



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

This First Amendment ("First Amendment") to the Regional Interlocal Agreement between Broward County and Broward Sheriff's Office Providing for Cooperative Participation in a Regional Public Safety Intranet ("BSO RILA") is entered into by and between Broward County ("County"), a political subdivision of the State of Florida, and the Broward County Sheriff ("BSO"), a constitutional officer of Broward County, Florida (collectively, County and BSO are referenced as the "Parties").

RECITALS

A. This First Amendment amends the BSO RILA entered into by and between County and BSO, dated February 26, 2013, relating to cooperation and allocation of responsibilities and obligations for the regional public safety intranet.

B. The Parties desire to amend the BSO RILA to update certain provisions to address updated technology and the appropriate allocation of responsibilities and obligations.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are 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 BSO RILA. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions, unless otherwise indicated. Except as modified herein, all terms and conditions of the BSO RILA remain in full force and effect.

2. All references in the BSO RILA to the "Office of Communications and Technology" are amended to refer to the "Office of Regional Communications and Technology," and all references to "OCT" are amended to refer to "ORCAT."

3. Sections 2.19, 2.20, and 2.21 of the BSO RILA are amended and replaced in their entirety with the following (bold/underlining omitted):

2.19 BSO shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to BSO by County, including complying with any enforcement actions required by these policies and procedures for prevention of misuse or abuse of the RPSI Trunked Radio System.

2.20 BSO shall be responsible for programming of BSO's subscriber units consistent with the County-authorized Regional Fleetmaps/Templates.

2.21 Users of the Trunked Radio System shall be limited to public safety users only.

4. Sections 2.23 and 2.24 of the BSO RILA are amended and replaced in their entirety with the following (bold/underlining omitted):

2.23 BSO is solely 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 County-authorized (authorization must be in writing) third party to provide maintenance of BSO subscribers provided such third party is manufacturer-certified or otherwise authorized by the manufacturer to perform maintenance, or BSO may contract with County for a fee for a combination of the aforementioned services or for all of the above services, subject to execution of a maintenance agreement between BSO and County.

2.24 BSO is solely responsible for the programming of all BSO subscriber radios and control stations for operation on the County’s Trunked Radio System. BSO will provide County with Motorola radio programming child keys for County to program according to the Regional Fleetmap and the Regional Domestic Security Task Force (RDSTF) Region 7 assigned P25 radio identification numbers, or as otherwise agreed upon by BSO and County in writing.

5. Exhibit B of the BSO 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.

6. Exhibit B, Attachment 1A, “Regional Public Safety Intranet Demarcation Points, Regional Dispatch Centers,” is amended in relevant part as follows:

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
Trunked Radio System	GOLD ELITE CONSOLE(S) <u>Primary Radio Dispatch Console(s) and County Provided Backup Console(s)</u>	Infrastructure and software up to and including the COUNTY-owned Gold Elite/P25 IP based Radio <u>Dispatch Console(s)</u> located in the Regional Dispatch Center <u>and County provided backup Console(s)</u> .	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	Maintain BSO owned radio equipment in accordance to BSO HMS User

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
		HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.	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, with a maximum of 200 recorded resources . 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, and fire station alerting equipment located in BSO fire stations that are assigned to County regional services, as approved by County and BSO in writing . 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 any BSO fire stations (other than fire station alerting equipment located in BSO fire stations that are assigned to County regional services, as approved by County and BSO in writing) . 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 Announcement (PA) system and speakers: and Any BSO LAN requirements.

* * *

7. Exhibit B, Attachment 1B, "Regional Public Safety Intranet Demarcation Points, Non-Regional Dispatch Centers," is amended in relevant part as follows:

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
Trunked Radio System	Gold Elite Console(s) <u>County Owned Radio Dispatch Console(s)</u>	Infrastructure and software up to and including the COUNTY-owned Gold Elite/P25 IP based Radio Console(s) located in the Non-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 Or BSO 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.

* * *

8. Exhibit B, Attachment 1D, "Regional Public Safety Intranet Demarcation Points, Mobile Data – Law Enforcement," is amended in relevant part as follows:

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure up to the COUNTY owned Gold Elite/P25 IP Console(s) located in the Regional and/or Non-Regional Dispatch Center.	All mobile and portable radio subscriber units including any software required to operate on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.

* * *

9. Exhibit B, Attachment 1E, "Regional Public Safety Intranet Demarcation Points, Mobile Data – Fire Rescue Frontline Vehicles," is amended in relevant part as follows:

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure up to the COUNTY-owned Gold Elite/P25 IP Console(s) located in the Regional and/or Non-Regional Dispatch Center.	All mobile and portable radio subscriber units including any software required to operate on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.

* * *

10. Exhibit G is deleted from the BSO RILA, and all references to Exhibit G are amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.
11. Exhibit H to the BSO RILA is amended and replaced in its entirety with Exhibit H hereto (bold/underlining omitted).
12. Effective Date. The effective date of this First Amendment shall be the date of complete execution by the Parties.
13. Counterparts. 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 intentionally blank.)

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 _____, 2019, and the Broward County Sheriff, Scott G. Tony, 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 _____, 2019

(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
02/09/2019
2019-02-09 First Amendment BSO RILA
#345597.9

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SHERIFF OF BROWARD COUNTY

By: _____
SCOTT G. TONY, As Sheriff of Broward County

Date: _____

Witnessed: _____

Witnessed: _____

Approved as to form and legal sufficiency:

By: _____
Ronald M. Gunzburger, General Counsel
Office of the General Counsel

Date: _____

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/BSO Responsibilities

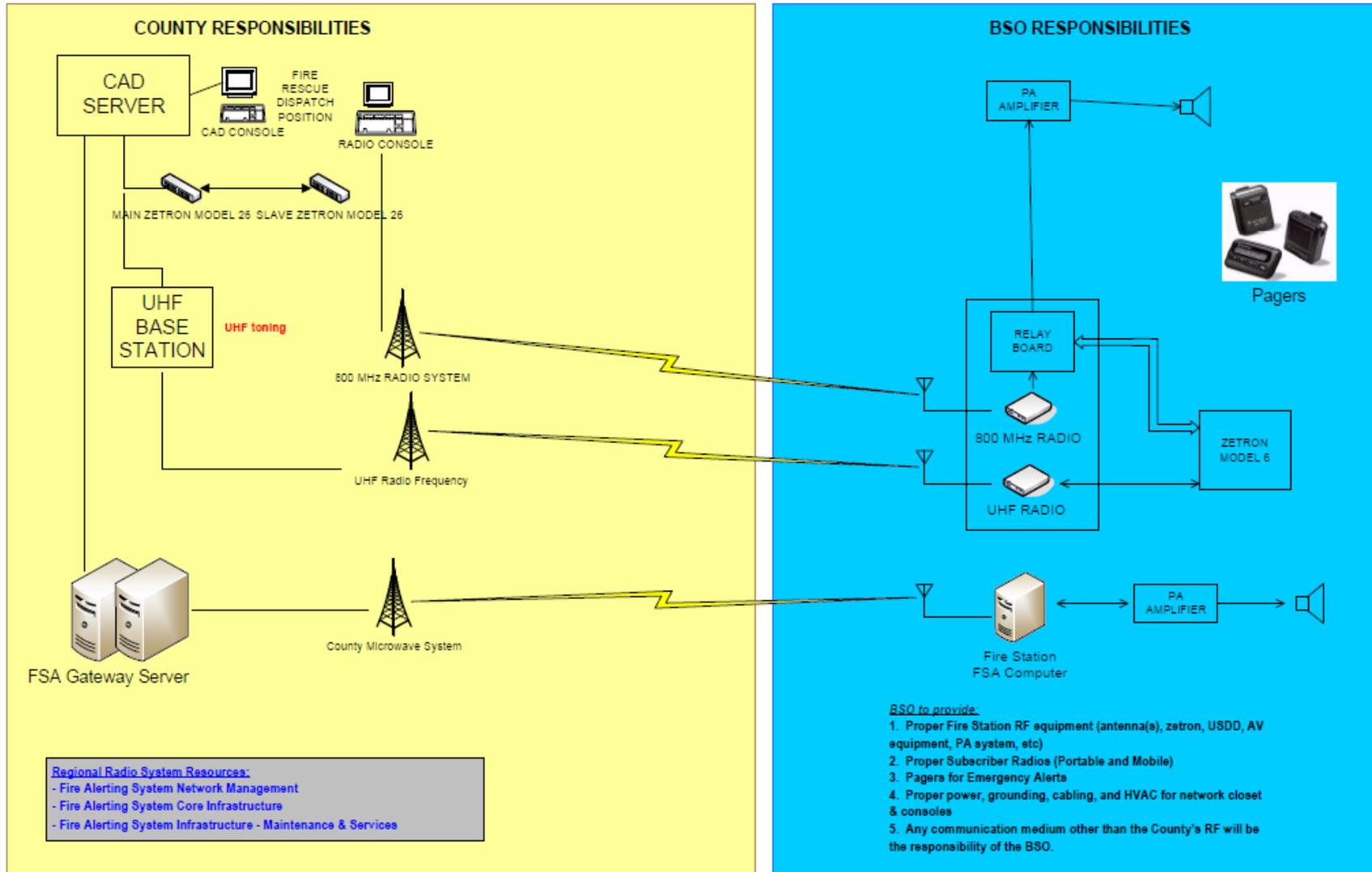


EXHIBIT H

BSO Responsibility: BSO provides the following services to BSO Departments of Law Enforcement (DLE), Detention (DOD), & Fire Rescue (FR):

1. Purchase and order radios and accessories per the standards set forth by County, with the following exceptions: 1) Radios for BSO Public Safety Subscribers that are assigned to County regional services; and 2) the initial purchase of accessories for BSO Public Safety Subscribers that are assigned to County regional services.
2. Maintain radio inventory and lifecycle of radios to be consistent with County radio technology and provide quarterly reports of radio inventory and radio subscribers. Radio inventory must include radio alias and serial number, and shall be provided on a monthly basis.
3. Maintain battery inventory and proper battery maintenance to include deep discharge, reconditioning, and re-charge procedures, per the manufacturer's specifications.
4. All radio repairs and maintenance, per the manufacturer's specifications.
5. Maintain the fleetmaps/templates for all BSO radio users, consistent with Regional fleetmaps/templates as authorized by County, and provide an electronic copy, in Microsoft Excel or other agreed upon format, to County.
6. Responsible for defining user selectable code plug parameters and providing those parameters, in an electronic copy, in Microsoft Excel or other agreed upon format, to County.
7. Follow the established project schedule and timeline developed by the County for the completion of any BSO radio programming requirements.
8. Follow radio programming guidelines per County approved standard and maintain radio programming for all BSO Radio users.
9. BSO will be responsible for the costs of all County labor, parts, and materials associated with any radio installation/repair/maintenance support provided by County. County labor rates and all other installation/repair/maintenance costs will be provided in an invoice submitted to BSO on a regular basis (yearly or as otherwise agreed by the Parties). Invoices must be paid within 30 days of invoice date.

County Responsibility:

1. Purchase and order radios for BSO Public Safety Subscribers that are assigned to County regional services, as agreed to by the Parties in writing. County will review and assess BSO's submissions for such regional radio purchases on an annual basis.
2. Purchase and order fire station alerting equipment located in BSO fire stations that are assigned to County regional services, as approved by the Parties in writing. County will review and assess BSO's submissions for such fire station alerting equipment on an annual basis.

3. Provide monthly invoices for the costs of County labor, parts, and materials used for any installation/repair/maintenance support provided by County, in accordance with item 9 under BSO Responsibility.