

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and operates the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary to the operation of public safety answering points ("PSAPs").

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement, effective October 1, 2018, to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

D. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, and the demarcation points for the updated fire station alerting system.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.

2. Except as modified herein, all terms and conditions of the Participation Agreement remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.

3. Section 2.12 of the Participation Agreement is amended as follows:

2.12 Non-Emergency Call. The term "Non-Emergency Call" shall mean a call ~~received in a Host PSAP~~ that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

4. Section 2.16 of the Participation Agreement is amended as follows:

2.16 Participating Communities. The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the County, that enter into ~~this Standard an~~ aAgreement with County for ~~p~~Participation in the Consolidated Regional E-911 Communications System in substantially the form of this Agreement, as amended.

5. Section 4.3 of the Agreement is amended in relevant part as follows:

... Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with Operator to authorize the use of the Participating Community's FDLE router. To the extent requested by Operator or the County to comply with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, each Participating Community will cooperate and enter into an agency user or other agreement(s), and ensure that its employees and vendors with access to criminal justice information or systems cooperate with Operator, execute security addendums or other agreements, and routinely provide updated security and employee information, as required for CJIS compliance.

6. Section 4.4 of the Agreement is amended in relevant part as follows:

4.4 As set forth in the agreement between County and Operator, which includes an engagement process for the participation of public safety organizations within Broward County, 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 (the "Standards") shall be as set forth ~~on Exhibit "B" (the "Standards"); provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP~~ in the agreement

between County and Operator. County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

7. The Parties have each executed the Regional Interlocal Agreement (“RILA”) attached as Exhibit A to the Participation Agreement. The Parties agree the following provisions of the RILA as hereby amended as follows:

A) Section 2.19 of the RILA is amended as follows:

2.19 City 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 City by County. City agrees to comply with any enforcement actions required by these policies and procedures, **including for Subscriber Maintenance and to prevent** misuse or abuse of the RPSI Trunked Radio System.

B) Section 3.2 of the RILA is amended as follows:

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 City, unless terminated pursuant to Article 4; **notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement pursuant its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement.**

C) Exhibit B of the RILA is amended to replace the diagram titled “Broward County – ILA Radio Network Fire Station Alerting System DMARC” with the diagram of the same title attached hereto.

D) Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.

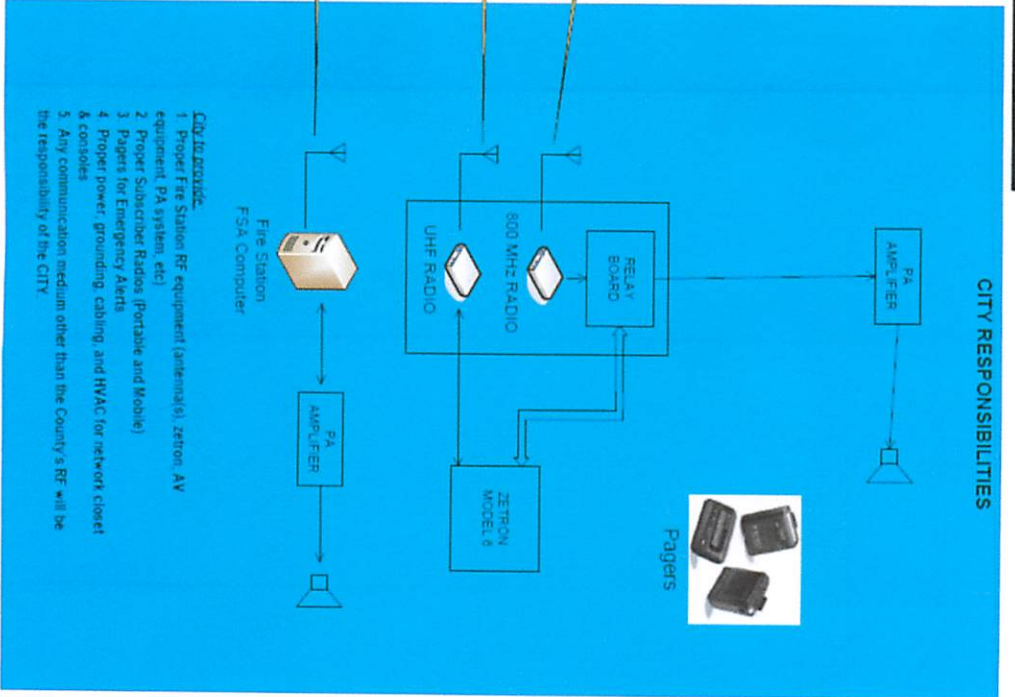
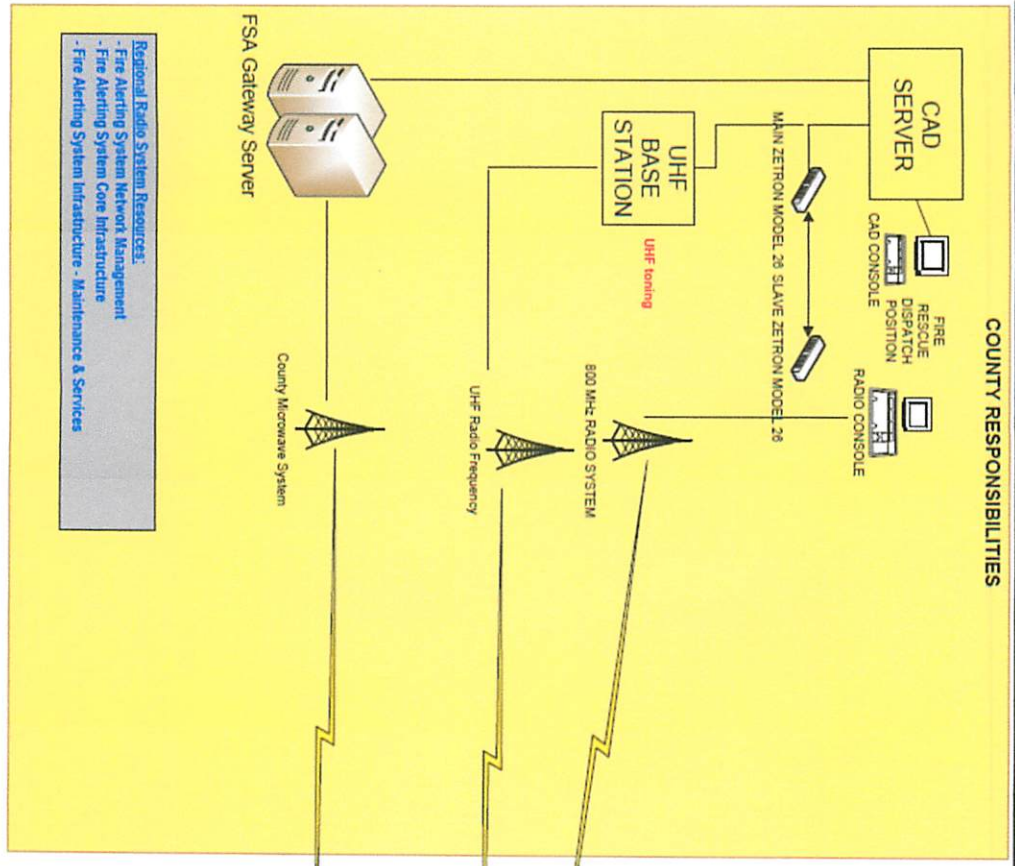
8. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.

9. The effective date of this First Amendment shall be the date of complete execution by both County and Municipality.

10. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

Broward County – ILA Radio Network
Fire Station Alerting System DMARC
 RPSI – Fire Station Alerting System
 Logical Network Design Overview Broward County Radio System
 Broward County/City Responsibilities



IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ___ day of ____, 2018, and MUNICIPALITY, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

___ day of _____, 2018

(Signature)

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

(Print Name of Witness)

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

RDH
8/23/2018
First Amendment Participation Agreement
#232020.1

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MUNICIPALITY

ATTEST:

CITY OF _____

CITY CLERK

By: _____
CITY MAYOR

Print Name

____ day of _____, 20__

I HEREBY CERTIFY that I have approved
this First Amendment as to form and legal
sufficiency subject to execution by the Parties:

City Attorney