

**SECOND 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 Second 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 ended on September 30, 2018. Pursuant to a First Amendment to the Agreement, dated October 17, 2018, the Parties provided for up to two (2) three-month extensions to the Agreement. Both extensions were effectively exercised, such that the Agreement currently expires on March 31, 2019.

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, particularly in light of the recent appointment of Sheriff Gregory Tony to the position, the Parties may be unable to complete such negotiations prior to March 31, 2019.

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 Second Amendment will extend the terms and conditions of the Agreement for up to two (2) additional three (3) 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 Second Amendment shall retain the meaning ascribed to such terms in the Agreement. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect.

2. Notwithstanding the term and extension provisions stated in Section 3.1 of the Agreement and in addition to the extensions previously approved pursuant to the First Amendment, the Agreement is extended for an additional three (3) month period from April 1, 2019, through June 30, 2019 (“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 June 30, 2019, the Agreement may be extended for an additional three (3) month period from July 1, 2019, through September 30, 2019, and, if so approved, such additional time shall be included in the term “Extension Period” as used herein.

3. 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.

4. 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”). As stated in the First Amendment, the final approved budget for System Services includes 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).

5. 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 reasonably 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.

6. 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, inclusive of employees and contractors, 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 County Administrator authorized to execute same by Board action on the \_\_ day of \_\_\_\_\_, 2019, and BROWARD SHERIFF'S OFFICE, signing by and through its Sheriff, Gregory 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  
2019-02-21 Second Amendment Operator Agreement  
2/21/2019

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Operator

WITNESSES:

Sheriff of Broward County

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Sheriff Gregory Tony

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

\_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Signature

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

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

By: \_\_\_\_\_  
General Counsel  
Broward Sheriff's Office

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