



**AMENDED AND RESTATED 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 Amended and Restated 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 (as amended and restated, 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," "Sheriff," or "Operator") (County and Sheriff are collectively referred to as the "Parties").

**RECITALS**

A. County and Operator 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. This Agreement is intended to replace the original September 30, 2013 agreement in its entirety.

B. The regional consolidation of the public safety system has enabled County and the Operator to improve service utilizing the best technology available, reduce delay in transferred calls, provide faster response times, enhance interoperability, minimize errors, standardize dispatch protocols, and responsibly utilize taxpayer dollars to provide consistent and improved performance.

C. County has determined that it is in the interest of the public health, safety, and welfare of its residents, businesses, and visitors to continue to fund and support the regional system. In furtherance thereof, County is providing the consolidated regional E-911 communications system ("System") for use in County's unincorporated area, Port Everglades, Fort Lauderdale-Hollywood International Airport, and any municipality located within the geographic boundaries of Broward County that elects to participate and agrees to the conditions for participation through execution of a Participation Agreement.

D. The Parties acknowledge and agree that County does not have the legal obligation to financially support police, fire, and emergency medical service dispatch within municipalities, and County is voluntarily agreeing, by majority vote of the Board of County Commissioners, to wholly fund police, fire, and emergency medical dispatch service dispatch, subject to available funding.

E. County has invited all municipalities located in Broward County to participate in the regional system. To date, twenty-nine (29) municipalities are participating in the regional system, which is funded by County above and beyond its legal obligation.

F. County initiated and funded a comprehensive study to improve the System, which resulted in 21 recommendations by the consultant, Fitch & Associates, LLC ("Fitch"). County has accepted all of the recommendations from Fitch and has provided funding or initiated plans for implementation of the recommendations, including the establishment of an engagement process for end users.

G. The Parties desire to amend and restate the original September 30, 2013 agreement as set forth herein to provide the continuation of the services provided by Operator and to include the recommendations provided by Fitch, as set forth in this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### ARTICLE 1. EXHIBITS AND DEFINITIONS

The following Exhibits are included and incorporated as part of this Agreement:

Exhibit A	Scope of System Services
Exhibit A-1	Participating Communities
Exhibit B	Payment Schedule
Exhibit C	Regional Interlocal Agreement for Cooperative Participation in a Regional Public Safety Intranet
Exhibit D	Performance Standards
Exhibit E	Work Authorization
Exhibit F	Monthly Scorecard Report Form
Exhibit G	Root Cause Identification Form
Exhibit H	Broward County Consolidated Regional Communications Roles and Responsibilities

The following terms shall have the following meanings as used in this Agreement:

1.1 **Administrative Call.** A call received in a Host PSAP that is not an Emergency Call or a Non-Emergency Call and is specific to a Participating Community and not related to the operation of the System. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.

1.2 **Alarm Lines.** Any call received on a designated alarm line trunk which requires an immediate law enforcement, EMS, or fire rescue call for service dispatch, or a combination thereof.

1.3 **Base Level of Services.** The minimum level of System Services provided to all Participating Communities by the Operator of the System that meets the following requirements: (i) call intake staffed at a level to provide that 90% of all emergency calls arriving at a PSAP are answered within

3 to 5 seconds; (ii) a single radio talk group, staffed by a single radio operator, should not, during any four-hour block of time, exceed a weighted 0.4 Erlangs or a weighted answer delay of 10 seconds or greater; (iii) sufficient to support retention of Operator's emergency medical dispatch, emergency fire dispatch, and emergency police dispatch certifications; (iv) staffed at a level to provide supervision of dispatch operators on a ratio of 6:1 (dispatch operators to supervisor); and (v) County-provided independent qualitative performance review of call-takers and dispatchers. Base Level of Services shall not include any special services that are separately negotiated or purchased by a Participating Community.

1.4 **Board**. The Board of County Commissioners of Broward County, Florida.

1.5 **Contract Administrator**. The Director of Regional Emergency Services and Communications, or such other person as may be designated in writing by the County Administrator.

1.6 **County Administrator**. The administrative head of County appointed by the Board. Any power or authority granted to County Administrator under this Agreement may be delegated in writing by the County Administrator to the Contract Administrator or to any other person.

1.7 **County Attorney**. The chief legal counsel for County appointed by the Board.

1.8 **Emergency Call**. A call that requires immediate law enforcement, EMS, or fire rescue call for service dispatch, or a combination thereof.

1.9 **Host PSAP**. A facility housing the equipment and personnel that provide E-911 call-taking, teletype (queries only), and dispatching services for the System and specifically designated by County as a Host PSAP.

1.10 **Non-Emergency Call**. A call that requires a law or fire/EMS dispatch, but does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

1.11 **Notice to Proceed**. A written authorization to proceed with the project, phase, or task thereof, issued by the Contract Administrator.

1.12 **Operational Review Team or ORT**. The group responsible for reviewing operational issues that may affect field operations of the law and fire disciplines, and communicating these issues to stakeholders.

1.13 **Participating Community or Participating Communities**. The municipal corporation or corporations existing under the laws of the State of Florida, located within Broward County that enter into an agreement with County for Participation in the Consolidated Regional E-911 Communications System ("Participation Agreement"). The Participating Communities shall be set forth on Exhibit A-1, which exhibit may be updated from time to time by the County

Administrator by written notice to Operator to accurately reflect the municipalities that have current participation agreements with the County, and upon such written notice the updated exhibit shall be automatically deemed to replace Exhibit A-1.

1.14 **PSAP** (Public Safety Answering Point). The location and facility providing the service and housing the equipment and personnel that provide E-911 call-taking, teletype (queries only), and dispatching services.

1.15 **Regional Interlocal Agreement** or **RILA**. The Regional Interlocal Agreement for Cooperative Participation in a Regional Public Safety Intranet that establishes the terms, conditions, and financial obligations of entities participating in the Broward County Regional Public Safety Intranet, including as such agreement may be amended from time to time.

1.16 **Special Municipal Services**. Special services above than the Base Level of Services (including, without limitation, additional personnel, hours, equipment, software, or additional or higher Performance Standards) as may be separately negotiated and purchased by a Participating Community pursuant to Section 2.6, and are which chargeable only to the applicable municipality and not to County.

1.17 **Subconsultant** or **Subcontractor**. A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through Operator for all or any portion of the advertised work. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subconsultants."

1.18 **System**. The consolidated regional E-911 communications system for call-taking, teletype (queries only), and dispatch functions of Emergency Calls and Non-Emergency Calls, as defined herein, for fire services, EMS, and police services.

1.19 **System Services**. All work required by Operator under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A. System Services shall not include Special Municipal Services.

1.20 **System Services Area**. Unless otherwise designated by the County Administrator in writing, System Services Area consists of the following areas: County's unincorporated area (i.e., the geographical areas of Broward County that are not within the geographical boundaries of a municipality); Port Everglades; Fort Lauderdale-Hollywood International Airport; and the Participating Communities.

1.21 **Teletype Query(ies)**. 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 utilizing the procedures set forth on Exhibit A. 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 Driver and Vehicle Information Database ("DAVID"). Teletype activities such as,

but not limited to, the entries, deletions, updates, and validations, as required by Florida Department of Law Enforcement ("FDLE"), shall remain the responsibility of the Participating Community or BSO, depending on the jurisdiction, and shall not be a part of System Services; System Services shall be limited to Teletype (queries only).

## ARTICLE 2. SCOPE OF SERVICES

2.1 **Scope of Services.** Operator shall provide System Services as identified in this Agreement including without limitation as identified in Exhibit A. The Scope of Services stated in this Agreement is a description of Operator's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Operator impractical, illogical, or unconscionable.

2.2 **RILAs.** The RILA (Exhibit C hereto) is fully incorporated herein, and the Parties shall fully comply with the terms of same, including as may be amended, unless otherwise approved in writing by the County Administrator and the Sheriff. In the event of a conflict between any provision of this Agreement (other than Exhibit C) and the RILA, the provisions of this Agreement (other than Exhibit C) shall govern and control.

2.3 **System Services Limitations.** Operator is authorized by County and shall be compensated by County under this Agreement solely for provision of System Services to the System Services Area, unless otherwise expressly stated in this Agreement. Operator shall utilize the Host PSAP facilities (including County Provided Software and Equipment) only for the provision of System Services for the System and the Participating Communities, except as set forth in this Section 2.3 inclusive of subsections 2.3.1 and 2.3.2.

2.3.1 Operator may and shall utilize the Host PSAP facilities (a) to provide Dispatch Services for calls entered by Non-Participating Communities that utilize the County public safety infrastructure pursuant to an executed RILA and that require service within the System Services Area and (b) to the extent necessary during a Flee To situation. Operator may and shall input calls into the System for calls requiring dispatch services for areas outside the System Services Area by Non-Participating Communities that use the County public safety infrastructure pursuant to an executed RILA.

2.3.2 Solely as to Special Municipal Services, Operator may use the System, Host PSAP Facilities, and County Provided Software and Equipment on the following conditions: (a) County shall have no financial obligation or other responsibility for Special Municipal Services; (b) County shall not be liable for any additional cost or expense, whether labor, equipment, support, maintenance, or otherwise, in connection with the provision of such Special Municipal Services; and (c) the provision by Operator of any Special Municipal Services shall not adversely impact the provision of System Services under this Agreement.

2.3.3 Operator agrees to provide documentation, as reasonably requested by County, to verify that County resources are not being utilized to support or subsidize municipal responsibilities as identified in the RILA or the Participation Agreement, municipal responsibilities that are not part of the System Services established in this Agreement (including, without limitation, Special Municipal Services), or any services not included as part of System Services. If County determines that Operator has used County resources to benefit a Non-Participating Community or to support municipal or Operator responsibilities as set forth in the RILA or the Participation Agreement, or to support municipal or Operator responsibilities that are not part of the System Services established in this Agreement, Operator shall immediately reimburse County the value of such County resources; if not reimbursed within thirty (30) days, County may apply the amount as a credit against any upcoming amount due to Operator under this Agreement, provided that such credit shall not be applied until the completion of the Escalation Procedures, to the extent promptly invoked by either Party. The misuse of County resources or failure to reimburse the value of such County resources upon request by County shall constitute a material breach of this Agreement justifying termination for cause pursuant to Article 7, if elected by County.

2.3.4 In no event shall any funding provided by County under this Agreement for System Services be utilized by Operator to fund nonregional communications personnel or sworn law enforcement personnel, unless expressly agreed in writing by the Parties in advance.

2.4 **Changes to Scope of Services.** Operator acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code).

2.4.1 County may reduce the scope or remove any component of the System Services provided under this Agreement by Operator to the extent County determines appropriate upon written notice to Operator by County Administrator, which notice must be provided at least ninety (90) days prior to the effective date of the modification (unless other timing is agreed to by the Parties), specifically state the reduction or other modification, and identify the affected operating costs. Unless otherwise required by applicable law, upon the effective date of such modification, the compensation paid to Operator shall be adjusted accordingly. Notwithstanding the foregoing, unless otherwise agreed by the Parties in writing, this section does not authorize any modifications to System Services that would: (a) affect a violation of Section 8.1 (Operator's sole and exclusive responsibility for its employees); (b) cause a loss of any of the accreditations or certifications required under Exhibit A, Section 10 of this Agreement, as confirmed in writing by the applicable accrediting or certifying agency after due diligence by both Parties; (c) reduce the quality assurance/quality improvement resources employed by Operator to less than that which are reasonably required, when combined with all other quality assurance/quality improvement resources including those provided by County

through or third-party vendors, to meet applicable quality assurance/quality improvement standards for the applicable fiscal year (i.e., the number of funded positions for fiscal year 2018-2019); or (d) require a violation of any applicable CJIS requirements. County may, through a third-party vendor, retain additional quality assurance/quality improvement standards personnel to provide audit and advisory services on the System.

2.4.2 In addition, to the extent the Parties agree to increase, decrease, or otherwise modify the nature, type, quality, or quantity of services included within the scope of System Services provided to County (such modifications collectively referred to as "Optional Services"), County and Operator may document such modified scope pursuant to a Work Authorization form (Exhibit E hereto) executed by Operator and County pursuant to this Section, provided that no such modification, when combined with those goods or services required under this Agreement, would result in a net payment obligation exceeding the applicable maximum amounts stated in Section 4.1.

2.4.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total net cost to County in the aggregate is less than \$50,000; (b) the County's County Administrator may execute Work Authorizations for which the total net cost to County in the aggregate is less than \$500,000; and (c) any Work Authorizations above the foregoing limits shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Operator shall not commence work on any Work Authorization until after receipt of a Notice to Proceed, unless otherwise agreed to by the parties in writing.

2.5 **Host PSAP Facilities and County Provided Software and Equipment.** As further described in Exhibit A, County shall provide Host PSAP Facilities sufficient for Operator's use and performance in the provision of System Services and shall be solely responsible for the provision and maintenance of the County Provided Software and Equipment as set forth in the RILA.

Operator shall not install, utilize, or add any software or equipment at any Host PSAP Facility that (a) is inconsistent with the terms of the applicable lease agreement, or (b) interfaces, connects, or affects the performance or operation of any County Provided Software and Equipment without prior written approval by the Contract Administrator. Operator shall not alter, remove, modify, reconfigure, or repair County Provided Software and Equipment without prior written approval by the Contract Administrator and compliance with any applicable change approval processes.

2.6 **Special Municipal Services.** To the extent any Participating Community elects to acquire Special Municipal Services from Operator that utilize County Provided Equipment and Software, are provided at the Host PSAP Facilities, or are otherwise substantively related to the provision of System Services (such as providing a higher level of performance, providing additional call takers or dispatchers, or other enhanced services relating to call-taking, dispatch services, or teletype queries or additional training or supervision), such Special Municipal Services shall

require a Work Authorization executed by each of County, Operator, and the applicable Participating Community. The Work Authorization must identify: (a) the specific additional services being procured; (b) the amount, method, and timing of payment to be provided by the Participating Community and a statement that County has no obligation, financial or otherwise, whatsoever for such Special Municipal Services; (c) the applicable performance standards (if any) and required reporting (if any); and (d) include a ten percent (10%) charge that shall be paid by the Participating Community to County and held in reserve by County to cover any additional or increased costs incurred by County and refunded if no such additional or increased costs are incurred. Any Special Municipal Services contracted pursuant to this Agreement may be terminated by County or Operator upon at least thirty (30) days' advance written notice if County determines that the provision of such Special Municipal Services has a material adverse impact on the provision of System Services under this Agreement. Operator shall create and maintain sufficient records on the metrics of all such Special Municipal Services to identify all costs, call volume, performance standards, and utilization of staffing for same, which records shall be available to County promptly upon request. Notwithstanding the forgoing, Operator reserves the right to contract with any entity outside of the services provided for under this Agreement and which do not involve the equipment, personnel, Host PSAP Facilities, or County Provided Software used by Operator to perform the functions herein and which do not involve the funds provided by County to Operator under this Agreement and which do not involve any increased costs or call volume to County.

### **ARTICLE 3. TERM AND TIME OF PERFORMANCE**

3.1 The term of this Agreement shall begin on January 1, 2021, and shall end on September 30, 2022 (the "Second Term") unless terminated or extended in accordance with the terms of this Agreement. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.2 Unless County or Operator provides the other with written notice of its intent not to renew this Agreement on or before September 30, 2022, this Agreement shall automatically be extended after the Second Term for an additional two-year period (the "Third Term") for the period October 1, 2022, through September 30, 2024, unless sooner terminated as provided herein.

3.3 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities required by this Agreement shall be completed in accordance with the time requirement set forth in this Agreement, inclusive of its Exhibits. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.4 In the event County elects to extend the term of this Agreement beyond the Third Term with the consent of Operator, the Parties agree that they shall continue to provide their respective services upon the same terms and conditions as set forth in this Agreement for such extended period, which shall not be more than three (3) months beyond the Third Term.

Operator shall be compensated for the Services at the rate then in effect when the extension was approved by the Parties. This option, if elected by County and consented to by the Operator, shall be exercised by the County Administrator upon by written notice stating the duration of the extended period which notice shall be provided to Operator at least one hundred and eighty (180) days prior to the end of the Third Term.

#### **ARTICLE 4. COMPENSATION**

4.1 County will pay Operator for System Services provided under this Agreement in accordance with the Payment Schedule set forth in Exhibit B.

4.2 **Payment and Use of Funds.**

4.2.1 County shall pay Operator on a monthly basis, paid on or before the first day of the month, by budget transfer or such other method as agreed by the Parties, the applicable amount agreed upon based upon the System Services Fee calculated as per Exhibit B.

4.2.2 All funds paid by County to Operator pursuant to this Agreement shall be utilized by Operator only for the provision of System Services and shall be segregated by Operator in a separate fund that may be utilized solely for System Services. Operator must maintain detailed line item budget and accounting records for all such funds received or expended, and provide such documentation to County upon request. In no event shall any funds received by Operator under this Agreement be utilized for any Special Municipal Services, services provided to Non-Participating Communities (unless expressly authorized herein), or in other areas of the operations of Broward County Sheriff's Office, unless specifically agreed by the Parties in writing in advance. Any funds received by Operator pursuant to this Agreement in excess of the costs required to provide System Services under this Agreement may be utilized only upon prior written consent of the Contract Administrator or the County Administrator for non-recurring expenses reasonably related to System Services or that County determines will benefit the System or users of the System. In the event the Parties cannot agree upon the utilization of any excess funds, such funds shall be credited against future amounts due by County.

4.2.3 Funds paid by County to Operator pursuant to this Agreement may not be utilized to purchase or procure the use of goods or equipment with a unit value in excess of two thousand dollars (\$2,000) without the prior written approval of the Contract Administrator including of any associated terms and conditions, and any such acquired equipment shall be titled in the name of and owned by County.

4.2.4 In the event County fails to meet its financial obligations under this Agreement and Operator provides notice of default of the financial obligations, Operator shall not cease or suspend performance of System Services otherwise due under this Agreement as a remedy against County for a period of at least ninety (90) days from notice of default

of financial obligations unless Operator has obtained an order from a court of competent jurisdiction authorizing the cessation of System Services or has terminated this Agreement pursuant to the provisions of Article 7.

4.3 County shall retain the applicable fees distributed to County from the Emergency Communications Number E-911 System Fund pursuant to Florida Statutes. Payment due to Operator under this Agreement shall not be limited to the funds received by County from the Emergency Communications Number E-911 System Fund; regardless of the amount actually received, County shall pay Operator for System Services only in accordance with the terms of this Agreement.

4.4 County shall not be liable for payment to Operator for any reimbursables or other expenses for System Services unless expressly set forth in this Agreement or in a fully executed Work Authorization. Any travel costs or travel-related expenses so approved must comply with Section 112.061, Florida Statutes.

4.5 Unless the Parties otherwise agree in writing, the provisions of this section shall apply solely to any additional personnel costs and related expenses incurred by Operator relating to declared emergencies and the associated reimbursement requests to Federal Emergency Management Agency (FEMA) or State of Florida Emergency Management Division (FDEM). Operator shall have the sole right and responsibility to submit any costs or expenses for the System Services related to the Operator's personnel costs and Operator's related expenses for reimbursement to FEMA or FDEM. County shall remain responsible for paying the local share of FEMA/FDEM-allowable costs incurred by Operator and related to the Operator's delivery of the System Services during emergency operations that are approved by FEMA or FDEM for reimbursement. Operator shall be responsible for providing County with all necessary detailed documentation for any reimbursement Operator expects to receive from County for emergency operations that are not covered by the terms and conditions of this Agreement. County's local share of FEMA/FDEM-allowable costs will be paid to Operator after a determination of Operator's total FEMA/FDEM-allowable costs and reimbursement amount has been made by the applicable funding agency, whether FEMA or FDEM.

#### **ARTICLE 5. INDEMNIFICATION**

5.1 Each Party is a political subdivision as defined by Florida Statutes Section 768.28, and agrees to indemnify the other Party and hold it harmless as to any claim, judgment, or damage award whatsoever arising out of or related to that indemnifying Party's own negligent or wrongful acts or omissions, to the extent permitted by law. The Parties understand that pursuant to Florida Statute Section 768.28(19), no Party is entitled to be indemnified or held harmless by another Party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable, and each Party claims all of the privileges and immunities and other benefits and protections afforded by Florida law.

5.2 Except as expressly stated in Section 5.1, nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

#### **ARTICLE 6. INSURANCE**

6.1 Operator is a state agency as defined by Section 768.28, Florida Statutes. Operator shall furnish County with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if Operator elects to purchase any additional liability coverage including excess liability coverage, Operator agrees that Broward County will be included as an additional insured on the policy.

6.2 In the event Operator elects to no longer be self-insured under Chapter 440, Florida Statutes, Operator shall give prompt notice to County and Operator shall provide, pay for and maintain in force Workers' Compensation Insurance for the term of this Agreement.

#### **ARTICLE 7. TERMINATION**

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach, or has not provided and commenced a remediation plan that has been approved in writing by the nonbreaching Party, within thirty (30) calendar days of notice of breach. Any notice of termination for cause shall be effective one hundred and eighty (180) calendar days after written notice from the aggrieved party identifying the breach, unless cured within the cure period or otherwise agreed by the Parties in writing.

7.2 This Agreement may also be terminated for convenience by either party only as follows: (a) termination for convenience shall be effective on the termination date stated in the written notice which termination date shall be not less than three hundred and sixty-five (365) calendar days after the date of such written notice, and (b) any termination for convenience shall take effect only as of the beginning of the succeeding fiscal year. The Parties agree that if either party erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective as stated above in this section. Operator agrees that upon termination of this Agreement for any reason, Operator shall cooperate in good faith in the transition of System Services to any subsequent operator. Additionally, Operator agrees that it shall not interfere or provide any impediments to its employees performing System Services that desire to transfer to the subsequent operator and Operator agrees to facilitate, cooperate, and assist in the transfer of such employees.

7.3 This Agreement may be terminated for cause for reasons including, but not limited to, County's material breach of this Agreement or material failure to perform its responsibilities stated in Exhibit A, Operator's repeated failure to comply with requirements set forth in Exhibit A, Operator's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform

the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

7.4 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

7.5 In the event this Agreement is terminated for convenience, Operator shall be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination. Both parties acknowledge that they have received good, valuable and sufficient consideration from each other, the receipt and adequacy of which are, hereby acknowledged by each party, for the right to terminate this Agreement for convenience.

7.6 In the event this Agreement is terminated for any reason, any amounts due Operator shall be withheld by County until all documents and reports required by the terms of this Agreement and which have not been provided are provided to County.

**ARTICLE 8. EMPLOYMENT STATUS, EQUAL EMPLOYMENT OPPORTUNITY,  
AND ADA COMPLIANCE**

8.1 Operator shall have sole and exclusive responsibility in the hiring, compensating, promotion, retention, termination, and discipline of its employees and in any internal policies and procedures of Operator. County shall have sole and exclusive responsibility and discretion in the hiring, promotion, retention, termination, and discipline of its employees and in any internal policies and procedures of County.

8.2 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

8.3 Both parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, both Parties shall take affirmative steps to prevent discrimination in employment against persons with disabilities.

8.4 Operator shall include the foregoing or similar language in its contracts with any Subcontractors performing services under this Agreement, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

8.5 Failure by either party to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit the other party to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County

Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

8.6 County shall take affirmative steps to assure that the Host PSAP locations and County-provided equipment are ADA compliant and are sufficient for the performance of System Services.

#### **ARTICLE 9. MISCELLANEOUS**

9.1 **System Data**. All data created, stored, or otherwise accessible in the County Provided Software and Equipment, including data entered by Operator in provision of System Services (collectively, "System Data"), is owned by County, with a perpetual, nonexclusive, fully-paid up license to Operator to use such data solely for the provision of public safety services to County or municipalities within Broward County.

9.2 **Public Records**. County has designated Operator as the document custodian for the records pertaining to the provision of System Services, and Operator shall appropriately respond to the public records requests for System Data as follows:

9.2.1 Operator is authorized and required to act on behalf of County in responding to public records requests for public records pertaining to System Services. Operator shall be the primary entity responsible for responding in compliance with Chapter 119, Florida Statutes, to public records requests pertaining to System Services. Both Parties shall give full effect to any applicable public records exemptions that are applicable to any public records request and will coordinate with each other as necessary on such public records requests. Pursuant to Section 119.0701, Florida Statutes, Operator shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide the requesting party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Operator or keep and maintain public records required by County to perform the services. If Operator transfers the records to County, Operator shall destroy any duplicate or archived public records that are exempt or confidential and

exempt. If Operator keeps and maintains public records, Operator shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

9.2.2 Operator shall log the particulars of each public records request relating to System Services and the response thereto into a public records tracking system to which County shall have complete access for at least one user to all public records requests and responses relating to the System or System Services at no cost to County; to the extent any other local government entity is provided greater access (e.g., unlimited users, additional licenses, or broader access) to the Operator's public records tracking system, then such greater access shall be provided to County at no additional cost. In addition to logging the request and response, Operator shall provide a copy to County of all public records requests received relating to System Services, as well as a copy or other specific identification of the public records produced in response to the public records request, or with access to the public records response system in which such information may be readily obtained. In responding to a public records request, Operator may charge and retain the fees permitted to be charged under Florida law, Chapter 119, Florida Statutes, for provision of public records.

9.2.3 The failure of Operator to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

9.2.4 A request for public records pertaining to System Services may be made directly to Operator or forwarded by County to Operator; in each event, Operator shall be responsible for responding to any such public records requests, unless the requested records are exclusively accessible by County in which event Operator shall notify County, provide the request, and County will respond to said public records request. County and Operator shall comply with all requirements of Florida law in connection with responding to a public records request.

**ANY QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT SHOULD BE DIRECTED TO (954) 357-7078, SMEDVIN@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 325, FORT LAUDERDALE, FLORIDA 33301.**

9.3 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of Operator and its Subcontractors that are related to this Agreement. Operator and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of Operator and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a

reasonable time, and upon request to do so, Operator or its Subcontractor, as applicable, shall make same available at no cost to County in written form.

Operator and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Operator's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by Operator in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Operator in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Operator.

Operator shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

9.4 **Truth-In-Negotiation Representation.** Operator's compensation under this Agreement is based upon representations supplied to County by Operator, and Operator certifies that the wage rates, factual unit costs, and other information supplied to substantiate Operator's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

9.5 **Independent Contractor.** Operator is an independent contractor under this Agreement. In providing Services under this Agreement, neither Operator nor its agents shall act as officers, employees, or agents of County. Operator shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement. County shall not have the right to bind Operator to any obligation not expressly undertaken by Operator under this Agreement. Operator is a Florida Constitutional Officer and this Agreement shall not be interpreted or performed in a manner to limit Operator's discretionary authority granted to it under Florida law, other than as to System Services or otherwise expressly stated in this Agreement.

9.6 **Third-Party Beneficiaries.** Neither Operator nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no

third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.7 **Notices.** In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

**FOR COUNTY:**

County Administrator  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
Email address: tjackson@broward.org with a copy to rharrod@broward.org

**FOR OPERATOR:**

Colonel Oscar Llerena  
Department of Community Services  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, Florida 33312  
Email address: Oscar\_Llerena@sheriff.org

*With a copy to:*

Terrence Lynch, General Counsel  
Office of the General Counsel  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, Florida 33312  
Email address: Terrence\_Lynch@sheriff.org

9.8 **Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Operator without the prior written consent of County. If Operator violates this provision, County shall have the right to immediately terminate this Agreement. Operator represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Operator agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed the best local and national industry standards for the provision of such services.

9.9 **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and

obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's or Operator's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.10 **Compliance with Laws.** County and Operator shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.11 **Severability.** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.12 **Joint Preparation.** This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9.13 **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.14 **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.15 **Law, 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, OPERATOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.16 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the County and Operator (which may include persons delegated authority or otherwise authorized to execute same on their behalf). In addition to any other authority stated herein, the County Administrator is authorized to approve and execute on behalf of County any amendment to this Agreement that does not increase costs to County on an annualized fiscal year basis.

9.17 **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter, and supersedes and replaces the original September 30, 2013 agreement in its entirety. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.18 **HIPAA Compliance.** It is expressly understood by the Parties that County and Operator personnel or their agents may have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. Both Parties shall fully protect individually identifiable health information as required by Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA") and, if necessary under HIPAA or related laws, Operator shall execute a Business Associate Agreement in a form agreed to by the Parties for the purpose of complying with HIPAA. Where required, County and Operator shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of Operator's and County's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf. Operator shall ensure that the requirements of this section are included in all agreements with its Subcontractors providing services under this Agreement.

9.19 **Payable Interest.**

9.19.1 **Payment of Interest.** Neither County nor Operator shall be liable to pay any interest to County or Operator for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof each of County and Operator waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

9.19.2 **Rate of Interest.** If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County or Operator under this Agreement, whether as prejudgment

interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.20 **Incorporation by Reference.** Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.21 **Representation of Authority.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.22 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and 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.

9.23 **Domestic Partnership Requirement.** Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, each of County and Operator agrees to fully comply with Section 16½-157 during the entire term of this Agreement. If County or Operator fails to fully comply with that section, such failure shall constitute a material breach which shall allow County or Operator to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this section.

9.24 **Drug-Free Workplace.** It is a requirement of County and Operator that they enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Section 21.31(a)(2) of the Broward County Code of Ordinances or Operator's internal contracting procedures, respectively. Execution of this Agreement by County and Operator shall serve as County's and Operator's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Section 21.31(a)(2) of the Broward County Code of Ordinances, and that it will maintain such drug-free workplace program for the full term of this Agreement.

9.25 **Contingency Fee.** Operator represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Operator, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Operator. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Operator under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

**9.26 Use of Logos.** Operator shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

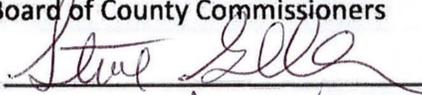
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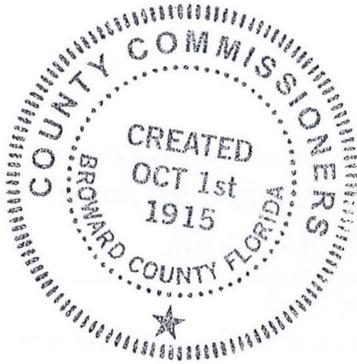
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 24<sup>th</sup> day of September, 2019, and the SHERIFF OF BROWARD COUNTY, signing by and through its Sheriff, duly authorized to execute same.

County

ATTEST:

  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

Broward County, by and through  
its Board of County Commissioners  
By:   
30 day of December, 2020



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:  Digitally signed by RENE D.  
HARROD  
Date: 2020.12.29 16:00:16 -05'00'  
René D. Harrod (Date)  
Deputy County Attorney

RDH  
2020-11-29 Restated BSO Operator Agreement  
11/29/2020  
#215965.4

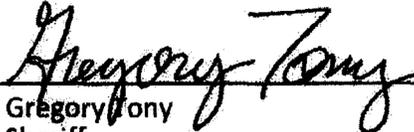
**AMENDED AND RESTATED AGREEMENT BETWEEN BROWARD COUNTY AND SHERIFF OF BROWARD COUNTY FOR THE OPERATION OF CALL-TAKING, TELETYPE (QUERIES ONLY) AND DISPATCH SERVICES FOR THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

Operator

WITNESSES:

Sheriff of Broward County

  
\_\_\_\_\_  
Signature  
Major Timothy Irvin #7901

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

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

24 day of December 2020

  
\_\_\_\_\_  
Signature

Katherine A. Wilson  
\_\_\_\_\_  
Print Name of Witness above

<sup>DS</sup>  
SM

Approved as to form and legal sufficiency  
subject to execution by the parties:

By:   
\_\_\_\_\_  
Terrence Lynch  
General Counsel/Executive Director  
Office of the General Counsel

Date 12/22/2020 | 15:45 PM PST

## **EXHIBIT A – Scope of Services**

### **1. Background**

County has established and maintains the System for the benefit of the System Services Area. County provides management, administration, fiscal responsibility, oversight, and governance of the System, and pursuant to this Agreement is engaging Operator to provide System Services as described in this Agreement for the System Services Area. The System operates, and Operator shall ensure the System Services are provided, in accordance with the rules and regulations of Broward County. Notwithstanding the foregoing, Operator is exclusively responsible for its employees, agents, and subcontractors rendering services under the Agreement, including, without limitation, as to any compensation, promotion, discipline, or termination.

Further detail as to the roles and responsibilities of County and Operator relating to the System and System Services is set forth in the Roles and Responsibilities chart attached as **Exhibit H**.

### **2. System Services Generally**

Operator shall provide System Services, including call-taking, teletype (queries only), and dispatch services consistent with the applicable workflows and processes set forth herein, unless otherwise approved in writing by the Contract Administrator in consultation with Operator. Operator shall comply with regional System operating procedures and policies (which do not include Operator internal administrative or personnel policies) while performing the System Services, and shall ensure that its employees are properly trained in the regional System operating procedures and policies.

County shall be responsible for the establishment, coordination, and support of any technical boards or stakeholder input relating to the System and its equipment and technology.

Operator and all System Services provided by Operator's personnel shall comply with the workflows, processes, and other instruction set forth herein. County may periodically perform quality control (either directly or through a consultant or subcontractor) to ensure Operator's compliance with this Exhibit A and to review and recommend changes or improvements to the System and System Services.

County, Operator, and the interested stakeholders, including the Participating Communities and Operational Review Teams (ORTs) as may be established, may from time to time discuss and agree in writing upon changes to workflows and processes for the improvement of the System and the services it offers to the residents and visitors of Broward County. Whether as a result of such input and consultation, or on County's own initiative, County may modify the workflows and processes set forth herein by written notice to Operator, provided that, if Operator determines that the modified workflows or processes are reasonably determined to have a negative operational impact or adversely affect Operator's certifications or qualification for certification, Operator shall promptly notify County and, if the Parties are unable to agree upon a method of

implementing the requested modification in such a way as to avoid any material adverse impact on either Operator or the quality of performance of System Services, the issue shall be immediately escalated pursuant to the Escalation Procedures (Section 4 below). If Operator reasonably believes that any such modification causes a net increase in the costs to perform System Services, Operator shall provide notice and substantiation of the increased net cost to County for its consideration. If the documentation substantiates increased net costs to Operator (i.e., increased costs not offset by equal or greater decreased costs) as determined by County, County shall, in its sole direction, elect to (i) withdraw or defer the modification direction; or (ii) modify the Payment Schedule (Exhibit B) to increase the compensation to Operator to cover the increased net costs for the provision of System Services; if County does not elect to modify the Payment Schedule, County shall be deemed to have withdrawn the modification direction. If the documentation does not substantiate increased net costs to Operator as determined by County, Operator shall comply with and implement the modification direction.

Issues affecting System operations and end user engagement shall be addressed by the Parties in accordance with the engagement process set forth below, provided the Participating Communities have formally approved this engagement process through the execution of an amendment to the Participation Agreement:

#### **Engagement Process<sup>1</sup>**

##### **Step 1: Issue Identification and Proposed Resolution**

1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.

2) Issues would be considered first by the existing Operational Review Team (ORT).

a) The Operational Review Team (ORT) will meet regularly to address issues (typically both fire rescue and law enforcement disciplines together).

b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.

i) If the issue only involves a single agency, the issue would move to subparagraph 4.

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<sup>1</sup> For purposes of this engagement process, the Stakeholders shall include the County and Operator and Participating Municipalities.

c) The ORT should be chaired by a uniformed member determined by the ORT members. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.

3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.

4) The ORT would recommend approval or denial of the item.

5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.

6) BSO and County would consider the item under the following guidelines:

a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

b) County would consider any logistical impacts from the proposed issue resolution as it relates to the County's technology (i.e. CAD, radio, 911 system, etc.). County would also consider any potential fiscal impacts, though the final arbiter of funding should reside with the County's budget office. Finally, County would evaluate the issue and proposed resolution against the Regional 911 System's overarching goals and objectives.

c) If the issue involved only a single agency (see 2b above), County and the involved agency would discuss if the municipality desires to fund the change/improvement if the solution is beyond the base services provided by the County.

d) If the issue is denied by the ORT, the proposer may elect to advance the issue to Step 3.

7) Once approved by all three stakeholder groups (ORT, BSO, County), the issue advances to Step 2.

8) If the issue is not approved by any of the stakeholders in 7) above, the proposer may elect to advance the issue to Step 3.

#### **Step 2: Approval by End-Users**

1) Issues approved by all three stakeholder groups will be approved by fire chiefs and/or police chiefs.

a) While ORT will often be comprised of operational managers from law enforcement and fire rescue agencies, approval at Step 2 requires the specific review and approval from the chief of the department for each law enforcement and/or fire rescue as applicable.

b) Summary of the issue and proposed resolution, as prepared and approved at Step 1, will be sent to the chief of the department for law enforcement, fire rescue or both as the issue may require.

c) Items, as summarized at Step 1, will be balloted to chiefs of department electronically. The chair of the relevant ORT shall ensure the written summary of the issue is forwarded to the respective Association president for distribution to each chief of Department.

d) Each chief of department is expected to review and approve or not approve the item.

e) Consistent with the existing practices for both the Fire Chiefs Association and Police Chiefs Association, a simple majority is sufficient for the item to be approved. Ultimately the determination of each professional Association, and of the methods by which they approve items, is left within the purview of that Association.

2) Upon approval at Step 2, the item will move to Step 4 for implementation.

### **Step 3: Escalation to Chief Administrative Officers**

1) Should an issue not garner support for approval at Step 2, the proposer or other stakeholder may elect to escalate the issue to their respective chief administrative officer (city manager, county administrator, or Sheriff) as may be applicable.

2) The chief administrative officer (or designee) of the agency or agencies seeking to escalate the issue may elect to uphold the determination made at Step 1 or Step 2, or confer with the chief administrative officers (or designees) of other stakeholders.

3) The chief administrative officers of all stakeholders, should they agree, may also direct a specific resolution to the issue; request ORT reconsider the issue; or take other actions as they determine in the best interest for their local government.

### **Step 4: Implementation**

1) Issues identified at Step 1, and approved at either Step 2 or Step 3, shall move to Step 4 for implementation.

2) County will facilitate the implementation with the active support of other stakeholders.

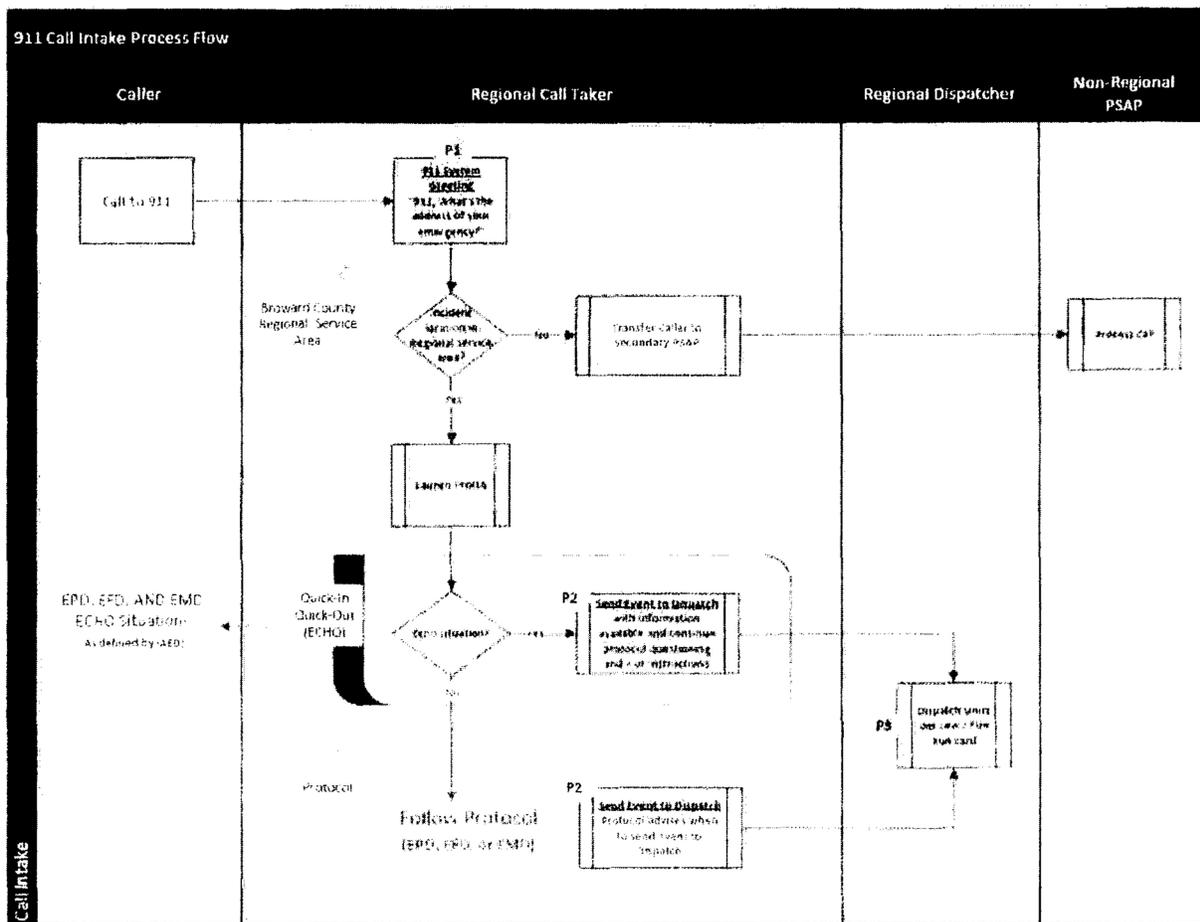
3) County will monitor and report to all stakeholders the progress and issues approved for implementation.

4) ORT members are expected to keep the Participating Communities and their respective agencies informed of issues undergoing implementation.

Note: For all approvals required by ORT, a simple majority vote of the ORT constitutes approval of the item except as expressly stated in Step 2 at Section (1)(a).

**A. Call-Taking Process**

Unless otherwise approved in writing by County, Call-Taking shall adhere to the process flow identified below. Any changes to this process flow approved in writing by County shall be automatically updated and incorporated herein within the need for a formal amendment.



Operator shall draft organizational policies and standard operating procedures for the provision of System Services for review and refinement by County and stakeholder public safety agencies, and for adoption by the stakeholder public safety agencies upon written approval of County and Operator. Policies shall align with emergency police, fire, and medical dispatch protocols, using

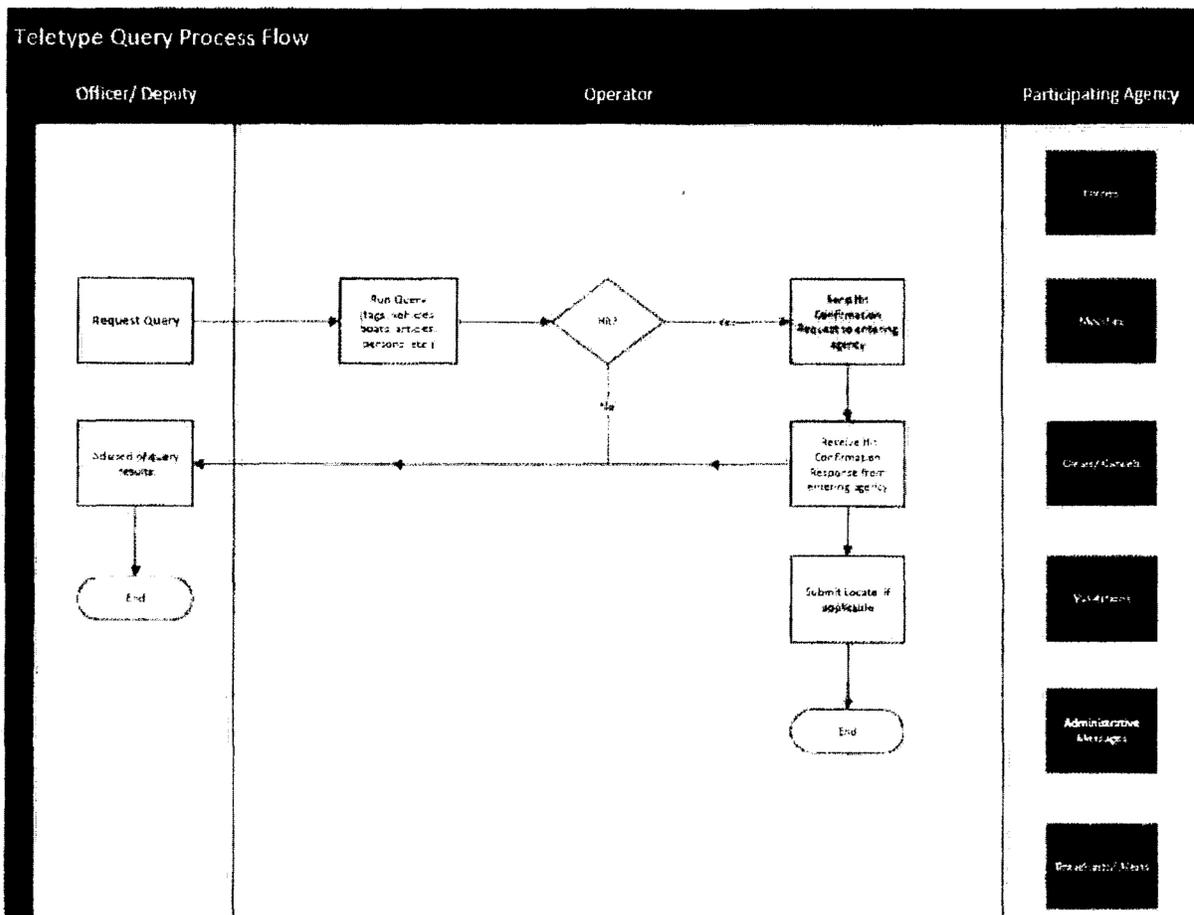
the county selected Emergency Medical Dispatch (EMD), Emergency Fire Dispatch (EFD), and Emergency Police Dispatch (EPD) protocols. Once approved, these policies and procedures will be implemented by Operator throughout the Operator staff providing System Services, and may be periodically reviewed and updated with written consent of both County and Operator. Any changes that may have an operational impact to field operations shall be presented to ORT for its review and advice before the change is implemented by Operator.

Operator shall permit non-regional dispatch centers that are not participants in the Consolidated Regional E-911 Communication Systems, but that utilize countywide infrastructure, to utilize Computer Aided Dispatch (CAD) applications to input calls for Operator pursuant to agreed-upon standard operating procedures. Similarly, Operator shall input calls for Non-Participating Communities and follow agreed-upon standard operating procedures for the processing or transfer of such calls to the Non-Participating Communities.

***B. Teletype (Queries Only) Process***

System Services shall be limited to Teletype (queries only), which shall mean a query search for information performed by a teletype operator that may utilize the CJNET to access a specific database for law enforcement purposes specific to a request for confirmation and locates utilizing the procedures set forth herein and more fully explained in the Teletype Query Process Flow chart herein. Databases requiring access to perform a Teletype Query may include, but are not limited to, FCIC, NCIC, and DAVID. Teletype activities, such as, but not limited to, the entries, deletions, updates and validations, as required by FDLE, shall remain the responsibility of BSO or the Participating Community, depending upon jurisdiction, and shall not be a part of System Services and System Services shall be limited to Teletype (queries only).

Participating Communities are responsible for performing and funding their own teletype activities, such as, but not limited to, the entries, deletions, updates and validations, as required by FDLE, shall remain the responsibility of Participating Community and shall not be a part of System Services.



**C. Dispatch Services**

Operator shall develop and maintain regional protocols and processes to provide uniform methods of dispatch services for the System and the Participating Communities for review and refinement by County and stakeholder public safety agencies. Upon written approval of County and Operator, Operator shall implement the protocols and processes throughout the Operator staff providing System Services, and ensure that Operator’s staff are appropriately and adequately trained and supervised in the provision of such services. With reasonable prior notice, County may modify the dispatch configuration (including, without limitation, dispatch position consolidation or changes appropriate to the regional implementation of closest-unit response) periodically as determined appropriate by County (in consultation with Operator) or as requested by Operator; Operator may modify Operator’s staff seating assignments within the PSAP provided there is no financial or performance impact, and in the event of any financial or performance impact the prior assignments shall be promptly reinstated. Operator must provide County with prompt written notification of any permanent staff seating assignments made by the Operator. Operator’s dispatch services shall include assignment of resources to participating agency police, fire and rescue calls for service (CFS) and document unit statuses and activities,

monitoring and communicating and documenting information pertaining to or impacting participating agency calls, units, and designated areas/ boundaries, and in alignment with emergency police, fire, and medical dispatch services, using the county selected EMD, EFD, and EPD protocols. The dispatch services policies and processes may be periodically reviewed and updated with written consent of both County and Operator.

***D. Flee to Procedures and Force Majeure***

Operator and County shall comply with all applicable disaster continuity planning procedures and protocols for declared emergencies or other emergency situation affecting Broward County (hereinafter, "declared emergency") that are developed by County. In addition, Operator shall participate in disaster recovery exercises, training, and testing to ensure protocols and procedures are in place to address any declared emergency or other event or incident that impacts the delivery of System Services.

In the event of a declared emergency, Operator and its staff providing System Services shall strictly adhere to the timeline established by County's Emergency Management Division for staffing, closure, and recommencing operations at Host PSAP sites, in consultation with Operator. The Parties shall cooperate and agree upon a staffing plan for a declared emergency prior to implementation or activation and deactivation, and shall continue to cooperate on any appropriate increase or reduction in staffing during and after the emergency.

Operator shall promptly return to the Host PSAP sites and recommence System Services at that site at the end of any "flee to" situation or declared emergency, unless otherwise approved in writing by County.

**"Flee to" Situations:**

During a "flee to" situation, in consultation with Operator, County may modify the dispatch configuration and dispatch position assignments as determined necessary by County. Operator shall adhere to County-approved "flee to" procedures for the Host PSAP locations, and shall use best efforts to communicate and cooperate with County in the event of any unexpected "flee to" situation. In no event shall Operator or County initiate "flee to" procedures or return to an evacuated Host PSAP site without exhausting all reasonable efforts to coordinate such actions with each other.

**3. Performance Standards**

***A. Applicability of Performance Standards***

Operator shall perform its obligations as identified herein in accordance with Exhibit D. Operator shall ensure the System Services provided under this Agreement meet or exceed the operation and efficiency performance criteria for the System set forth on Exhibit D (the "Performance Standards") each calendar month for the duration of this Agreement.

The Performance Standards shall be the baseline for evaluating Operator's performance under this Agreement, notwithstanding the adoption of more stringent standards by any other entity, including any other administrative or governmental entity. If higher or additional standards are required to be imposed by applicable law, an appropriate modification to the Performance Standards (and, if applicable, to Exhibit B) shall be made pursuant to the provisions of this section.

Operator's performance for each month shall be evaluated against the Performance Standards on a monthly basis, and the aggregate monthly performance for 12 months shall be evaluated against the Performance Standards on an annual basis.

***B. Modification of Performance Standards***

The Performance Standards may be modified only by written agreement of both Parties as evidenced by written approval of the Contract Administrator and the Executive Director of Operator and consistent with the Participation Agreements then in effect, and shall be effective ninety (90) days after the written approval of the Contract Administrator and the Executive Director unless another period is stated in that written approval. The modified Performance Standards shall be deemed automatically incorporated herein as the updated and applicable Exhibit D as of the effective date approved by the Parties and effective thereafter for all purposes of this Agreement.

In the event National Fire Protection Association (NFPA) or other applicable standards that affect System Services are modified by the Accrediting Entities (as defined in Section 10 below), the Parties shall promptly address the Performance Standards to agree upon any necessary modifications.

In the event Operator determines that certain categories or types of calls cannot be processed within the standards set in the then-effective NFPA standard, Operator shall initiate the Engagement Process. To the extent the Engagement Process results in a proposed modification to a performance standard for System Services that is approved by simple majority vote of both the Fire Chiefs and the Police Chiefs for the Participating Municipalities, and the proposed modification has no impact on County costs and no material impact on System performance under this Agreement (the determinations of which shall be made by County subject to the Engagement Process), upon such approval and determination, the proposed modification shall be adopted and agreed to by the Parties and automatically incorporated herein.

The Parties shall review the Performance Standards on at least an annual basis (unless other period is agreed to by the Parties), which may include consideration of input or feedback from the ORTs, the Participating Communities, and other interested stakeholders.

### ***C. Failure to Achieve Performance Standards***

For each month in which Operator fails to achieve the Performance Standards, unless the noncompliance is waived by County as a result of Mitigating Circumstances as described herein, County shall issue a notice of noncompliance and then the Parties shall meet to discuss ways to improve Operator's performance. County shall, in its sole discretion, determine whether a Mitigating Circumstance justifies waiver of noncompliance; any waiver of noncompliance for a month or portion thereof shall have no effect and shall not waive the obligation of Operator to comply with the Performance Standards for any other period or portion of the month. County may waive any of Operator's failure to meet or exceed the Performance Standard as to any month or portion thereof for any reason whatsoever, including without limitation for Mitigating Circumstances.

If Operator's performance of any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by state or federal law (collectively, "Force Majeure Event") or a sustained, systemic disruption of the System, Operator shall provide prompt (as may be reasonable given the nature of the Force Majeure Event) notice to County of the circumstances of the Force Majeure Event and Operator's actions to continue to provide System Services in accordance with the Performance Standards, and the factual basis for any deviation from the terms of this Agreement or failure to meet the Performance Standards.

For the duration of the Force Majeure Event (i.e., the duration of the declared emergency or such other duration as agreed by the Parties), Operator shall be excused from performance provided Operator took all reasonable steps to avoid and remove such cause of nonperformance and to utilize reasonable alternate methods of performance or workarounds (e.g., card sets, etc.) and shall continue to take reasonable steps to avoid and remove such cause. Operator shall promptly notify County in writing and resume performance hereunder whenever such causes are removed; provided, however, that if the Force Majeure event and the resulting nonperformance exceed sixty (60) days, either party shall have the right to reduce the scope of System Services and the compensation paid to Operator in proportion to the nonperformance upon at least sixty (60) days written notice or, alternatively or in addition, to terminate this Agreement upon at least one hundred eighty (180) days written notice. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

During any period of a declared state or local emergency as authorized by law, and during any Force Majeure Event or circumstances that Operator may at any point believe qualifies as Mitigating Circumstances, Operator shall take all necessary steps to ensure that System Services continue to be performed to the best and highest standards possible under the circumstances and shall strive to maintain performance in compliance with the Performance Standards.

### ***D. Consequences of Not Meeting the Performance Standards***

If Operator determines that its performance for any month or portion thereof should be

considered subject to Mitigating Circumstances, Operator shall provide County a Notice of Proposed Mitigating Circumstances no later than ten (10) business days after the end of the month for that month's performance, and shall include in such Notice of Proposed Mitigating Circumstances detailed information and documentation to demonstrate Operator's position, including a completed Root Cause Identification form per Exhibit G per each root cause (which form may be modified from time to time by County). To the extent multiple deviations in a given month arise from a single, identified root cause, only one Root Cause Identification form need be completed. The Parties shall work collaboratively together to address root cause points of failure. For example, a Proposed Mitigating Circumstance may include any natural or man-made incident, accident, disaster, or other environmental or situational anomaly that is unpredictable and the occurrence of which causes an overwhelming or unusual emergency response that greatly exceeds the resources of the System.

County shall review the Notice of Proposed Mitigating Circumstance to determine whether Operator's failure to meet any Performance Standard should be excused. County review shall take into account all documentation and information submitted by Operator with the Notice of Proposed Mitigating Circumstance. County shall exercise its reasonable discretion to determine whether the Proposed Mitigating Circumstance was (i) sufficiently anomalous and unpredictable and/or (ii) caused such an overwhelming or unusual emergency response that greatly exceeds the resources of the System. County shall provide written notice of whether the Proposed Mitigating Circumstance justifies the failure to meet the applicable Performance Standard(s) within ten (10) business days after receipt, unless additional information is requested by County, in which event the County's response shall occur within ten (10) business days after receipt of the additional information. County's determination shall be final as between the Parties for the purposes of excusing any noncompliance, subject to the prompt invocation and completion of any Escalation Procedures.

In the event that Operator fails to meet or exceed any Performance Standard for any three (3) consecutive months (excluding any Mitigating Circumstance approved in writing by County), Operator shall be in material breach of this Agreement and subject to termination for cause as set forth in Article 7.

#### **4. Escalation Procedures**

In the event of a disagreement between the Parties regarding their respective rights, responsibilities, and obligations under this Agreement, the Contract Administrator and Operator Executive Director shall use best efforts to meet, discuss, and resolve the disputed issues. If the Parties are unable to resolve the dispute at that level, either Party may escalate the dispute to the executive level of both entities upon written notice of intent to escalate. Within seven (7) business days (unless otherwise agreed), the County Administrator and the Sheriff shall commence discussions to resolve the dispute, including in-person meetings if necessary. The Parties shall exhaust all reasonable efforts to resolve the dispute at the executive level. If the dispute cannot be resolved at the executive level within thirty (30) days of escalation, County

staff or Operator may present an item to the Board, including to provide notice of termination for cause or for convenience, as applicable.

## **5. Facilities**

### **A. Operator Responsibilities:**

- i. Operator shall perform System Services at each Host PSAP location utilizing the space provided by County ("Facilities"), and Operator shall not use the Facilities for any other purpose without prior written approval by the Contract Administrator. Operator shall comply with all terms and conditions of the applicable lease agreement(s) between County and the owners of the Host PSAP locations ("Lease Agreements"). At the execution of this Agreement, County shall provide Operator with copies of all Lease Agreements and their exhibits and amendments to the extent not otherwise publicly available online.
- ii. Unless otherwise agreed in writing by the Parties, the Payment Schedule in Exhibit B includes adequate funding for two full-time non-sworn positions ("Operator CJIS Positions") and required software licensing and support; Operator shall procure the software and support on behalf of the Parties, with the operative agreements approved in advance by County and designating County as the owner of the license rights. The Operator CJIS Positions must be non-sworn positions, must be solely utilized for compliance with CJIS requirements for the System, the Facilities, and the System Services, and must not be utilized for operations other than System Services or locations other than the Facilities, unless approved in advance in writing by County.
- iii. The Parties shall enter into a CJIS Management Control Agreement ("MCA") that conforms to all applicable CJIS and FDLE requirements, which shall further govern the Parties' duties and responsibilities relative to FDLE and CJIS compliance.
- iv. Operator shall not destroy, deface, damage, impair, or remove any part of the Facilities. In the event that Operator, its employees, agents, or invitees destroy, deface, damage, impair or remove any part of the Facilities, Operator shall be responsible for any and all necessary repairs or replacement at its sole cost and expense (normal wear and tear excepted).
- v. County shall ensure the Facilities are regularly and routinely cleaned to accommodate Operator's use and occupation (i.e., housekeeping, janitorial, etc.). County shall communicate its cleanliness expectations relative to the Facilities to Operator, and County will facilitate and Operator will attend, from time to time and as frequently as needed, a meeting with Operator, County and representatives of the applicable cities or other entities hosting the Facilities to address any cleanliness issues.
- vi. Operator shall ensure that: no nuisance or hazardous trade or occupation is permitted or carried on, in, or upon the Facilities; that no act or thing shall be permitted or kept in or

about the Facilities that will increase the risk of hazard of fire; that no waste shall be permitted or committed upon, or any damage done, to the Facilities (normal wear and tear excepted); and that Operator shall not use or occupy, or permit the Facilities to be used or occupied, in any manner that will violate any laws or regulations of any governmental authority.

- vii. Any and all of Operator's personal property, including the property of its agents, officers and employees, placed in the Facilities shall be at the sole risk of Operator. Operator shall ensure that Operator and its agents, officers, and employees do not use, install, or operate any equipment, or otherwise act in any way, to cause an adverse or unreasonable material impact, individually or in the aggregate, on the functionality, use, or consumption of utilities (e.g., gas, electric, water), the heating, ventilation, air conditioning systems, or the structure or integrity of the Facility, or other tenant's or users' right to quiet enjoyment of the Facility. Operator shall give County prompt written notice of any known accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinklers and hot water systems, elevators, heating, ventilating and air conditioning systems, plumbing and electrical systems, utilities, or other building components.
- viii. Upon the expiration or earlier termination of this Agreement, or upon notice from County that the Lease has expired or been terminated, Operator shall promptly surrender possession of the Facilities and all County-owned equipment and furnishings within the time period established by County. Operator shall leave the Facilities in the condition existing on the commencement of its occupation of the Facilities, subject to reasonable wear and tear.
- ix. Operator shall provide any necessary supplies or equipment for utilization by Operator's System Services personnel in the event of a declared emergency. To the extent the actual costs expended by Operator are reimbursable by FEMA under the applicable rules and regulations and parameters for the declared emergency at issue, County will reimburse the actual costs incurred by Operator for such reimbursable supplies or equipment provided that (i) the provisions of Section 4.5 of the Agreement apply to all reimbursement requests; and (ii) any supplies, goods, or equipment for which County provides reimbursement shall be owned by County, to the extent so elected by County.

**B. County Responsibilities:**

- i. County is responsible for negotiating and securing use and access to all the Facilities for operation of the System and Operator's provision of the System Services. County determines the appropriate number and location of Host PSAPs based, among other factors, on the level of participation by Participating Communities. County shall lease or otherwise obtain the use of the County designated Host PSAP locations at County's expense, and Operator shall provide System Services at the designated Host PSAP locations. County may modify the Host PSAP locations, including by relocating

geographically or increasing or decreasing the number of Host PSAP locations, at any time upon reasonable advance notice to Operator.

- ii. County has the sole right to negotiate and modify the terms and conditions of the Lease Agreements, but shall provide Operator reasonable advance notice of any material change in the Lease Agreements and shall provide Operator with copies of any Lease amendments or modifications within seven (7) calendar days after their full execution. County shall ensure that the Lease Agreements provide at least the minimal space and environmental requirements to enable Operator to provide System Services in accordance with the Performance Standards during normal operating conditions.
- iii. County shall ensure the Facilities are properly maintained as set forth in the Lease Agreements and that County and Operator may access and utilize the Facilities as necessary to perform the System Services required under this Agreement.
- iv. The Parties have reviewed the existing lease agreements for the PSAP Facilities, and acknowledge that the current lease agreements require certain compliance with applicable OSHA and ADA requirements. If and to the extent that issues regarding compliance with OSHA or ADA are noted by Operator, Operator shall provide notice to County and County shall use good faith efforts to resolve in accordance with the lease obligations.
- v. County shall provide copies of all environmental or air quality reports, studies or testing results to Operator within five (5) business days after the results of said reports, studies or tests are received by County.
- vi. County shall ensure security access cards and necessary badges, and replacements thereof, are provided for each of the Operator's personnel that work in County's Consolidated Regional Dispatch System to access each and every Facility at any time.

## **6. Equipment**

### **A. County Responsibilities:**

- i. County shall provide and maintain software and equipment at each Host PSAP location as set forth in the RILA ("County Software and Equipment") for the use of Operator. All such County Software and Equipment shall remain County property, and Operator shall have no right, title, or interest in any County Software and Equipment.
- ii. County shall be responsible for regular support and maintenance of County Software and Equipment unless the maintenance is required for any of the following reasons (collectively, "Operator-Caused Events"): use in other than the manner for which it was installed; damage by Operator or its employees or agents; modification not authorized in writing by County. In the event of Operator-Caused Events, County may charge any additional support and maintenance expenses or repair costs incurred by County to

Operator, including as an offset against future invoices. County shall be responsible for providing commercially reasonable security measures to ensure the integrity of the System from data leaks, hackers, denial of service attacks, and other unauthorized network intrusions.

For any material updates, new releases, or modifications to the County Software and Equipment, County will provide appropriate trainer personnel by the software or equipment provider or other skilled training resources, and shall be responsible for the costs of obtaining the training from the provider and funding the cost of the training for Operator's personnel.

**B. Operator Responsibilities:**

- i. Operator shall not install, download, disable, add, remove, or otherwise modify any software, equipment, or firmware that connects to the County network or the public safety network without prior written approval by the Contract Administrator and complying the change request process established by County.
- ii. Operator shall not remove or modify any markings to County Software and Equipment designating County's ownership of same, nor shall Operator affix any markings to County Software and Equipment that would otherwise suggest ownership by Operator. Operator shall not use County Software and Equipment for any other purpose other than System Services without prior written approval of County.
- iii. Operator shall be responsible for providing any and all routine supplies required to operate County Software and Equipment, including batteries, copy paper, printer ink, etc., the cost of which shall be included as part of the approved budget for System Services.
- iv. If an Operator-Caused Event causes damage to the County Software and Equipment or causes a need for support or maintenance, Operator is responsible for any and all maintenance charges, including but not limited to the cost of labor and parts. To the extent County pays for such charges, County shall have the right to offset payments to Operator in the amount of such charges. Operator shall bear the entire risk of loss for damage to County Software and Equipment arising from an Operator-Caused Event, excluding acts of God and man-made disaster not arising from Operator's acts or omissions.
- v. Operator may suggest changes or modifications to the type, number, version, kind, or quality of County Software and Equipment at any time. To the extent County implements any requested changes or modifications to County Software and Equipment that materially increase or decrease the cost of providing System Services, the Parties shall agree on an appropriate modification to the rates set forth in Exhibit B, giving due consideration to increased or decreased efficiencies in the provision of System Services.

- vi. Operator acknowledges that County will be optimizing the utilization of radio channels and talk groups, including consolidating underutilized or supplementing overutilized channels or talk groups consistent with the Fitch report recommendations, and utilizing the Engagement Process to the extent applicable. To the extent such optimization increases or decreases the costs of providing System Services, compensation paid under this Agreement will be adjusted accordingly.
- vii. Operator shall collaborate with the County to develop procedures to continue the provision of System Services with manual procedures in the event of technology system failures. If manual procedures are necessary under this provision which increase Operator's labor force or workforce needed to implement such manual procedures, then Operator may submit a written request and documentation substantiating the request for additional compensation for costs incurred as a result of implementing such manual procedures. Upon review and approval by County, County shall fund such reasonable incremental additional costs that are supported by the documentation.

## **7. Staffing**

### **A. Operator Responsibilities:**

- i. Operator shall provide, train, and employ qualified personnel, including call taker and dispatch positions, to provide System Services on a 24/7/365 basis in compliance with the Performance Standards. Operator shall be solely responsible for determining the appropriate levels of staffing, and making any necessary adjustments, to meet the Performance Standards.
- ii. Operator shall be solely responsible for the actions of any and all of its employees when performing System Services.
- iii. Operator shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with the collective bargaining agreement in effect relative to Operator's workforce, all applicable laws, regulations, and requirements relating thereto, including, but not limited to, insurance benefits, employee liability, worker's compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits and other personnel employee benefits.
- iv. Operator shall develop a training program that is consistent with the requirements of the State of Florida and the current selected EMD protocol, EFD protocol, and EPD protocol, as well as incorporate best practices from other industry associations, and shall provide any and all training program materials to County for review upon request. Operator shall operate this training program on an on-going basis to ensure appropriate new-hire training as well as in-service training processes.
- v. Operator, including Operator's insurance/risk manager, will cooperate with County to implement and ensure compliance by Operator's personnel with all recommendations

made by County's risk/zone inspectors regarding the Facilities and any other leased PSAP area(s) to reduce or eliminate any issues that might cause stressors in the work environment; if Operator reasonably determines that any recommendation will cause increased costs to Operator or adversely affect performance, the Parties shall cooperate to implement recommendations as may be implemented at no unfunded additional cost to Operator and no material adverse impact on System Services. If Operator fails to implement any recommendation for which County provides written request to Operator that such recommendation be implemented, Operator shall be solely responsible for any costs, expenses, damages, liabilities, or other losses incurred or required to be paid by County, whether to the lessor under the Lease agreements or to third parties, arising from Operator's failure to implement the recommendation(s), and any such cost, expense, damage, liability or other loss shall be deducted from the amounts otherwise due to Operator under this Agreement. Operator may submit written request to County regarding facility issues. County will investigate such requests and determine, in collaboration with Operator, the appropriate party (i.e., County, Operator or Lessor) responsible for correcting the issue will be identified, and Parties shall cooperate to implement the appropriate action.

- vi. Operator shall ensure that the staff performing the System Services receive and attend sufficient training (including performance evaluation) to perform their jobs in a manner designed to achieve and consistent with the Performance Standards and other terms and conditions of this Agreement, as well as Florida standards for telecommunicator state certification. For any training resources required to be provided by County for new County Software or Equipment, Operator shall ensure its personnel are available and attend the County-provided training, which shall be scheduled cooperatively by the Parties. Operator responsibilities include all personnel costs, wages, overtime, and any other Operator-incurred charges associated with training on any County Equipment or Software other than non-recurring training costs (such as training related to the implementation of new technology, e.g., Priority Dispatch Suite, TXT-2-911).
- vii. Operator shall maintain training programs and written documentation of same. Upon request by County, Operator shall provide documentation of the content and implementation of the training programs to County for review. Operator shall evaluate the effectiveness of training based upon Operator's performance in meeting or exceeding the Performance Standards as one of the primary measures of performance.
- viii. Each Host PSAP shall be managed on-site by a site director or manager ("Site Manager") provided and employed by Operator. If County determines, in its good faith but sole discretion, that an existing Site Manager should be replaced due to unsatisfactory performance, failure to comply with any term or condition of this Agreement, or other factual basis (which shall be provided by County to Operator), County shall notify Operator and the Parties shall cooperate to agree upon an appropriate action plan or other remedy; if the Parties cannot agree and County's concern remain outstanding, the issue shall be submitted under the Escalation Procedures contained herein for final

resolution of the issue, which a resolution may include Operator replacing the Site Manager with a substitute.

## **8. Communication Procedures**

### **A. Operator Responsibilities:**

- i. Operator shall comply with the Change Management Request procedures, forms, and process work flow set forth in the Regional Interlocal Agreement for Cooperative Participation in a Regional Public Safety Intranet (Exhibit H).
- ii. Operator shall not initiate, engage in, or respond to media requests or inquiries regarding the operation of the System without prior approval by the Contract Administrator, except as specifically stated herein. Operator shall respond to any public records request to the extent required by applicable law; Operator may initiate or respond to any media inquiry limited to Operator personnel. To the extent requested by County, Operator shall cooperate and participate in media and public relations events relating to the System. Notwithstanding the foregoing, Operator may conduct training and educational programs for law enforcement personnel, fire rescue, or other nonprofit entities (e.g., ridealongs) in the regular course of law enforcement operations; other site visits shall be coordinated with County and require at least three (3) calendar days' prior notice to County unless otherwise agreed by the Parties or approved by the Contract Administrator in writing.
- iii. Operator shall be responsible for providing timely and complete responses to and otherwise handling all customer or Participating Community complaints relating to delivery of System Services or the performance of the System, including but not limited to items identified from the Incident Management System (as described below), Continuous Quality Improvement Program (CQIP) (as described below), or other quality assurance (QA) initiatives. When a complaint identifies a repetitive operational error across more than a single operator or a systemic problem in the delivery of System Services, Operator shall develop an action plan to remedy the issue and prevent reoccurrence of same. Operator shall promptly notify County of the complaint and Operator's response to same (including any applicable action plan). For any customer or Participating Community complaints relating to County Provided Software and Equipment, Operator shall ensure County is promptly notified of same and County shall be solely responsible for providing the response, unless County requests otherwise.
- iv. Operator shall provide substantive responses and any reasonably requested information and documentation to incidents identified through the Incident Management System (as described below) and shall cooperate with County and take appropriate action to address and remediate any deficiencies or protocol failures noted in connection with any incidents.

- v. Operator shall participate and cooperate in the Quality Assurance program and Continuous Quality Improvement Program conducted by County, including by providing operational expertise and staff support in CQIP team meetings, and by taking appropriate action to address and remedy any deficiencies identified by the QA and CQIP programs. Operator shall provide County and stakeholder public safety agencies with quality reviews of System Services that identify needed process improvements and implementation of those improvements, and that routinely review and confirm that operations are meeting expected performance. Source material for the Continuous Quality Improvement Program shall include, but not be limited to, the Incident Management System Citizen Feedback System, and other QA programs.
- vi. Operator shall identify and maintain a single point of contact for County communications regarding System Services. Unless changed in writing by Operator, that single point of contact shall be the Operator's Director of Regional Communications.

**B. County Responsibilities:**

- i. County shall be responsible for the establishment, coordination and support of any governance and technical boards, including without limitation the ORTs relating to the System and the County Software and Equipment.
- ii. Except as expressly set forth herein or otherwise approved in writing by the County Administrator, County shall be solely responsible for communication with the media and general public regarding activities related to the operation of the System, including all mass communications to residents, businesses, visitors, media, or Participating Communities, including without limitation, responses to media inquiries, news releases, public relations, press kits, community and town hall meetings, and blog, web and social media posts.
- iii. County will manage the Incident Management System (IMS). The IMS will document first responder and participating municipality reports of deficiencies in the quality of System Services.
- iv. County will undertake and perform an independent Quality Assurance (QA) program to evaluate the quality of System Services in a statistically and random basis. Measurements of Quality Assurance shall be used to evaluate Operator performance. County will develop a statistical control system utilizing the QA program data and QA indicators.
- v. County will implement survey instruments to evaluate First Responder and 911-caller experiences. The County will develop a Continuous Quality Improvement Process (CQIP) to evaluate System performance and develop improvement of System Services.
- vi. County may periodically conduct assessments of the System, which assessments may include, without limitation, System performance, stakeholder feedback, Participating

Community feedback and requests, resolution of incidents, performance of County Equipment and Software, and opportunities to improve the System or System Services.

## **9. Participating Communities**

The Participating Communities are identified in **Exhibit A-1**, which shall be updated from time to time by written notice by Contract Administrator. Any modification to the list of Participating Communities shall be documented in an amendment to this Agreement, which may be approved in writing by County Administrator on behalf of County.

If an additional municipality joins the System as a Participating Community during any term, all personnel previously providing call-taking, teletype queries, and dispatch services for such municipality shall be afforded the opportunity to transfer to employment by Operator on comparable terms as to the personnel's then-current salary, to the extent reasonably practicable, which may include a probationary period not to exceed six (6) months and a requirement to obtain a Department of Health Telecommunicator Certification within six (6) months of transfer in, except as to personnel with relevant, documented performance or disciplinary issues.

In the event the number or composition of Participating Communities changes at any point during the term of this Agreement (e.g., if an agency or municipality currently not participating in the System chooses to participate by signing a Participation Agreement to join the System and County agrees to allow same, or if a Participating Community elects to terminate or otherwise modify its participation), the System Services Area shall be automatically modified upon written notice by County to include or remove the applicable geographical region or otherwise address the modification to the participation of the Participating Community in the System. The compensation rate set forth in Exhibit B shall be modified to reflect the change in System Service Area, with an appropriate increase or reduction in compensation to Operator for System Services as agreed to by and between the parties, provided that any resulting reduction in Operator's personnel shall be implemented in a manner to allow sufficient time to comply with any advance notice requirements under applicable law.

## **10. Accreditations and Certifications**

Operator shall maintain the following accreditations and certifications for the duration of this Agreement by the entities indicated unless otherwise agreed by the Parties ("Accrediting Entities"):

- Accredited Center of Excellence (ACE) accredited in EMD, EPD, and EFD
- CALEA Public Safety Communications Accreditation
- APCO Project 33 Training Certification

Operator shall ensure that all personnel maintain the following certifications for the duration of this Agreement:

- Certified in EMD, EPD, and EFD – (Initial and Recertification for all three protocols)
- FLDOH 911 Public Safety Telecommunicator Certification (Initial and Recertification)
- CPR Certification
- FEMA ICS 100
- FEMA ICS 200
- FEMA ICS 700
- FEMA ICS 800
- APCO Fire Service Communications
- APCO LAW Service Communications
- APCO Communications Training Officer (Initial and Recertification); applicable only to CTOs
- Training Instructor Recertification (Initial and Recertification); applicable only to Training Instructors
- CJIS certified

Operator shall be responsible for any and all costs associated with obtaining and maintaining the requisite accreditations (which reasonable or necessary costs shall be included in Operator's annual budget request and approved budget). County shall provide reasonable cooperation to facilitate Operator's continued accreditation, provided that any additional expenses are the responsibility of Operator.

## **11. Reports**

County shall provide Operator with monthly scorecard reports, and Operator shall provide County with any Notice of Proposed Mitigating Circumstances, no later than the second Tuesday-business-day of each month regarding Operator's performance for the prior month. Each scorecard report shall be in the form set forth in Exhibit F, and performance shall be calculated based on the measurement methodology specified in Exhibit F, unless otherwise approved in writing by the Contract Administrator. Upon request by County and within five (5) business days of any such request, Operator shall provide any requested documentation verifying the data set forth in the monthly scorecard report.

Scorecard reports shall include, but are not limited to, Operator's actual number of calls per month in each category of services and Operator's performance as compared to the Performance Standards for each measurement set forth in Exhibit D. The monthly scorecard reports shall be provided no later than the second Tuesday-business-day following the last day of the month.

In addition, County shall provide annual reports for each fiscal year performance that shall, at a minimum, report Operator's performance as compared to the Performance Standards for the applicable year, the call volume anticipated versus actual, and the actual staffing and hours compared to the staffing model utilized for purposes of determining Operator's compensation as set forth in Exhibit B.

County may request, review, and access data, records, and documents of Operator relating to the provision of System Services or expenses related thereto (e.g., employee schedules, staffing models and requirements, payroll reports, expense budget to actual reports, paid time off (PTO) reports, etc.) at any time upon reasonable notice. Operator shall provide the requested reports within ten (10) business days of County's request or, at Operator's election, may instead provide County access to Operator's then-current software and systems that will enable County to generate reports on the workload activity performed by Operator's personnel in any position that is funded (budgeted or actual) in whole or in part by funding provided for System Services under this Agreement, including, without limitation, Operator CJS Positions. To the extent reasonably requested by County, Operator shall promptly provide such other and additional information relating to Operator's performance as County may reasonably request.

Operator shall, on a monthly basis and at such other times as reasonably requested by County, provide County with documentation identifying all public records requests made regarding System Services and the response made to same, including the date of the request, the date of the response, and the public records provided. Operator shall provide County with access to the public records response system in which all such public records requests shall be inputted, tracked, and the response identified.

**EXHIBIT A-1  
PARTICIPATING COMMUNITIES**

City of Coconut Creek  
City of Cooper City  
City of Dania Beach  
Town of Davie  
City of Deerfield Beach  
City of Fort Lauderdale  
City of Hallandale Beach  
City of Hillsboro Beach  
City of Hollywood  
City of Lauderdale-By-The-Sea  
City of Lauderdale Lakes  
City of Lauderhill  
Town of Lazy Lake  
City of Lighthouse Point  
City of Margate  
City of Miramar  
City of North Lauderdale  
City of Oakland Park  
City of Parkland  
City of Pembroke Park  
City of Pembroke Pines  
City of Pompano Beach  
City of Sea Ranch Lakes  
City of Southwest Ranches  
City of Sunrise  
City of Tamarac  
City of West Park  
City of Weston  
City of Wilton Manors

## **EXHIBIT B Payment Schedule**

Operator shall be compensated at the rates set forth herein for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

### **1. System Services Fee**

Operator shall invoice County and be paid by County for System Services on a monthly basis based upon the agreed upon rate for each fiscal period as reflected in the annual fiscal year final budget approved by the County Commission ("System Services Fee"), which will be primarily based upon the Erlang/Retains model of staffing recommended by Fitch and includes evaluation of the full time equivalent number of civilian personnel in the appropriate number to provide administrative oversight, system support services, and staff call taker and dispatch positions on an hour by hour basis to meet the hourly workload and performance parameters to provide System Services on a 24/7/365 basis, as stated herein, as reflected in the annual budget approved by the Board.

The System Services Fee is based upon the appropriate number of civilian personnel required to provide administrative oversight and system support services and to staff call taker and dispatch positions on an hour by hour basis to meet the hourly workload based upon the annual agreed upon processing time for emergency calls ("Processing Time"), average call volumes ("Base Call Volume"), the net available work time per person ("Net Available Work Time"), and the Performance Parameter Criteria stated in Section C below (i.e., the Erlang/Retains Analysis) (as those terms are defined herein) to provide System Services on a 24/7/365 basis. **Processing Time** is the call processing time for emergency calls that is reasonably required, with appropriate management by Operator and pursuant to approved procedures, and may be adjusted with written approval of Contract Administrator. **Net Available Work Time** are the available work hours per call taker or dispatcher (inclusive of all permitted breaks) per year. The Parties shall review the Processing Time, the Net Available Work Time, the Base Call Volume, and the Participating Communities on an annual basis. The System Services annual fee for fiscal year 2018-2019 is calculated based a **Base Call Volume** of 2,400,000, and upon 29 **Participating Communities**.

Both parties acknowledge that the budget developed for each fiscal year is premised on the number of Participating Communities, the Base Call Volume, the Net Available Work Time, and the Processing Time, but may include any other considerations or historical data as the Parties agree or the Board of County Commissioners otherwise deems appropriate for consideration. In the event that there is a change in the number of Participating Communities, a material change in Base Call Volume or Available Work Time, or the Processing Time for emergency calls materially increases or decreases (including, without limitation, as a result of the inclusion of EFP or EPD or

the implementation of TXT2-911) with an associated material change in costs to Operator to achieve the Performance Standards, then the consideration due Operator shall be modified by written agreement of the Parties to reflect the costs based upon the change in Participating Communities, Base Call Volume, Available Work Time, or Processing Time. Any increase or decrease in the Base Call Volume or Processing Time that is identified by a party as the basis for an adjustment to System Services fee shall be independently verified by the other party (or outside consultant, at either party's election); if the parties cannot agree upon the appropriate adjustment (if any), either party may invoke the Escalation Procedures or the Audited Costs Adjustment. In the event that a Participating Community is added to or removed from the System for any reason during any fiscal year, the System Services Fee/approved budget shall be modified by County to reflect the modified actual costs to Operator. County shall implement any budget adjustments under this Agreement pursuant to County policy, and County Administrator may execute any amendment to affect the modifications described in this section.

**A. Fiscal Year Adjustment**

For each fiscal year, County shall work with Operator to develop a proposed budget for recommendation to, and approval by, the Board of County Commissioners, which proposed budget shall be submitted on or before the preceding May 1 of each year. The budget shall include line item details for all personnel services (salaries and fringe benefits) and all operating expenses for System Services. Each line item will include a description of how it was calculated. A position by position salary schedule will be included in the detail backup for salary line item.

The budget shall be developed in accordance with County's rules and procedures for budget development, subject to BSO's internal budget development procedures that may require additional calculations and developmental processes. The development of the budget addressed herein is a mechanism to arrive at the proper compensation to Operator as a vendor providing System Services pursuant to a contract for services. The Parties acknowledge and agree that the budget process addressed herein is separate and distinct from the budget process and appeal rights established in Section 30.49, Florida Statutes; the Parties further agree that the provisions of Section 30.49, Florida Statutes, are not applicable to the budget developed for this contract for services, accordingly, there shall be no rights of appeal to the Administration Commission of the State of Florida.

In the event the Parties are unable to agree on a budget by June 1, County Administrator and Sheriff may meet within seven (7) calendar days in an attempt to resolve any issues related to the budget. In the event that the Parties are unable to resolve the budget issues, either party may provide the other a notice of termination; provided, however that Operator shall continue to provide System Services through the then-current year term. Operator at all times reserves the right to petition the Board for additional funding or for budget approval of its submitted budget upon exhausting all negotiations with the County Administrator relative to the same. In addition, if the Parties are unable to agree upon the adjustment to the System Services fee for any fiscal year, County may solicit other vendors to provide System Services in accordance with the terms of this Agreement. To the extent the County elects to procure System Services from

another vendor on materially the same terms as set forth herein, prior to County so proceeding, Operator shall be allowed the opportunity to provide System Services at the same rate offered by the lowest competing vendor with a comparable labor environment, which rates shall then be documented in an appropriate amendment as the modified rates for this Agreement.

It is acknowledged and agreed by both Parties that the System Services Fee or other compensation set forth in the approved budget is the maximum payable and constitutes a limitation upon County's obligation to compensate Operator for its services related to this Agreement. Notwithstanding the foregoing, in the event an unforeseen event, peril, local or national emergency causes a material increase in the call volumes resulting in an increase in operational expenses during any fiscal year, Operator shall submit to County, in writing, detailed information and documentation to support its request for additional operating expenses. Following receipt of the written documentation, County and Operator agree to enter into negotiations to address the necessity for an amendment to the then-current fiscal year budget. Any amendment to the budget will be subject to approval by the Board. If the parties cannot agree on the appropriate additional compensation provided under this provision, the issue may be submitted to the Board for a decision.

**B. Other Costs Adjustment**

In addition to the foregoing, for any fiscal year or portion thereof, County may elect to engage an independent consultant, accountant, or auditor ("Adjuster") to conduct procedures relating to Operator costs and expenses for the provision of System Services to verify the price justification for the System Services fee. Operator shall cooperate and provide any information, data, and documents reasonably requested by the independent Adjuster. In the event the Adjuster determines that the System Services fee differs from Operator's actual costs and expenses of providing System Services for the applicable period by more than 5%, the Parties shall agree upon an appropriate modification of the System Services fee for the applicable period (and subsequent periods, if applicable) by amendment.

Nothing herein precludes Operator from obtaining an independent or third-party assessment to conduct a cost assessment, salary and benefit study, or other analysis, and providing same for consideration by County at any time, provided however that Operator shall be solely responsible for all costs and expenses in connection with any such undertaking or engagement (and any such costs and expenses shall not be paid from System Services funds).

Both parties acknowledge that the budget developed for each fiscal year is premised generally on the actual and anticipated number of Participating Communities, Base Call Volume, Processing Time, and Net Available Work Time. Consideration of these factors does not preclude consideration of any other factors the Parties or the Board may deem appropriate. In the event that there is a change in the number of Participating Communities or a material change in Base Call Volume, then the consideration due Operator shall be modified by agreement of the Parties to reflect the actual costs based upon the actual number of Participating Communities and/or the change in Base Call Volume. Additionally, in the event that a Participating Community is

removed from the System for any reason during any Fiscal Year, the approved budget shall be reduced by County to reflect the actual costs based upon a projected diminution of Base Call Volume. County shall implement any budget adjustments under this Agreement pursuant to County policy, and in accordance with any advance notice requirements that may apply pursuant to applicable law.

C. Erlang/Retains Analysis:

This analysis was developed by County's consultant based upon Erlang formulas using performance parameters demonstrated in hour by hour Erlang tables as follows:

Intake (Call Taker) Workstations:

- a) Answer delays are calculated for each hour-of-day at the 95th percentile.
- b) Hourly answer delays are weighted by the event count in each hour.
- c) The weighted average answer delay is calculated over the whole 24 hours.

First Performance Parameter Criteria: Weighted average answer delay (over 24 hours) < 6 seconds @ 95th percentile.

Second Performance Parameter Criteria: Answer delay in any single hour < 2 X (6 seconds @ 95th percentile)

Assignment (Dispatch) Workstations:

- a) Latencies are calculated for each hour-of-day at the 95th percentile.
- b) Hourly latencies are weighted by the event count in each hour.
- c) The weighted average latency is calculated over the whole 24 hours.

First Performance Parameter Criteria: Weighted average latency (over 24 hours) < 6 seconds @ 95th percentile.

Second Performance Parameter Criteria: Latency in any single hour < 2 X (6 seconds @ 95th percentile)

Fire Rescue Multiple Station Response (msr) Radio Workstation:

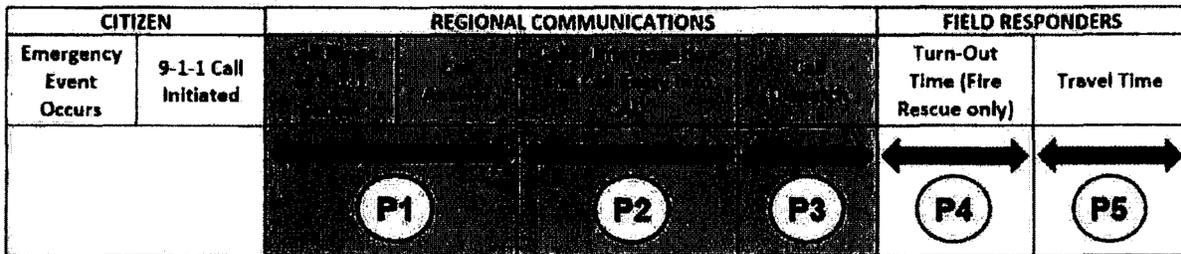
Latency at the FR msr Radio workstation in Option 2 is a special case. This workstation handles radio support for incidents requiring multi-station responses.

**EXHIBIT C**  
**RILA**

## EXHIBIT D PERFORMANCE STANDARDS

The performance of the System Services and System will be based on the Lifecycle of an Emergency Call for calls received on the emergency lines. As illustrated in Diagram 1 below, operational performance indicators P1, and P2/P3 will be measured against the performance standards defined in Diagram 2 below, and industry best practice standards for those measurements that are not defined in Diagram 2. (The P2/P3 measurement is defined as the time interval from call answer until a unit is dispatched.)

**Diagram 1**



**KEY:**

**P1: Call Answer:**

Time Range of metric: Phone system received call to Call Answer

Definition: The duration of time a caller had to wait before being connected to a Call Taker.

**P2: Call Entry**

Time Range of metric: Call Answer to Call Entry

Definition: The duration of time for a Call Taker to enter a CFS into the CAD System after being connected to the caller. This metric ends at the point the Call Taker has submitted the event to the Dispatcher.

**P3: Call Dispatch**

Time Range of metric: Call Entry to Call Dispatch

Definition: The duration of time for a Dispatcher to assign a resource (unit) to the event in the CAD system.

**P2/ P3: Call Processing**

Time Range of metric: Call Answer to Call Dispatch

Definition: The duration of time between a caller being connected to a Call Taker and the Dispatcher assigning a resource (unit) to the related event.

**P4: Turnout Time**

Time Range of metric: Call Dispatch to Unit Enroute

Definition: The duration of time between the first unit dispatched and the first unit enroute.

**P5: Travel Time**

Time Range of metric: Unit Enroute to Unit Arrival

Definition: The duration of time between the first unit enroute and the first unit arrival on scene.

## 2. Operational Performance Measurements

Operational performance evaluation will be based, in part, upon indicators P1, and P2/P3.

- The P1 measurement is defined as the call answer time. The Busy Hour, for purposes of this Agreement, is the hour each day with the greatest call volume which is defined as of the Effective Date as 18:00 based on historical data. The Parties shall reevaluate the "Busy Hour" at least once every 12 months and redefine the "Busy Hour" effective October 1 in a prospective manner based on historical data from July through June of the prior calendar year.
- The P2/P3 measurement is defined as the time interval from call answer until a unit is dispatched.
- Significant new equipment or technology requiring a cutover or systemwide training on the new equipment or technology shall be presumed to include a 90 day transition period (or such longer period as the Parties may agree) during which period one or more performance measurements may be affected; the Parties shall cooperate to address impact on performance due to new equipment or technology as a pre-approved Mitigating Circumstance for a period of 90 days (or such longer period as the Parties may agree) of impacted performance measures, or such shorter or longer time as agreed by the Parties.
- If and to the extent the engagement process results in the affirmative votes of approval by both the Fire Chiefs and the Police Chiefs for the Participating Municipalities of a proposed exclusion of certain specifically-defined data from the data set included in the performance evaluation (e.g., specifically defined "outlier" data), such approved exclusion shall be implemented by in the next monthly performance evaluation following such affirmative votes of approval.

**Diagram 2**

Metric	Target
P1 Call Answer Time - Busy Hour (NENA 56-005)	90% within 10 seconds
P1 Call Answer Time - Number of Days Meeting Busy Hour Performance	100% of days in the month
P1 Call Answering Time - All 911 Calls (NENA 56-005)	95% within 20 seconds
P1 Call Answer Time - Alarm Lines	95% within 15 seconds
P1 Call Answer Time - Alarm Lines	99% within 40 seconds

Metric	Target
P2/P3 EMS / Specialized Call for Service Processing Time	90% within 90 seconds (as defined in the then-effective edition of NFPA 1221)**
P2/P3 EMS / Specialized Call for Service Processing Time	99% within 120 seconds (as defined in the then-effective edition of NFPA 1221)**
P2/P3 Fire Call for Service Processing Time	90% within 64 Seconds (as defined in the then-effective edition of NFPA 1221)**
P2/P3 Fire Call for Service Processing Time	90% within 64 seconds (as defined in the then-effective edition of NFPA 1221)**

\*\* These targets are being evaluated by the stakeholders and the Engagement Process; any modification approved by the stakeholders through the Engagement Process shall be automatically updated herein. Provided that Operator has initiated and is actively pursuing the Engagement Process with the stakeholders to consider a modification to the P2/P3 standards, for a period of 90 days after execution of this agreement, noncompliance to the referenced P2/P3 standards shall be deemed subject to a mitigating circumstance and as such shall not be the basis for a noncompliance determination by County.

**Law Enforcement Call Process Time Standard:**

There is no performance standard for law enforcement calls. However, reporting for priority one and priority two law enforcement calls shall be determined on the basis of P2/P3.

**3. Other Quality Measurements**

**A. Emergency Medical Dispatch Standard:**

The then-effective International Academies of Emergency Dispatch (IAED) performance and compliance standards related to EMD Accredited Center for Excellence (ACE) accreditation standards, as defined in Diagram 3 below, shall be applied to evaluate Operator performance. Revisions to the IAED EMD Operator performance compliance standards shall be mutually agreed upon by the Contract Administrator and Operator representative in writing through a revision of Exhibit D.

**Diagram 3**

EMD Standard for ACE Accreditation Compliance	Target
Partial Compliance	10%
Low Compliance	10%
Non-Compliant	7%

EMD Standard for ACE Accreditation Deviation	Percentage of Deviation Accepted
Critical Deviation	3%
Major Deviation	3%
Moderate Deviation	3%
Minor Deviation	3%

**B. Emergency Fire Dispatch Standard:**

The then-effective IAED performance and compliance standards related to EFD ACE accreditation standards shall be applied to evaluate Operator performance. Upon implementation of EFD in the System as indicated by written notice to Operator by Contract Administrator, IAED EFD Operator performance compliance standards shall be mutually agreed upon in writing by the Contract Administrator and Operator representative through a revision of Exhibit D.

**Diagram 4**

EFD Standard for ACE Accreditation Compliance	Target
Partial Compliance	10%
Low Compliance	10%
Non-Compliant	7%

EFD Standard for ACE Accreditation Deviation	Percentage of Deviation Accepted
Critical Deviation	3%
Major Deviation	3%
Moderate Deviation	3%
Minor Deviation	3%

**C. Emergency Police Dispatch Standard:**

The then-effective IAED performance and compliance standards related to EPD ACE accreditation standards shall be applied to evaluate Operator performance. Upon implementation of EPD in

the System as indicated by written notice to Operator by Contract Administrator, IAED EPD Operator performance compliance standards shall be mutually agreed upon in writing by the Contract Administrator and Operator representative through a revision of Exhibit D.

**Diagram 5**

<b>EPD Standard for ACE Accreditation Compliance</b>		<b>Target</b>
<b>Partial Compliance</b>		<b>10%</b>
<b>Low Compliance</b>		<b>10%</b>
<b>Non-Compliant</b>		<b>7%</b>
<b>EPD Standard for ACE Accreditation Deviation</b>		<b>Percentage of Deviation Accepted</b>
<b>Critical Deviation</b>		<b>3%</b>
<b>Major Deviation</b>		<b>3%</b>
<b>Moderate Deviation</b>		<b>3%</b>
<b>Minor Deviation</b>		<b>3%</b>

**EXHIBIT E**  
**WORK AUTHORIZATION FOR AGREEMENT \_\_\_\_\_**

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Contract Number: \_\_\_\_\_

Work Authorization No. \_\_\_\_\_

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This Work Authorization is between Broward County and \_\_\_\_\_ ("Operator") pursuant to the Agreement, executed on \_\_\_\_\_. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

**Services to be provided:** [DESCRIBE IN DETAIL]

Agreement at issue is  Lump Sum/  Not-to-Exceed for amount: \$ \_\_\_\_\_

The time period for this Work Authorization will be from the date of complete execution until \_\_\_\_\_ (\_\_\_\_) days after County's Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

**Fee Determination:** Payment for services under this Work Authorization is as follows:

General Services \$ \_\_\_\_\_

Goods/Equipment \$ \_\_\_\_\_

Total Cost of this Work Authorization \$ \_\_\_\_\_

The foregoing amounts shall be invoiced by Operator:

Monthly in arrears

Upon completion of all goods and services and County written acceptance of same

Other: \_\_\_\_\_

---

**County**

\_\_\_\_\_  
Contract Administrator Date

\_\_\_\_\_  
Project Manager Date

\_\_\_\_\_  
Board and/or Designee Date

---

**Operator**

\_\_\_\_\_  
Signed Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

**EXHIBIT F  
Monthly Report Scorecard Form**

**Monthly Contracted Performance Scorecard  
Broward County Regional Consolidated Dispatch System**

Metric	Count	Attained	Target	Attainment Percentage	Delta/Echo Attainment
P1 Call Answer Time - Busy Hour of 1800 hrs. (NENA 56-005)			90% within 10 seconds		
P1 Call Answer Time - Number of Days Meeting Busy Hour Performance			100% of days in the month		
P1 Call Answering Time - All 911 Calls (NENA 56-005)			95% within 20 seconds		
P1 Call Answer Time - Alarm Lines			95% within 15 seconds		
P1 Call Answer Time - Alarm Lines			99% within 40 seconds		
P2/P3 EMS / Specialized Call for Service Processing Time (NFPA 1221)			90% within 90 seconds		
P2/P3 EMS / Specialized Call for Service Processing Time (NFPA 1221)			99% within 120 seconds		
P2/P3 Fire Call for Service Processing Time (NFPA 1221)			80% within 60 Seconds		
P2/P3 Fire Call for Service Processing Time (NFPA 1221)			90% within 64 seconds		
P2/P3 Fire Call for Service Processing Time (NFPA 1221)			95% within 106 seconds		

**QUALITY ASSURANCE AND ACCREDITATION**

EMD Standard for ACE Accreditation Compliance	Target	TARGET COMPLIANCE	Delta/Echo Attainment
High Compliance			
Compliant			
Partial Compliance	10%		
Low Compliance	10%		
Non-Compliant	7%		

EMD Standard for ACE Accreditation Deviation	Percentage of Deviation Accepted	Percentage of Deviation	Delta/Echo Attainment
Critical Deviation	3%		
Major Deviation	3%		
Moderate Deviation	3%		
Minor Deviation	3%		

EFD Standard for ACE Accreditation Compliance	Target	TARGET COMPLIANCE	Delta/Echo Attainment
High Compliance			
Compliant			
Partial Compliance	10%		
Low Compliance	10%		
Non-Compliant	7%		
EFD Standard for ACE Accreditation Deviation	Percentage of Deviation Accepted	Percentage of Deviation	Delta/Echo Attainment
Critical Deviation	3%		
Major Deviation	3%		
Moderate Deviation	3%		
Minor Deviation	3%		
EPD Standard for ACE Accreditation Compliance	Target	TARGET COMPLIANCE	Delta/Echo Attainment
High Compliance			
Compliant			
Partial Compliance	10%		
Low Compliance	10%		
Non-Compliant	7%		
EPD Standard for ACE Accreditation Deviation	Percentage of Deviation Accepted	Percentage of Deviation	Delta/Echo Attainment
Critical Deviation	3%		
Major Deviation	3%		
Moderate Deviation	3%		
Minor Deviation	3%		

**EXHIBIT G**  
**Root Cause Identification Form**

**P1-Call Answer Time Mitigation**

**I. Metrics Attained:**

- 90/10 Busy Hour (determined annually)
- 95/20
- 95/15 Alarm
- 99/40 Alarm

**II. What activities do you attribute to attaining these metrics (select all that apply)?**

- Forecasting
- Adherence to Schedule
- Adherence to Policies/ Procedures
- Training
- Management

- Quality Assurance
- Other (explain below)

**III. Metrics Not Attained:**

- 90/10 Busy Hour (determined annually)
- 95/20
- 95/15 Alarm
- 99/40 Alarm

**IV. What activities contributed to not attaining these metrics (select all that apply)?**

- Forecasting
- Adherence to Schedule
- Adherence to Policies/ Procedures
- Training
- Management
- Quality Assurance

- Mitigatable Circumstances  
(explain in section V)
- Other (explain below)

V. Document any mitigating circumstances:

**Natural Disaster - List Dates & Times**

**Major System Failure - List Dates & Times**

**Major Unpredictable Incident/ Surge - List Dates & Times**

**Other - List Dates & Times**

### Performance Improvement Plan

What was the primary root cause for non-compliance?

Describe how this issue will be prevented in the future?

What countermeasures will be implemented and when?

How will success be measured?

**P2/P3-Call For Service Mitigation**

**I. Metrics Attained:**

- 90/90
- 99/120
- 80/60
- 90/64
- 95/106

**II. What activities do you attribute to attaining these metrics (select all that apply)?**

- Forecasting
- Adherence to Schedule
- Adherence to Policies/ Procedures
- Training
- Management

- Quality Assurance
- Other (explain below)

**III. Metrics Not Attained:**

- 90/90
- 99/120
- 80/60
- 90/64
- 95/106

**IV. What activities contributed to not attaining these metrics (select all that apply)?**

- Forecasting
- Adherence to Schedule
- Adherence to Policies/ Procedures
- Training
- Management
- Quality Assurance

- Mitigatable Circumstances  
(explain in section V)
- Other (explain below)

V. Document any mitigating circumstances:

**Natural Disaster - List Dates & Times**

**Major System Failure - List Dates & Times**

**Major Unpredictable Incident/ Surge - List Dates & Times**

**Other - List Dates & Times**

**Performance Improvement Plan**

**What was the primary root cause for non-compliance?**

**Describe how this issue will be prevented in the future?**

**What countermeasures will be implemented and when?**

**How will success be measured?**

## Exhibit H

<b>ADMINISTRATION AND GOVERNANCE</b>		
<b>Primary System Roles</b>	Administrator of Contract and System	Operator of System
<b>Agreement Responsibility</b>	Ensure compliance with Participation and Operator Agreements, and County Charter and Regional Interlocal Agreements	Comply with Operator Agreement and Regional Interlocal Agreements
<b>System Services Expectation</b>	Ensure System Services are being delivered as specified in agreements	Deliver System Services based on contract
<b>Operational Functions</b>	Provide performance reporting to public and Participating Municipalities, operational funding, management, administration, and oversight of the system	Provide for hiring, training, supervision, direction, and discipline and management of personnel performing System Services (day-to-day operations of PSAPs; query-only teletype; call taking and dispatch functions for 911 and Non-Emergency Calls for fire, medical, and police services)
<b>Regional Technology</b>	Provide regional technology for performing System Service functions	Utilize regional technology to perform regional communications functions
<b>Governance/ Committees</b>	Support governance or technical boards related to System Services, equipment, and processes; chair existing Regional technology governance committees	Participate/attend governance boards requiring Communications or Operator representation
<b>Program Management</b>	Program manage/ management oversight; establish intervals to review performance of system services; Review requests above the base level of System Services, identify costs, and assess for approval	Participate in monthly or ad hoc meetings to review performance of System Services; provide status report on Action Items
<b>System Auditing</b>	Audit System Services, operational components, activities, and performance and providing Operator copies of the reports/audits.	Provide access to records requiring audit not readily available to County within the System.
<b>Regional Change Management</b>	Manage change approval process for changes to Regional System Services and/ or Technology; provide final approval	Approve or disapprove regional changes
<b>Change Management Requests</b>	Manage CMR process and distribute CMRs to Regional contacts	Submit CMRs for any changes related to or that impact Regional Systems or Services; Participate in CMR call
<b>REGIONAL POLICY AND PROCEDURES</b>		
<b>Regional Policy Development and Management</b>	Audit processes and workflows for System Services; Evaluate, discuss, research and submit System Services	Develop, document, implement, and enforce operating procedures and policies for System Services; Evaluate,

	policy recommendations	discuss, research, and recommend policies and procedures related to field and Communications protocols
<b>Policy Revisions</b>	Approve regional policy changes in accordance with the ORT change approval process	Draft, distribute, and implement Regional policy revisions, additions, or modifications to the Regional Stakeholders and County for comment
<b>Policy Change Approvals</b>	Approve regional policy changes in accordance with the ORT change approval process	Submit and sign policy change approvals
<b>Change Management Requests</b>	Manage CMR process and distribute CMRs to Regional contacts	Revise policy and submit CMR. Participate in CMR call.
<b>Personnel Notifications and Training</b>	Distribute policy changes to respective Participating Communities	Distribute policy changes to Operator personnel and perform necessary training
<b>Policy Maintenance</b>	Provide Stakeholders a secure centralized location to store regional policies; provide access credentials	Maintain revision control of regional policies in the centralized location, accessible by all Regional Stakeholders
<b>PUBLIC COMMUNICATIONS</b>		
<b>Communication to members of the public</b>	Communicates System Service activities, performance, and issues to residents, businesses, visitors, media, Participating municipalities, and Operator	Obtain County approval to communicate System Services activities, performance, and issues to residents, businesses, visitors, media, and Participating Municipalities (except public records requests and except issues related to Operator's personnel)
<b>Communication to media</b>	Communicating System Service activities, performance or issues via media or social media	Obtain County approval to communicate System Services activities, performance, and issues via media or social media (except public records requests and except issues related to Operator's personnel)
<b>Communication to committees</b>	Communicating System Service activities, performance or issues to committees inside and outside the governance structure of System Services	Obtain County approval to communicate System Services activities, performance, and issues via media or social media (except public records requests and except issues related to Operator's personnel)
<b>FINANCIAL</b>		
<b>Financial Roles</b>	Provide and manage the operational funding necessary to operate System	Submit any County requested documents to substantiate fee

	Services	structure by May 1st deadline
<b>Financial Reporting</b>	Define financial reporting requirements for the Operator	Reporting of all expenditures by pay period and monthly, as defined by County
<b>Budget Proposal Process</b>	Analysis and review of proposed budget; final approval of budget by the Board of County Commissioners	Submit any County requested documents to substantiate fee by May 1st deadline
<b>QUALITY OF SYSTEM SERVICES AND PERFORMANCE</b>		
<b>QA/QI Administration Roles</b>	Overall responsibility of the QA/QI process of System Services other than as stated in Section 8.1 (Operator's sole and exclusive responsibility for its employees).	Comply with EMD, EFD, and EPD -QA processes in the delivery of System Services and overall QA system Services; maintain ACE accreditation
<b>Performance Standards</b>	Overall administration, monitoring, and reporting results of Key Performance Indicators and Performance Standards; audit and tracking of System performance.	Achievement of defined performance standards, productivity, and evaluation of training effectiveness; perform to the contracted level of performance
<b>Qualitative Measures</b>	Evaluate delivery of System Services using data, including: Incident Management System, first responder and caller surveys, performance measures, resident feedback system, and customer/client feedback; audit and tracking of System Services	Researches and provides responses to any concerns received regarding System Services
<b>Public Feedback</b>	Provides system for public to submit feedback on Regional services received	Researches and provides responses to any concerns received regarding System Services and provides information to the public and to County.
<b>Analysis and QI Measures</b>	Administer QI process, data analysis, and communicate system improvement opportunities for corrective action; report status of corrective actions	Perform root cause analysis to identify and implement corrective measures; provide status of corrective measures to County
<b>PERFORMANCE AND SYSTEM REPORTING</b>		
<b>Monthly Reporting</b>	Monthly reporting of system performance and activities by scorecards and summary reports	Participate in operations reporting meetings; Recipient of Monthly Report
<b>Annual Report Development</b>	Development of Annual Report	Review of Annual Report Draft for revision or exhibit submission
<b>Annual Reporting</b>	Annual reporting of system performance and activities	
<b>Performance Standard Noncompliance</b>	Reporting performance standard noncompliance to Operator	Review its noncompliance and analyze root causes; prepare mitigation documents and action

		plans as per Section 8.A.iii and participate in monthly operations meetings to discuss scorecards and mitigation documents and action plans
<b>Mitigating Circumstances</b>	Review and communicate written approval or denial of Operator's mitigating circumstances documents	Provide written mitigating circumstances on monthly basis (if applicable)
<b>Action Plan</b>	Approve plans for corrective action provided by Operator. Develop written action plan to address any noncompliance items that are not addressed by Operator in the mitigating circumstances process.	Provide written action plan to address noncompliance (to the extent required under Section 8.A.iii); Implement Action Plan; provide status of action items to County
<b>Systemic Equipment Issues</b>	Provide a quarterly report to Operator of all systemic equipment issues affecting System Services	
<b>FACILITIES</b>		
<b>Agreement Responsibility</b>	Ensure compliance with Facility Lease Agreements; Ensure facilities are available and up to standards for the delivery of System Services during normal and "emergency" conditions	Perform services at designed PSAP locations
<b>Facility Maintenance and Repair</b>	Communicating with the Host PSAP municipalities' representatives regarding facility maintenance or repair issues	Reporting facility maintenance or repair issues to County for resolution
<b>Documentation Requests</b>	Requesting facility maintenance or repair documents from the Host PSAP representatives.	Advising County of any documentation needed for accreditations