

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND SHERIFF OF BROWARD COUNTY FOR THE OPERATION OF CALL-TAKING, TELETYPE (QUERIES ONLY) AND DISPATCH SERVICES FOR THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

This First Amendment to the Agreement between Broward County and Sheriff of Broward County for the Operation of Call-Taking, Teletype (Queries Only) and Dispatch Services for the Consolidated Regional E-911 Communications System (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and the Sheriff of Broward County, a constitutional officer of Broward County ("BSO") (County and BSO are collectively referred to as the "Parties").

RECITALS

A. County and BSO entered the original Agreement between Broward County and Sheriff of Broward County for the Operation of Call-Taking, Teletype (Queries Only) and Dispatch Services for the Consolidated Regional E-911 Communications System, dated September 30, 2013, which facilitated the consolidation of the regional communications system with a single operator and three public safety answering points for the participating communities.

B. The initial five-year term of the Agreement ends on September 30, 2018. The Agreement provides for automatic renewal for an additional five-year period unless either party provides written notice of its intent not to renew. On September 13, 2017, BSO provided County with timely notice of intent not to renew the Agreement.

C. County and BSO are still negotiating an amended and restated agreement to govern the operation of the regional E-911 communications system for a new five-year period, but expect they will be unable to complete such negotiations prior to September 30, 2018.

D. County and BSO desire to extend the duration of the existing Agreement to allow additional time to conclude these negotiations or to allow for a smooth transition of System Services to County or a third-party. This amendment will extend the terms and conditions of the current Agreement for up to two (2) three-month periods to allow time for the amended and restated agreement to be finalized or for implementation of alternate solution.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties 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 Agreement.
2. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect.

3. Notwithstanding the term and extension provisions stated in Section 3.1 of the Agreement, the Agreement is extended for an additional three (3) month period from October 1, 2018, through December 31, 2018 ("Extension Period"), on the same terms and conditions as the existing Agreement except as expressly modified herein. If approved in writing by both the County Administrator and the Sheriff prior to December 31, 2018, the Agreement may be extended for an additional three (3) month period from January 1, 2019, through March 31, 2019, and, if so approved, such additional time shall be included in the term "Extension Period" as used herein.
4. Consistent with Section 4.1 of the Agreement, BSO shall continue to provide System Services throughout the Extension Period in accordance with the scope of services and terms and conditions in the Agreement.
5. On the first day of each month during the Extension Period, County shall pay Operator the monthly amount for System Services in accordance with the final budget approved by the Broward County Board of County Commissioners ("Monthly Amount"). The final approved budget for System Services shall include two additional non-sworn positions for compliance with Criminal Justice Information System ("CJIS") requirements (an Administrative Support Specialist and a CJIS Compliance Manager) at the agreed upon rates, as well as purchase of additional software (including implementation and support).
6. Within twenty (20) days after the conclusion of each calendar month during the Extension Period, Operator shall provide County with a detailed report, on a form approved by the Parties, itemizing the actual expenditures for System Services for the prior month, including detailing any vacant positions during that time period. No later than thirty (30) days after the end of each quarter, County and Operator shall jointly prepare a reconciliation report reflecting the actual expenditures of Operator for System Services as compared to the compensation paid to Operator during that time period. Within thirty (30) days of the Parties' agreement on the final reconciliation report for the Extension Period, any net underpayment amount reflected in the final reconciliation report shall be paid by County to Operator, and any net overpayment amount reflected in the final reconciliation report shall be refunded by Operator to County or deducted from compensation due Operator for System Services for time periods after the Extension Period, as elected by County.
7. For the duration of the Extension Period, the Parties shall cooperate to ensure the regional E-911 communications system and System Services comply with current requirements of the Criminal Justice Information System (CJIS) as established by the Federal Bureau of Investigation and the Florida Department of Law Enforcement, including as stated in the Parties' Management Control Agreement, executed February 26, 2013.

*(Remainder of this page is intentionally blank.)*

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 \_\_\_\_ day of \_\_\_\_\_, 2018, and BROWARD SHERIFF’S OFFICE, signing by and through its Sheriff, Scott Israel, duly authorized to execute same.

**BROWARD 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 \_\_\_\_\_, 2018

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

By \_\_\_\_\_  
René D. Harrod (Date)  
Deputy County Attorney

RDH  
2018-09-07 First Amendment Operator Agreement  
9/07/2018

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Operator

WITNESSES:

Sheriff of Broward County

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Sheriff Scott Israel

\_\_\_\_\_  
Print Name of Witness above

Title: Sheriff

\_\_\_\_\_  
Signature

\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Print Name of Witness above

Approved as to form & legal sufficiency  
subject to the execution by the parties

By: \_\_\_\_\_  
Ronald M. Gunzburger,  
General Counsel / Executive Director  
Broward Sheriff's Office

Date: \_\_\_\_\_