOLIDATED REGIONAL E-911 COMMUNICATIONS  
SYSTEM

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

AND

The municipalities whose names appear in Exhibit "A" attached hereto and made a part hereof, their successors and assigns, hereinafter referred to as "PARTICIPATING COMMUNITY or COMMUNITIES." It is expected that Broward municipalities may elect to execute this Agreement and become a PARTICIPATING COMMUNITY at different times and throughout the term of this Agreement. At such time as a municipality executes this Agreement or subsequently terminates this Agreement, COUNTY is authorized to add or delete the municipality as a PARTICIPATING COMMUNITY to Exhibit "A." Upon adding or deleting a PARTICIPATING COMMUNITY to Exhibit "A," written notice containing the amended Exhibit "A" shall be sent to all parties to this Agreement.

RECITALS

WHEREAS, COUNTY has adopted Ordinance No. 2013- (County Ordinance") establishing a municipal service taxing unit hereinafter referred to as the "E-911 MSTU," providing that under the terms of the County Ordinance, the E-911 MSTU is automatically expanded into the geographic boundaries of a municipality that adopts an ordinance consenting, as required by Section 125.01(1)(q), Florida Statutes to its inclusion within the E-911 MSTU and enters into this Standard Interlocal Agreement; and

WHEREAS, the parties to this Agreement have found that the current system of emergency call processing is inefficient, costly and may result in delays involving the transfer of calls among dispatch centers; and

WHEREAS, the parties to this Agreement will benefit in terms of life safety and efficiency of service from the creation of a Consolidated Regional E-911 Communication System as defined herein; and

WHEREAS, the creation of the Consolidated Regional E-911 Communications System will assist in meeting the countywide goal of closest unit response; and

WHEREAS, the parties to this Agreement have determined that it is in the interest of the public health, safety and welfare of its residents, and those visitors that travel through or spend time within their boundaries, that it participate in the Consolidated Regional E-911 Communications System and include its entire municipal boundaries within the E-911 MSTU in accordance with the provisions of Section 125.01(1)(q), Florida Statutes; and

WHEREAS, the establishment and maintenance of the Consolidated Regional E-911 Communications System will promote the health, safety, and general welfare throughout Broward County and shall provide a real and substantial benefit to the parties to this Agreement and the public in general; and

WHEREAS, COUNTY and PARTICIPATING COMMUNITY desire to delineate their respective rights and obligations in regard to the implementation of the County Ordinance and the City Ordinance,

NOW THEREFORE, in consideration of the mutual covenants and agreements, it is agreed as follows:

#### ARTICLE 1

- 1.1 The above stated "Whereas" clauses are true and correct and are incorporated herein by reference.
- 1.2 This Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, and the Florida Interlocal Cooperation Act of 1969, as amended. Prior to the effectiveness of any provision of this Agreement and subsequent amendments hereto, this Agreement and any such subsequent amendments shall be recorded in the Official Records of Broward County.
- 1.3 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.

- 1.4 The PARTICIPATING COMMUNITY consents to the expansion of the E-911 MSTU into all, but not less than all, of the PARTICIPATING COMMUNITY City Limits, as defined herein. Each PARTICIPATING COMMUNITY by executing this Agreement agrees to: (i) take all actions which may be required by PARTICIPATING COMMUNITY to migrate to the COUNTY's Computer Aided Dispatch System (CAD) communication platform no later than October 1, 2013, or such later date as may be mutually agreed to between COUNTY and a PARTICIPATING COMMUNITY, and; (ii) execute the standard form Regional Interlocal Agreement ("RILA") providing for cooperative participation in a regional public safety intranet prior to October 1, 2013, unless determined unnecessary by COUNTY due to the fact that the PARTICIPATING COMMUNITY participates in the regional public safety intranet through an agreement with the Broward County Sheriff and does not own public safety equipment utilizing the regional public safety intranet. A copy of the RILA is attached hereto as Exhibit "D". The terms, conditions and financial obligations of the parties executing the RILA shall remain separate and distinct from the obligations herein. This Agreement shall be effective as to each PARTICIPATING COMMUNITY, contingent upon the PARTICIPATING COMMUNITY adopting a City Ordinance consenting, as required by Section 125.01(1)(q), Florida Statutes agreeing to its inclusion within the E-911 MSTU for a term that is consistent with this Agreement.

## ARTICLE 2 DEFINITIONS

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

- 2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of the Broward County government by the Charter of Broward County, Florida.
- 2.2 Agreement. The term "Agreement" shall mean this Interlocal Agreement (ILA) between COUNTY and Participating Communities.
- 2.3 Board of County Commissioners. The term "Board of County Commissioners" or "County Commissioners" or "County Commission" shall mean the Board of County Commissioners of Broward County, Florida.
- 2.4 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 and whose names appear in Exhibit "A" to this Agreement, as amended from time to time. .
- 2.5 COUNTY. The term "COUNTY" shall mean, depending upon the context, either (a) the geographical area contained within unincorporated Broward County,

Florida, a political subdivision of the state of Florida, or (b) the government of Broward County, acting through the County Commission or its designee.

- 2.6 Fiscal Year. The term "fiscal year" shall mean October 1 to September 30.
- 2.7 Consolidated Regional E-911 Communications System or System. The term "Consolidated Regional E-911 Communications System" or "System" shall mean the consolidated call-taking, teletype and dispatch functions of Emergency Calls and Non-Emergency Calls, as defined herein, for fire services, emergency medical services and police services. Administrative Calls, as defined herein, shall be answered in the System and shall be transferred to the appropriate PARTICIPATING COMMUNITY to handle as they deem appropriate.
- 2.8 E-911 MSTU. The term "E-911 MSTU" shall mean the municipal service taxing unit created by County Ordinance 2013- .
- 2.9 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.
- 2.10 City Limits. The term "City Limits" shall mean the geographical areas of a PARTICIPATING COMMUNITY as they currently exist or as may be amended during the term of this Interlocal Agreement or any Renewal Term.
- 2.11 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, and dispatching services.
- 2.12 Transition Period. The term "Transition Period" shall mean that period of time beginning May 10, 2013, and continuing through September 30, 2015.
- 2.13 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.
- 2.14 Operator. The term "Operator" shall mean the entity or entities with which the COUNTY enters into a contract to perform services and tasks related to the day-to-day operations of the Consolidated Regional E-911 Communication System, the System's PSAP location(s), and the hiring, training, supervision, discipline of all Operator's personnel.
- 2.15 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,

and dispatching services for the Consolidated Regional E-911 Communications System.

- 2.16 Emergency Call. The term "Emergency Call" shall mean a call that requires a law enforcement and/or fire rescue call for service dispatch received through the 911 phone number or a published law enforcement agency telephone number.
- 2.17 Non-Emergency Call. The term "Non-Emergency Call" shall mean a call received through the 911 phone number or a published law enforcement agency telephone number that does not require an immediate response from law enforcement and/or fire rescue call for service dispatch.
- 2.18 Administrative Call. The term "Administrative Call" shall mean a call received through the 911 phone number or a published law enforcement agency telephone number that is not a Non-Emergency Call and is specific to a participating community and is not part of the Consolidated Regional E-911 Communications System responsibility.
- 2.19 Teletype. The term "Teletype" shall mean queries only. The entries, deletions, updates and/or validations, as required by FDLE, shall remain the responsibility of the Participating Community.
- 2.20 Teletype Query(ies). The term "Teletype Query(ies)" shall mean a query search for information performed by a teletype operator that may utilize the Criminal Justice Network ("CJNET") to access a specific database for law enforcement purposes specific to confirmations and locates. Databases requiring access to perform a Teletype Query may include, but are not limited to, Florida Crime Information Center ("FCIC"), National Crime Information Center ("NCIC") and DAVID.
- 2.21 Regional Interlocal Agreement (RILA). The term "Regional Interlocal Agreement" or "RILA" shall mean the agreement which establishes the terms, conditions, and financial obligations of entities participating in the Broward County Regional Public Safety Intranet.
- 2.22 Operational Expenses. The term "Operational Expenses" shall mean the necessary personnel and operating and capital outlay costs to support the call-taking, teletype (queries only), and dispatch services under the Consolidated Regional E-911 Communication System.
- 2.23 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 shall exclude call-taking and dispatch equipment and other capital items that are purchased by COUNTY pursuant to the provisions of Section 5.03 A of the Charter of Broward County.

ARTICLE 3  
TERM

- 3.1 This commencement date of this Agreement shall be May 10, 2013, as to COUNTY and PARTICIPATING COMMUNITIES executing this Agreement on or before this date, and System services shall begin on October 1, 2013.
- 3.2 Non- Host PSAP Term: The initial term (the "Non-Host PSAP Initial Term") of this Agreement for PARTICIPATING COMMUNITIES who do not have a Host PSAP location within their City Limits shall commence on May 10, 2013, and terminate on September 30, 2014, unless terminated sooner as provided for herein. Unless COUNTY or PARTICIPATING COMMUNITY provides the other with written Notice of its intent not to renew this Agreement, at least 180 days prior to the end of the then current term, this Agreement shall automatically be extended for up to three (3) additional Non-PSAP Renewal Terms, the effective dates shall be October 1, 2014 - September 30, 2016 ("First Non-PSAP Renewal Term"), October 1, 2016 - September 30, 2019 ("Second Non-PSAP Renewal Term"), and October 1, 2019 - September 30, 2022 ("Third Non-PSAP Renewal Term"), unless sooner terminated as provided herein.
- 3.3 Host PSAP Term: The initial term (the "Host PSAP Initial Term") of this Agreement for PARTICIPATING COMMUNITIES who have a Host PSAP location within their City Limits shall commence on May 10, 2013, and terminate on September 30, 2016, unless terminated sooner as provided for in Article 11 herein. Unless COUNTY or PARTICIPATING COMMUNITY provides the other with prior written Notice of its intent not to renew this Agreement, at least 365 days prior to the end of the then current term, this Agreement shall automatically be extended for up to two (2) additional PSAP Renewal Terms, the effective dates shall be October 1, 2016 - September 30, 2019 ("First PSAP Renewal Term"), and October 1, 2019 - September 30, 2022 ("Second PSAP Renewal Term"), unless sooner terminated as provided herein.
- 3.4 In the event that a municipality elects to become a PARTICIPATING COMMUNITY subsequent to May 10, 2013, this Agreement shall commence upon execution of this Agreement by the municipality; however, the municipality shall not receive System services until October 1 of the subsequent Fiscal Year. Such municipality shall be subject to the term of this Agreement that is then in effect on the date of its execution of this Agreement.

ARTICLE 4  
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM

- 4.1 COUNTY shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for COUNTY's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and PARTICIPATING COMMUNITIES. The Consolidated Regional E-911 Communications System

shall be funded as provided for in Article 7 of this Agreement. The Consolidated Regional E-911 Communications System shall be implemented through COUNTY government. COUNTY shall provide for the management, administration, oversight and operations of the Consolidated Regional E-911 Communications System within the boundaries of the E-911 MSTU. The System shall operate subject to the control, internal operating rules and regulations of COUNTY.

- 4.2 It is the desire of COUNTY and PARTICIPATING COMMUNITIES, that the Consolidated Regional E-911 Communications System consist of geographically dispersed Host PSAP locations; however, the number of Host PSAP locations shall depend on the level of participation by the PARTICIPATING COMMUNITIES. COUNTY shall diligently pursue good faith negotiations with prospective Host PSAP PARTICIPATING COMMUNITIES to enter into the necessary agreements, including lease agreements or otherwise obtain the right to use PSAP facility(ies) to provide a location(s) for the delivery of Consolidated Regional E-911 Communications System services. The selection by COUNTY of PSAP locations and facility(ies) shall consider, at a minimum, the following factors: geographic location within Broward County, high level of security for both human issues and climatic events, modern and secure technological infrastructure for data and communication systems, and ability to house the necessary personnel.
- 4.3 COUNTY shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The operation and efficiency performance criteria for the System shall be as set forth on Exhibit "C" (the "Standards"); provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP. COUNTY shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. COUNTY shall review monthly performance management reports of the Operator of the System as a method to monitor the Operator's compliance with the Standards. COUNTY shall distribute the monthly performance management reports to the PARTICIPATING COMMUNITIES.
- 4.4 COUNTY shall diligently pursue good faith negotiations prior to October 1, 2013, to enter into a definitive agreement with an Operator who shall be responsible for performing services and tasks related to day-to-day operations of the Consolidated Regional E-911 Communications System, the System's PSAP locations, and the hiring, training, supervision, and discipline of all Operator's personnel. The agreement with the Operator shall establish benchmarks that must be met by the Operator and address the time at which the benchmarks shall be fully achieved. The agreement shall authorize COUNTY to monitor the Operator's performance and provide a process to address any Operator failure to meet the contract requirements.



- 4.5 COUNTY shall create operational committees in consultation with the PARTICIPATING COMMUNITIES and Operator, through which public safety and communications professionals of the PARTICIPATING COMMUNITIES shall have input into the standards, protocols and procedures that impact the System.

ARTICLE 5

E-911 MSTU EXEMPT FROM CRA TAX PAYMENTS TO COMMUNITY  
REDEVELOPMENT AGENCIES

- 5.1 The parties acknowledge and agree that Consolidated Regional E-911 Communications System has been established to perform vital public health, safety and welfare functions and serves a significant governmental public purpose and as a matter of public policy, the parties agree that E-911 MSTU should not be required to make ad valorem payments to a Community Redevelopment Agency or into the Redevelopment Trust Fund which is governed by or subject to the control of a PARTICIPATING COMMUNITY. The PARTICIPATING COMMUNITY, in the event that it contains a Community Redevelopment Agency within its City Limits, acknowledges and agrees that its execution of this Interlocal Agreement includes execution in its capacity as the governing board of the Community Redevelopment Agency and hereby agrees to exempt the E-911 MSTU ad valorem tax levy from the payment of ad valorem taxes to the Community Redevelopment Agency or into the Redevelopment Trust Fund and further agrees, should there be additional requirements to legally bind the Community Redevelopment Agency to this exemption, the PARTICIPATING COMMUNITY shall immediately take all necessary actions to exempt the E-911 MSTU ad valorem tax levy from the payment of ad valorem taxes into the Redevelopment trust fund. In the event that a PARTICIPATING COMMUNITY contains a Community Redevelopment Agency within its City Limits, that is comprised of members other than the members of the PARTICIPATING COMMUNITY's governing board, the PARTICIPATING COMMUNITY agrees to immediately take any and all necessary actions to cause the Community Redevelopment Agency to agree to exempt the E-911 MSTU ad valorem tax levy from the payment of ad valorem taxes into the Redevelopment Trust Fund.
- 5.2 If, for any reason, a PARTICIPATING COMMUNITY is unable to exempt the E-911 MSTU from making a required ad valorem payment to a Community Redevelopment Agency which has been created by a PARTICIPATING COMMUNITY, such PARTICIPATING COMMUNITY agrees that it shall be required to pay COUNTY, to be used for System expenses, a payment in lieu, equal to the amount of the required E-911 MSTU payment.

ARTICLE 6  
TRANSITION PERIOD

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

6.1.1 COUNTY shall endeavor to include language in its contract with the Operator that the Operator shall accept the transfer of civilian employees who performed call-taking, teletype (queries only), and dispatch PSAP functions as their primary job responsibility ("PSAP Employees") for any PARTICIPATING COMMUNITY that was operating its own PSAP prior to May 10, 2013, and that enters into this Agreement by May 10, 2013 ("PSAP Employees"), and who meet the qualification standards, subject to the conditions set forth below:

- A. PSAP Employees that meet qualification standards established by law, at the time of transfer, will be hired by the Operator.
- B. The Operator shall work with the necessary unions on the consolidation efforts and it is the intent of this Agreement that the Operator shall address issues of seniority, pension obligations, and sick and vacation time in the hiring of PSAP Employees. Following employment by Operator, the 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.
- C. Criteria which may render a PSAP Employee ineligible for employment by the Operator include but are not limited to, the following:
  - (i) Conviction of a felony or other significant information found on a criminal records check;
  - (ii) Inability to pass a pre-employment screening including, but not limited to, a background check, drug test, and a psychological profile;
  - (iii) The PSAP Employee has previously been determined "not eligible for re-hire" as an Operator's employee;

(iv) Education level is not equivalent to a high school diploma or higher.

6.1.2 COUNTY, in conjunction with the PARTICIPATING COMMUNITIES and the Operator, shall use diligent efforts to develop an employee transition plan prior to October 1, 2013, which shall include implementation details, performance benchmarks and the schedule for consolidation.

6.1.3 COUNTY, beginning May 11, 2013, shall schedule meetings with each individual PARTICIPATING COMMUNITY to develop a transition plan, approved by the individual PARTICIPATING COMMUNITY and COUNTY, relating to each individual PARTICIPATING COMMUNITY's transition to a Hosted PSAP. The transition plan shall also contain an assessment of the PARTICIPATING COMMUNITY's current performance standards, organizational structure, staffing levels, equipment requirements, standard processes, protocols, and operating costs. Each PARTICIPATING COMMUNITY, that operates a PSAP on May 10, 2013, shall provide to COUNTY no later than July 1, 2013, its historical performance indicator data. For a municipality that elects to become a PARTICIPATING COMMUNITY subsequent to May 10, 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.

## ARTICLE 7 FUNDING

7.1 COUNTY shall create a separate E-911 MSTU fund for the budgeting of receipts and expenses related to the System ("E-911 MSTU Fund"). The E-911 MSTU fund shall annually receive that portion of the fees distributed to COUNTY from the Emergency Communications Number E-911 System Fund pursuant to Florida Statutes that are allocated to call-takers' salaries. PARTICIPATING COMMUNITIES shall no longer receive distributions of E-911 fees received by COUNTY from the Emergency Number E-911 System Fund as those funds shall be deposited into the E-911 MSTU Fund. The remaining annual funding of the System shall be shared between COUNTY and the PARTICIPATING COMMUNITIES. COUNTY shall provide annual funding equal to sixty percent (60%) of the annual operating costs of the Consolidated Regional E-911 Communications System through its legally available funds. The PARTICIPATING COMMUNITIES shall provide annual funding for the Consolidated Regional E-911 Communications System equal to forty percent (40%) of the annual operating costs of the System through the levy and collection of ad valorem taxes by the E-911 MSTU.

- 7.2 In addition to the funding set forth above, COUNTY shall provide additional funding from COUNTY allocated to Port Everglades and the Fort Lauderdale-Hollywood International Airport to pay the System's cost to provide Consolidated Regional E-911 Communications services to Port Everglades and the Fort Lauderdale-Hollywood International Airport.
- 7.3 Excluding Fiscal Year 2014, in the event the E-911 MSTU has failed to collect sufficient revenues in any Fiscal Year to pay for forty percent (40%) of the System's annual operating costs, COUNTY agrees to loan the E-911 MSTU Fund, from legally available funds, such amounts as may be necessary to pay for the revenue shortfall ("Shortfall Amount"). The Shortfall Amount shall be included in the following Fiscal Year's E-911 MSTU budget as a COUNTY debt and the total budget for the Fiscal Year shall include sufficient funds to meet all of the projected E-911 MSTU financial obligations and such additional amount as is necessary to repay the COUNTY in full the Shortfall Amount. In the event the E-911 MSTU Fund has a revenue surplus in any Fiscal Year, such surplus shall be retained by the E-911 MSTU, and such amount shall be included as part of the following Fiscal Year's budget and shall be a factor considered during the budget and millage calculations.

## ARTICLE 8 BUDGET

- 8.1 For the first year of this Agreement, COUNTY shall prepare a budget for the E-911 MSTU for Fiscal Year 2014 based on COUNTY's projections for the costs of the implementation and operation of the System. It is the understanding of the parties to this Agreement that the E-911 MSTU millage rate for Fiscal Year 2014 shall not exceed .17 mills. In the event that additional funds are required during Fiscal Year 2014 to operate the System, COUNTY agrees to be responsible for any costs which exceed the E-911 MSTU ad valorem revenues collected.
- 8.2 On or before May 1 of each subsequent year, COUNTY shall prepare a tentative budget based on the PARTICIPATING COMMUNITIES for the following Fiscal Year. The budget shall at a minimum, include all proposed revenues for the following Fiscal Year and the source, and the amount of E-911 MSTU ad valorem taxes necessary to fund the budget and proposed appropriations. A copy of the tentative budget shall be furnished to each PARTICIPATING COMMUNITY for review and each PARTICIPATING COMMUNITY may, in its discretion, provide input to the COUNTY for its consideration no later than June 1 for the following Fiscal Year. The E-911 MSTU budget shall be included in the County Administrator's Recommended Budget, which must be transmitted to the Board of County Commissioners by July 15. COUNTY shall certify to the Property Appraiser's Office the recommended MSTU millage rate by the date established by law for inclusion on the Notice of Proposed Property Taxes (TRIM Notice).

The E-911 MSTU millage rate shall be adopted by the Board of County Commissioners.

ARTICLE 9  
RELATIONSHIPS OF THE PARTIES

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

ARTICLE 10  
INDEMNIFICATION

To the maximum extent permitted by law, COUNTY and each PARTICIPATING COMMUNITY shall indemnify, defend and hold harmless the other, their officers, employees and agents from and against any liability, claims, demands, actions, costs, expenses, losses of damages whatsoever, including the intentional or negligent acts of each arising out of the performance of the obligations under this Agreement of COUNTY and each PARTICIPATING COMMUNITY, except the same shall not include punitive damages or prejudgment interest.

ARTICLE 11  
DEFAULT AND TERMINATION

In the event there should occur any material breach in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty (30) days, except for a monetary breach which shall be remedied within fifteen (15) days, after receipt of notice from the non-breaching party specifying such breach, the non-breaching party may, if such breach is continuing, terminate this Agreement upon thirty (30) days' notice to the party in breach; provided however, in the event of a non-monetary material breach that is not susceptible to cure within such thirty (30) day period, the party in breach shall have such additional time as reasonably necessary to complete such cure as long as the party in breach has commenced such cure within such 30 day period and diligently pursues such cure to completion. In the event that the party in breach has not remedied its breach, the non-breaching party(ies) shall have the right to seek monetary damages which shall include any additional incremental costs incurred by the System as a result of the actions of the breaching party.

In the event that a PARTICIPATING COMMUNITY which contains a Host PSAP shall exercise its right to terminate this Agreement pursuant to the provisions set forth above, the PARTICIPATING COMMUNITY agrees, that notwithstanding termination, the Host

PSAP shall continue to function as a Host PSAP for the System until the completion of the then current Fiscal Year.

ARTICLE 12  
NO WAIVER OF PRIOR CLAIMS

12.1 COUNTY and PARTICIPATING COMMUNITIES agree and acknowledge that this Agreement shall be without prejudice and shall not operate or be construed as a waiver or release of any claim or cause of action any party may have against the other relating to the funding of E-911 communications and dispatch services that existed or arose prior to the date of this Agreement. The preceding sentence shall not apply to COUNTY and any PARTICIPATING COMMUNITY that has entered into a settlement agreement that relates in any manner to the funding of E-911 emergency communications and dispatch services ("Settlement Agreement") as the terms of the Settlement Agreement shall prevail.

ARTICLE 13  
MISCELLANEOUS

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

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

13.3 NOTICES. All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, and in any case shall be addressed as provided in Exhibit "B," which is attached hereto and made a part hereof. Changes in the respective addresses of PARTICIPATING COMMUNITIES provided in Exhibit "B" and of COUNTY provided on the signature page may be made by either party by giving notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

13.4 INCORPORATION OF AGREEMENTS. This document supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein, except as otherwise provided in Section 12.1 of this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be

effective unless contained in a written document executed by the PARTICIPATING COMMUNITY.

- 13.5 ADDITIONAL PARTICIPATING COMMUNITIES. Any time throughout the term(s) of this Agreement, any municipal corporation existing under the laws of the state and located in COUNTY which is not already a PARTICIPATING COMMUNITY may become a PARTICIPATING COMMUNITY by agreeing to all of the terms and conditions of this Agreement.
- 13.6 SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.
- 13.7 REPRESENTATIONS AND WARRANTIES. Each of the PARTICIPATING COMMUNITIES and COUNTY hereby represents and warrants as to itself as follows:
- (a) It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;
  - (b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally).
- 13.8 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.
- 13.9 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be

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

- 13.10 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.
- 13.11 FORCE MAJEURE. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed.

[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and each PARTICIPATING COMMUNITY, signing by and through officers duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

By \_\_\_\_\_  
Noel M. Pfeffer (Date)  
Deputy County Attorney

PARTICIPATING COMMUNITY

WITNESS:

\_\_\_\_\_  
Name of Participating Community

\_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

By \_\_\_\_\_  
City Manager

\_\_\_\_\_

City Clerk

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(CORPORATE SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

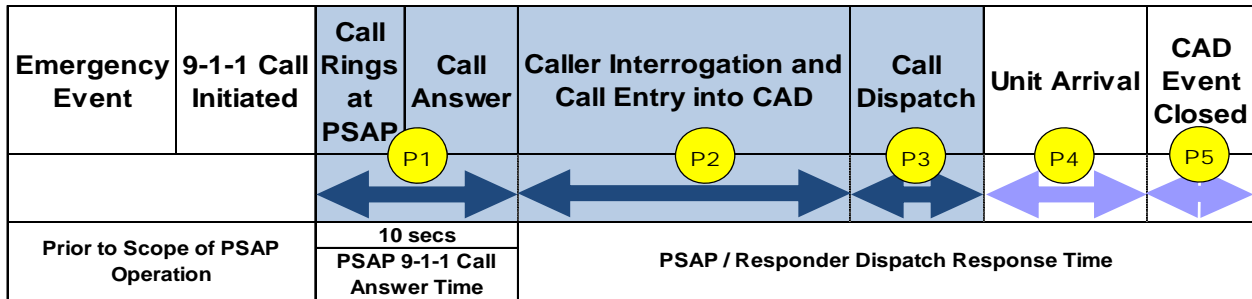
NMP:slw  
4/18/13  
E-911Interlocal.doc  
13-025.05

**EXHIBIT A**  
**NAMES OF PARTICIPATING COMMUNITIES**

**EXHIBIT B**  
**NOTICES FOR PARTICIPATING COMMUNITIES**

## Exhibit C Performance Standards

The performance 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). As illustrated in the diagram below, operational performance indicators P1, P2, and P3 will be measured, reported and benchmarked against industry best practice standards. Necessary efficiency 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.

### Transition Period

The transition period begins May 10, 2013, and continues through September 30, 2015. As part of the transition period, the County will assess the current performance standards of each Participating Community to include the following:

- 9-1-1 Call Answer Time (P1)
- Time from Call Answered to Call Entered in CAD (and forwarded to Dispatcher) (P2)
- Time from CAD Entry until a Unit is Dispatched (P3)

During the transition period, the County shall endeavor to provide each Participating Community the same or better level of performance than the Participating Community was receiving prior to May 10, 2013 based on a performance assessment.

For a municipality that elects to become a PARTICIPATING COMMUNITY subsequent to May 10, 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.

If a performance standard is out of compliance for 3 consecutive months, the County, Operator and Participating Communities will work collaboratively to develop an action plan to bring any measure back into compliance. Performance standards shall be evaluated monthly by the County using data from the previous month.

The following measures will be utilized to track the cost performance of the regional system during transition phase:

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

### **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). The County, Operator and Participating Communities will collaborate to determine the appropriate measures to be used to evaluate the System and establish annual performance targets to ensure incremental progress is being achieved.

If a performance standard is out of compliance 3 consecutive months, the County, Operator and Participating Communities will work collaboratively to develop an action plan to bring any measure back into compliance. Performance standards shall be evaluated monthly using data from the previous month.

The post-transition performance standards are long-term goals. Efficiency and operational measures may include the following:

#### **Efficiency Measurements:**

- Operational Cost per call for the 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) shall be answered within ten (10) seconds during the busy hour (P1)

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

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

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

- Ninety-five percent (95%) of alarms received on emergency lines shall be answered within 15 seconds (P1)
- Ninety-nine percent (99%) of alarms shall be answered within 40 seconds (P1)

**First Call Process Time Standard:**

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

- Calls requiring emergency medical dispatch questioning and pre-arrival instructions
- Calls requiring language translation
- Calls requiring the use of a TTY/TDD device or audio/video relay services
- Calls of criminal activity that require information vital to emergency responder safety prior to dispatching units
- Hazardous material incidents
- Technical rescue
- With the exception of the above six call types, 80% of emergency alarm call processing shall be completed within 60 seconds, and 95% of alarm processing shall be completed within 106 seconds (P2 and P3)
- Where alarms are transferred from the primary public safety answering point (PSAP) to a primary and secondary answering point, the transfer procedure shall not exceed 30 seconds for 95% of all alarms processed\* (P2)

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

**Law Enforcement Call Process Time Standard:**

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

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

\*\*Priority assignments based on current proposed standard

**Emergency Medical Dispatch Standard:**

- 95% case entry compliance rate
- 90% total compliance rate (case entry, chief complaint, key questions, and post-dispatch/pre-arrival instructions)
- 1% of all cases receive quality assurance case review\*

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

For a municipality that elects to become a PARTICIPATING COMMUNITY subsequent to May 10, 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.