

AGREEMENT

between

BROWARD COUNTY

and

SHERIFF OF BROWARD COUNTY, FLORIDA

for

**THE OPERATION OF CALL-TAKING, TELETYPE (QUERIES ONLY) AND
DISPATCH SERVICES FOR THE CONSOLIDATED REGIONAL
E-911 COMMUNICATIONS SYSTEM**

AGREEMENT

between

BROWARD COUNTY

and

SHERIFF OF BROWARD COUNTY, FLORIDA

for

**THE OPERATION OF CALL-TAKING, TELETYPE (QUERIES ONLY) AND
DISPATCH SERVICES FOR THE CONSOLIDATED REGIONAL
E-911 COMMUNICATIONS SYSTEM**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

SHERIFF OF BROWARD COUNTY, FLORIDA, hereinafter referred to as "OPERATOR."

WHEREAS, COUNTY created the Broward County Consolidated Communication Implementation Advisory Board (the "I-Board") consisting of municipal managers/administrators from all Broward County municipalities, the County Administrator, the Sheriff or designee, a representative from the Broward County Chiefs of Police Association, and a representative from the Fire Chiefs Association of Broward County, to review, consider, and make recommendations to the Board of County Commissioners relating to the creation, governance, funding, and operations of a regional and cooperative consolidated E-911 communications system; and

WHEREAS, the I-Board issued a final report in February 2013 which contained a series of recommendations which included a recommendation that Broward County ("COUNTY") create and wholly-fund a cooperative countywide consolidation of E-911 communications to be operated (or contracted for operation) by COUNTY; and

WHEREAS, the City Commissions of 23 of Broward County's 31 cities, some of which are cities that contract with the Sheriff for law enforcement and fire rescue services including call-taking and dispatch services, passed resolutions requesting that COUNTY fund the cooperative countywide consolidation of E-911; and

WHEREAS, the municipal function of providing emergency call processing in a large county with numerous cities has resulted in a fragmented system of emergency call-taking and dispatching; and

WHEREAS, COUNTY has determined that the current fragmented system of emergency call-processing and dispatching is inefficient, costly, and may result in delays involving the transfer of calls among numerous dispatch centers; and

WHEREAS, the establishment and maintenance of a Consolidated Regional E-911 Communications System will promote the health, safety, and general welfare throughout Broward County by improving the safety of first responders and persons residing or traveling throughout Broward County, reduce or eliminate call transfers that result in delayed responses, result in significant cost savings, and promote efficient and cost effective migration to consolidated new technologies; and

WHEREAS, COUNTY has determined that it is in the interest of the public health, safety and welfare of its residents, businesses, and those visitors that travel through or spend time within the boundaries of Broward County to create a Consolidated Regional E-911 Communications System to provide call-taking, teletype (queries only), and dispatching services which COUNTY shall operate, or contract to operate; and

WHEREAS, COUNTY has invited all municipalities located within Broward County to participate in the System; and

WHEREAS, the parties to this Agreement acknowledge and agree that, except for the unincorporated area of Broward County, COUNTY does not have the legal obligation to financially support police, fire, and emergency medical service ("EMS") dispatch within municipalities and COUNTY is voluntarily agreeing, by majority vote of its Board of Commissioners, to wholly fund police, fire, and EMS dispatch, subject to available funding; and

WHEREAS, COUNTY, with the cooperation from Municipalities, shall continue to meet its responsibilities to establish a countywide communications infrastructure for fire and emergency services as set forth in Section 5.03 of the Charter of Broward County, Florida; and

WHEREAS, the Consolidated Regional E-911 Communications System ("System") shall consist of COUNTY's unincorporated area, Port Everglades, Fort Lauderdale-Hollywood International Airport, and any and all municipalities located within the geographic boundaries of Broward County that enter into this Agreement and agree to the conditions for participation in the System; and

WHEREAS, the responsibility for the management, administration, and oversight relating to the creation and operation of the Consolidated Regional E-911 Communications System shall reside with COUNTY; and

WHEREAS, COUNTY has the option to perform, or enter into a contract with a vendor to perform, call-taking, teletype (queries only), and dispatch operations of the System; and

WHEREAS, COUNTY has determined that it is desirable to enter into a performance based contract for the call-taking, teletype (queries only), and dispatch operations of the System and OPERATOR has agreed to perform such services, NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and OPERATOR agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of the Broward County government by the Charter of Broward County, Florida.
- 1.2 Agreement. The term "Agreement" shall mean this Agreement between COUNTY and OPERATOR.
- 1.3 Administrative Call. The term "Administrative Call" shall mean 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. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.
- 1.4 Alarm Lines. The term "Alarm Lines" shall mean 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.
- 1.5 Board of County Commissioners. The term "Board of County Commissioners" or "County Commissioners" or "County Commission" shall mean the Board of County Commissioners of Broward County, Florida.
- 1.6 Capital. The term "Capital" shall mean costs for machinery, equipment, vehicles or other tangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. The term Capital shall exclude (i) call-taking and dispatch equipment and other capital items that are purchased by COUNTY pursuant to the provisions of Section 5.03A of the Charter of Broward County, (ii) capital improvements to Host PSAP facilities and (iii) the

costs of machinery, equipment, vehicles or other tangible assets that are used in operations which are located in a PSAP that has not been designated as a Host PSAP by COUNTY.

- 1.7 City Limits. The term "City Limits" shall mean the geographical areas of a Participating Community as they currently exist or as may be amended during the term of this Interlocal Agreement or any Renewal Term.
- 1.8 Consolidated Regional E-911 Communications System or System. The term "Consolidated Regional E-911 Communications System" or "System" shall mean the consolidated 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.
- 1.9 Contract Administrator. The term "Contract Administrator" shall mean the Broward County Administrator or designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with OPERATOR and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.10 COUNTY. The term "COUNTY" shall mean, depending upon the context, either (a) the geographical area contained within unincorporated Broward County, Florida, a political subdivision of the state of Florida, or (b) the government of Broward County, acting through the County Commission or its designee.
- 1.11 Emergency Call. The term "Emergency Call" shall mean a call that requires immediate law enforcement, EMS, or fire rescue call for service dispatch, or a combination thereof.
- 1.12 Fiscal Year. The term "Fiscal Year" shall mean October 1 to September 30.
- 1.13 Host PSAP. The term "Host PSAP" shall mean a facility providing the service and housing the equipment and personnel that provide E911 call-taking, teletype (queries only), and dispatching services for the Consolidated Regional E-911 Communications System and specifically designated by the COUNTY as a Host PSAP.
- 1.14 Non-Emergency Call. The term "Non-Emergency Call" shall mean a call received in a Host PSAP that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

- 1.15 Operational Expenses. The term "Operational Expenses" shall mean the necessary personnel and operating expenses to support the call-taking, teletype (queries only), and dispatch services under the Consolidated Regional E-911 Communication System. Operational Expenses include office equipment, routine supplies, maintenance, software and software licenses, expenses related to state or national certifications, and costs associated with the addition of new personnel as set forth on Exhibit "L." The software and software licenses shall be limited to those items set forth on Exhibit "M"; provided, upon mutual agreement, additional software and software licenses necessary to perform System Services may be added.
- 1.16 Operational Funding. The term "Operational Funding" shall mean the funding necessary to operate the call-taking, teletype and dispatch functions of the Consolidated Regional E-911 Communications System, subject to both the appropriation and availability of adequate funds by COUNTY.
- 1.17 Operator. The term "Operator" shall mean the entity or entities with which COUNTY enters into a contract to perform services and tasks related to the day-to-day operations of the Consolidated Regional E-911 Communication System, the System's PSAP location(s), and the hiring, training, supervision, direction, and discipline of all Operator's personnel.
- 1.18 Participating Communities. The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the COUNTY that enter into an agreement with COUNTY for Participation in the Consolidated Regional E-911 Communications System. The Participating Communities shall be set forth on Exhibit "B," which exhibit shall be updated upon the addition of additional Participating Communities.
- 1.19 PSAP. The term PSAP (Public Safety Answering Point) shall mean the location and facility providing the service and housing the equipment and personnel that provide E911 call-taking, teletype (queries only), and dispatching services.
- 1.20 Regional Interlocal Agreement (RILA). The term "Regional Interlocal Agreement" or "RILA" shall mean the agreement which establishes the terms, conditions, and financial obligations of entities participating in the Broward County Regional Public Safety Intranet.
- 1.21 Shall. Subject to available funding, the word "shall," as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.
- 1.22 Supervisor Call or Duty Officer Call. The term "Supervisor Call" or "Duty Officer Call" shall mean a call received in a Host PSAP that is specific to regional

operations and is handled by Supervisor or Duty Officer assigned to the Host PSAP.

- 1.23 System Services. The term "System Services" shall mean the operational services performed by OPERATOR consisting of consolidated call-taking, teletype (queries only) and dispatch functions of Emergency Calls and Non-Emergency Calls, as defined herein, for fire services, emergency medical services and police services and the services and tasks related to the day-to-day operations of the Consolidated Regional E-911 Communication system, the System's PSAP location(s), and the hiring, training, supervision, direction, and discipline of Operator's personnel.
- 1.24 Teletype Query(ies). The term "Teletype Query(ies)" or "Teletype (queries only)" shall mean 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 "G." 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 Participating Community and shall not be a part of System Services and System Services shall be limited to Teletype (queries only).
- 1.25 Transition Period. The term "Transition Period" shall mean the period of beginning upon the execution of this Agreement and continuing through September 30, 2015, as it relates to those Participating Communities set forth on Exhibit "B" as of September 30, 2013.
- 1.26 Unincorporated County. The term "Unincorporated County" shall mean the geographical areas of COUNTY which are not within the boundaries of any municipal corporation. Unincorporated County shall be entitled in all respects to receive the same benefits and services under the terms and conditions of this Agreement as a Participating Community.

ARTICLE 2 SCOPE OF SERVICES

- 2.1 OPERATOR shall provide System Services as required in this Agreement and Exhibit "A." The Scope of Services is a description of OPERATOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, 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 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.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin upon proper execution and terminate on September 30, 2018, unless terminated sooner as provided for herein. Unless COUNTY or OPERATOR provides the other with written Notice of its intent not to renew this Agreement, at least 365 days prior to the end of the then current term, this Agreement shall automatically be extended for an additional five year period, and shall be effective from October 1, 2018, through September 30, 2023, unless sooner terminated as provided herein.
- 3.2 Notwithstanding anything in this Agreement to the contrary, and subject to the provisions set forth in Section 7.2, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds by COUNTY in accordance with Chapter 129, Florida Statutes.
- 3.3 All duties, obligations, and responsibilities of OPERATOR required by this Agreement shall be completed no later than the last day of the term or any renewal thereof, or early termination. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4
COMPENSATION

- 4.1 COUNTY agrees to pay OPERATOR, in the manner specified in Section 4.6, as compensation for work actually performed and completed pursuant to this Agreement the amounts set forth on the line item budget and funding schedule established for Fiscal Year 2014, a copy of which is attached hereto as Exhibit "C." In subsequent Fiscal Years, 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 April 1. 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. 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 shall 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 and shall receive compensation as established in the previous year's approved budget until the previous Fiscal Year's budgeted funds are depleted. Notwithstanding the provisions of Article 7, a notice of termination issued pursuant to the provisions of this Section shall be effective upon the date, as determined by COUNTY, that the previous year's budgeted funds shall be depleted by OPERATOR's performance of System Services at its then current rates in the current Fiscal Year, unless the parties mutually agree to an earlier termination date.

OPERATOR acknowledges that the budget developed for each Fiscal Year is premised on the number of Participating Communities and the call volume related thereto. In the event that on October 1, 2013, there are more or less than twenty nine (29) Participating Communities, Exhibit "C" shall be reduced or increased by COUNTY to reflect the actual costs based upon a fewer or greater number of Participating Communities and the diminished or increased call volume. Additionally, in the event that a Participating Community shall be 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 diminution of call volume. COUNTY shall implement any budget adjustments under this Agreement pursuant to COUNTY policy.

It is acknowledged and agreed by OPERATOR that the 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 shall cause 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 current Fiscal Year budget approved pursuant to Article 4 herein. Any amendment to the budget will be subject to approval by the Board of County Commissioners.

- 4.2 The OPERATOR acknowledges and agrees: (i) COUNTY shall provide for management, administration, and oversight of the Consolidated Regional E-911 Communications System; (ii) COUNTY shall fund the Capital and Operational Expenses of the System out of legally available COUNTY funds; (iii) effective October 1, 2013, COUNTY shall remove from OPERATOR's general fund budget any and all funds programmed for call-taking and dispatch services and other costs related to the System and, in lieu thereof, OPERATOR shall receive the funds in Section 4.1 subject to the terms herein; (iv) COUNTY shall retain the fees distributed to COUNTY from the Emergency Communications Number E-911 System Fund pursuant to Florida Statutes; and (v) OPERATOR's compensation for the System Services herein is limited to System Services provided to COUNTY's unincorporated area, Port Everglades, Fort Lauderdale-Hollywood International Airport, and Participating Communities.
- 4.3 OPERATOR agrees and acknowledges that, in the event OPERATOR performs any call-taking, teletype and/or dispatch services for a municipality that is not a Participating Community, such services shall not be compensated by COUNTY pursuant to this Agreement nor shall such services be performed utilizing assets or resources of the System.
- 4.4 OPERATOR agrees to provide documentation, as requested by COUNTY, to verify that COUNTY resources including, but not limited to; any COUNTY funds or assets ("County Resources") are not being utilized to support or subsidize municipal responsibilities as established in the RILA or municipal responsibilities that are not part of the System Services established in this Agreement. In the event COUNTY determines that OPERATOR has used County Resources to benefit a Non-Participating Community or County Resources have been utilized to support municipal or OPERATOR responsibilities as set forth in the RILA, or to support municipal or OPERATOR responsibilities that are not part of the System Services established in this Agreement, OPERATOR shall immediately reimburse the COUNTY the value of such County Resources. The misuse of County Resources may be deemed cause for termination of this Agreement.
- 4.5 OPERATOR agrees and acknowledges that only services for the System and the Participating Communities, as described herein, are to be performed in Host PSAP facilities or in the PSAP facilities of Participating Communities that are being transitioned to the System.
- 4.6 An annualized monthly payment, based upon the approved or amended budget, for System Services shall be payable to OPERATOR on the first day of each month. OPERATOR shall provide COUNTY with a monthly detailed report, on a form approved by COUNTY, by the twentieth day of the month which shall detail the actual year to date expenditures which shall include any vacant employee positions. A reconciliation report shall be prepared by COUNTY no later than thirty days following the close of each quarter. The reconciliation report shall

reflect actual expenditures against the annualized monthly payments received by OPERATOR. In the event that the actual expenditures are less than the annualized monthly payments received by OPERATOR for the quarter, the next annualized monthly payment to OPERATOR shall be reduced by the amount of any excess payment. Upon the expiration or early termination of this Agreement for any reason, COUNTY shall prepare a final reconciliation report; OPERATOR shall remit to COUNTY, within thirty days, any excess payment as reflected in the final reconciliation report.

4.7 OPERATOR shall establish a separate special fund for revenue and expenses associated with System Services and such fund shall be used only to fund System Services. OPERATOR shall not transfer funds from the System Services funds to any other areas of its budget. OPERATOR shall return any excess System Services funding to COUNTY at the end of each Fiscal Year for deposit into COUNTY's general fund.

4.8 Payment shall be made to OPERATOR at:

Bureau of Finance & Budget
Broward County Sheriff's Office
P.O. Box 9507
Fort Lauderdale, FL 33310

ARTICLE 5 GOVERNMENTAL IMMUNITY

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. OPERATOR is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

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 within thirty (30) calendar days, or in accordance with the provisions set forth in Exhibit "D," after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by either party. 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; provided, however, that any termination for convenience shall take effect only as of the beginning of the succeeding Fiscal Year. This Agreement may also be terminated by County Administrator upon such notice as COUNTY's County Administrator deems appropriate under the circumstances in the event COUNTY's County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided. 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.
- 7.2 In the event that COUNTY determines that adequate funds are not available, or determines not to appropriate adequate funds to continue this Agreement, COUNTY may terminate this Agreement. Termination shall be effective upon the termination date stated in the written notice provided by COUNTY, which termination date shall not be less than three hundred and sixty five (365) days after the date of such written notice.
- 7.3 This Agreement may be terminated for cause for reasons including, but not limited to, OPERATOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; failure of OPERATOR to meet the Performance Standards set forth in Exhibit "D"; 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 Section 9.5 "NOTICES" of this Agreement except that notice of termination by County Administrator, which County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.5 In the event this Agreement is terminated for convenience by COUNTY, OPERATOR shall be paid for any services performed through the date this Agreement is terminated. The parties acknowledge and agree that they have received good, valuable and sufficient consideration, the receipt and adequacy of which are, hereby acknowledged, 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 yet been provided, are provided to COUNTY.

ARTICLE 8
EEO

- 8.1 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. Failure by any party to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the other party, to terminate this Agreement.

OPERATOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. OPERATOR 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, OPERATOR shall take affirmative steps to prevent discrimination in employment against disabled persons. COUNTY shall take affirmative steps to assure that the Host PSAP locations and COUNTY-provided equipment are ADA compliant.

ARTICLE 9
MISCELLANEOUS

9.1 PUBLIC RECORDS, AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent OPERATOR is a Contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, OPERATOR shall:

9.1.1 Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service;

9.1.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

9.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

9.1.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of OPERATOR to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 7.1.

To the extent permitted by law, COUNTY shall have the right to audit the books, records, and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of OPERATOR 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 shall make same available at no cost to COUNTY in written form. Additionally, COUNTY shall have the right to conduct audits of the operational components and activities of the OPERATOR as they relate to its performance of the services required in this Agreement. This audit right shall permit COUNTY to examine and audit any and all policies, procedures, protocols, processes and practices that relate to the OPERATOR's performance of the services required in this Agreement.

To the extent permitted by law, OPERATOR shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes, as may be amended from time to time), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated, the books, records, and accounts shall be retained and made available until completion of the audit; provided that if audit findings have not been resolved, such records shall be retained until final resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to OPERATOR's records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. 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.

9.2 PUBLIC ENTITY CRIME ACT

OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list.

9.3 INDEPENDENT CONTRACTOR

OPERATOR is an independent contractor under this Agreement. Services provided by OPERATOR pursuant to this Agreement shall be subject to the supervision of OPERATOR. In providing such services, neither OPERATOR nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to OPERATOR or OPERATOR's agents any authority of any kind to bind COUNTY in any respect whatsoever. Notwithstanding anything to the contrary contained in this Agreement, OPERATOR is a Florida Constitutional Officer and in no way shall this Agreement be interpreted or performed in a manner to limit, condition, or assign OPERATOR's discretionary authority granted to it under Florida law.

9.4 THIRD PARTY BENEFICIARIES

Neither OPERATOR nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree 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.

9.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

County Administrator
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301

FOR OPERATOR:

Robert R. Pusins
Executive Director
Department of Community Services
Broward Sheriff's Office
2601 W. Broward Boulevard

Fort Lauderdale, Florida 33312

With a copy to:
Ron Gunzburger, General Counsel
Office of the General Council
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, Florida 33312

9.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, OPERATOR shall not subcontract any portion of the work required by this Agreement.

OPERATOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

OPERATOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of OPERATOR's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

9.7 CONFLICTS

Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

OPERATOR further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or OPERATOR is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude OPERATOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event OPERATOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as OPERATOR.

9.8 MATERIALITY AND WAIVER OF BREACH

COUNTY and OPERATOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY'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.

9.9 COMPLIANCE WITH LAWS

Both parties 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.

9.10 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within thirty (30) calendar days after the finding by the court becomes final. The election to terminate shall be in writing and comply with the provisions of Section 9.5 herein and shall be effective upon the termination date stated in the written notice, which termination date shall not be less than 365 days after the date of such written notice.

9.11 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.12 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.13 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. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **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.**

9.14 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 Board of County Commissioners and OPERATOR or others delegated authority to or otherwise authorized to execute same on their behalf.

9.15 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.16 PAYABLE INTEREST

9.16.1 Payment of Interest. COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof 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 based on or related to this Agreement.

9.16.2. Rate of Interest. In any instance where the prohibition or limitations of Section 9.16.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," "K," "L," "M," and "N" are incorporated into and made a part of this Agreement.

9.18 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.

9.19 MULTIPLE ORIGINALS


Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

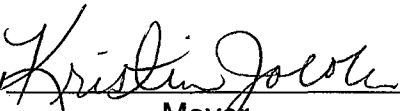
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 7th day of May, 2013 and OPERATOR, signing by and through its Sheriff, 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 
Mayor

30th day of September, 2013


Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

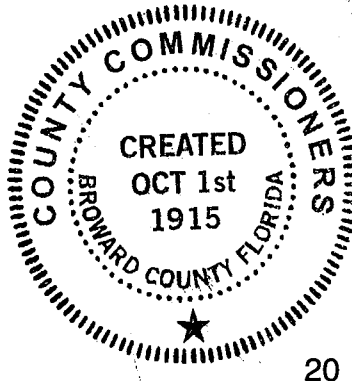
Insurance requirements
approved by Broward County
Risk Management Division

By  9/25/13
Risk Management Division (Date)

Jacqueline A. Binns
Risk Insurance and
Contracts Manager

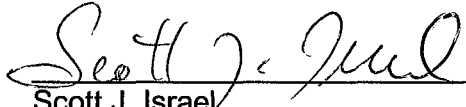
By 
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

APPROVED:
 9/25/13
Noel M. Pfeffer (Date)
Deputy County Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND SHERIFF OF BROWARD COUNTY, FLORIDA FOR THE OPERATION OF CALL-TAKING AND DISPATCH SERVICES FOR THE CONSOLIDATED REGIONAL E-911 SYSTEM

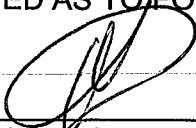
SHERIFF OF BROWARD COUNTY



Scott J. Israel
Sheriff

Date: 9-18-13

APPROVED AS TO FORM:


By: _____
Ronald Gunzburger, General Counsel

Date: 091713

NMP:SVT:slw
BSO E911 OPERATIONS
9-12-13
13-025.13

EXHIBIT "A"
SCOPE OF SERVICES

1. **Establishment of System**

- a. COUNTY is establishing a Consolidated Regional E-911 Communications System herein after referred to as "System" which shall consist of the unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities. COUNTY shall provide for the management, administration, and oversight of the Consolidated Regional E-911 Communications System and OPERATOR shall provide System Services as described in this Agreement as specifically defined in Sections 1.17. The System shall operate subject to the control, internal operating rules and regulations of COUNTY.
- b. The Consolidated Regional E-911 Communications System shall consist of geographically dispersed Host PSAP locations; however, the number of Host PSAP locations shall depend on the level of participation by Participating Communities. COUNTY shall lease or otherwise obtain the use of the COUNTY designated Host PSAP locations and OPERATOR shall provide System Services at the designated Host PSAP locations. The COUNTY shall retain the authority to direct at which Host PSAP facility specific System Services shall be performed.

During the Transition Period, OPERATOR shall perform System Services at PSAP facilities, other than Host PSAP locations, if the PSAP Employees have transitioned to OPERATOR employment until those PSAP locations are transitioned to a Host PSAP facility. OPERATOR shall maintain the existing personnel and operational structure at such PSAP facilities until those PSAP facilities are transitioned to a Host PSAP facility.

COUNTY, in conjunction with each Participating Community and the OPERATOR, shall develop a System implementation plan. The System implementation plan shall include implementation details to ensure public safety, performance benchmarks, and a schedule for the migration of each Participating Community to a Host PSAP facility. The System implementation plan shall also address the transition of PSAP Employees to the OPERATOR's employment. The plan shall ensure that all Participating Communities shall not be migrated to Host PSAP facilities simultaneously. The COUNTY shall have final approval of the System implementation plan.

2. Facilities

- a. Except as specifically set forth in section 1 b. above, OPERATOR shall perform System Services in the Host PSAP locations ("Facilities") and OPERATOR shall not use the Facilities for any other purpose. OPERATOR shall occupy the Facilities subject to the terms of the agreements between Broward County and the Host PSAP cities ("Lease Agreements), copies of which are attached hereto as Exhibit "J."
- b. COUNTY shall be responsible for maintenance and repair of the Facilities as set forth in the Lease Agreements and COUNTY may access and utilize the Facilities as necessary to perform its duties related to the management, administration, and oversight of the System.
- c. OPERATOR shall keep the Facilities in good repair and shall not destroy, deface, damage, impair, or remove any part of the Facilities. In the event that OPERATOR, its employees, agents, or invitees shall 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. OPERATOR, hereby covenants, that no nuisance or hazardous trade or occupation shall be permitted or carried on, in, or upon the Facilities; no act or thing shall be permitted, and nothing shall be kept in or about the Facilities, which will increase the risk of hazard of fire; no waste shall be permitted or committed upon, or any damage done, to the Facilities; and 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. OPERATOR acknowledges and agrees that all of OPERATOR's personal property and the property of its agents, officers and employees, placed in the Facilities shall be at the risk of OPERATOR. OPERATOR shall give COUNTY prompt written notice of any 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.
- d. Upon the expiration or earlier termination of this Agreement, or upon notice from COUNTY that the Lease has expired or been terminated, OPERATOR shall surrender possession of the Facilities and all COUNTY owned equipment and furnishings within the time period established by COUNTY. OPERATOR agrees that it will leave the Facilities in the condition existing on the commencement of its occupation of the Facilities, subject to reasonable wear and tear.
- e. In the event that COUNTY determines that the Public Safety Building shall be utilized as a Host PSAP location, COUNTY shall be responsible for

making the necessary structural and non-structural alterations and/or improvements to support the System. Access to the Host PSAP facility located at the Public Safety Building shall be granted to COUNTY employees and vendors in accordance with the Management Control Agreement between OPERATOR and COUNTY dated February 26, 2013.

3. Equipment

COUNTY shall provide equipment for the use of the OPERATOR as required in the RILA and shall also provide necessary office equipment, software, and software licenses (including upgrades for client licenses only and reoccurring fees associated with software), computers and consolettes for OPERATOR's use in performing System Services from the COUNTY's Consolidated Regional E-911 Budget. Any equipment, software, and software licenses purchased with funds from the budget developed pursuant to the provisions of Article 4 shall remain COUNTY provided equipment. COUNTY shall retain title of COUNTY provided equipment and no right, title, or interest in COUNTY provided equipment shall pass to OPERATOR unless expressly set forth in the RILA. OPERATOR shall not purchase any equipment for use in Host PSAP locations without prior written approval of COUNTY. OPERATOR shall not remove any markings, and shall affix to COUNTY provided equipment any markings requested by COUNTY to evidence COUNTY's ownership interest. OPERATOR acknowledges and agrees that use of COUNTY provided equipment is limited to System Services and further acknowledges and agrees that OPERATOR shall not use COUNTY provided equipment for any other purpose whatsoever without prior written approval of COUNTY.

OPERATOR shall bear the cost of all routine supplies for all equipment as part of the budget developed pursuant to Article 4 herein. COUNTY shall be responsible for maintenance of COUNTY owned equipment unless maintenance is required on COUNTY owned equipment for the following reasons:

- a. use of the COUNTY owned equipment in other than the manner for which it was installed, or
- b. damage to County owned equipment by OPERATOR or its employees or agents, or
- c. modification of COUNTY owned equipment by OPERATOR not authorized by COUNTY.

In the event that OPERATOR is responsible for maintenance of COUNTY owned equipment as set forth above, OPERATOR shall be responsible for any and all maintenance charges, including but not limited to the cost of labor and parts.

OPERATOR shall bear the entire risk of loss for damage, excluding acts of God or man-made disaster to the COUNTY provided equipment. For the purposes of this Agreement, a man-made disaster shall mean any industrial, nuclear, or transportation accident, or explosion resulting from man-made causes, including power surges, overloads, shortages, computer viruses or malware which threaten or cause damage to property, human suffering, hardship or loss of life.

4. Staffing

- a. OPERATOR shall provide and employ the civilian personnel, in the appropriate number to align to the hourly call data and the staffing model provided by COUNTY to perform System Services. The staffing model shall be developed based upon Association of Public Safety Communications Officials ("APCO") Project Retains and is set forth on Exhibit "I". OPERATOR shall be solely responsible for the actions of any and all of its employees when performing System Services. OPERATOR's staffing schedule to provide System Services shall at all times, align with the hourly call data as set forth on Exhibit "H" and the staffing model and comply with the busy hour as required in the Florida Emergency Communications Number E911 State Plan. OPERATOR shall not make any changes to the staffing model without the prior written approval of COUNTY which approval shall not be unreasonably withheld. The call data and staffing model shall be updated annually, or more often as determined necessary by COUNTY, and Exhibits "H" and "I" shall be replaced with the updated call data and staffing model. OPERATOR shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, insurance benefits, employee liability, worker's compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.
- b. OPERATOR shall comply with the dispatch position configuration as set forth on Exhibit "K" attached hereto. The dispatch position configuration shall be revised as determined necessary by COUNTY and Exhibit "K" shall be replaced with the revised dispatch position configuration. OPERATOR shall not make any changes to the dispatch position configuration without prior written approval by COUNTY, which approval shall not be unreasonably withheld.
- c. OPERATOR shall ensure that its employees receive the training required to perform their jobs in a manner consistent with the terms, conditions, obligations, goals and requirements of this Agreement, including but not limited to, state mandated telecommunicator state certification. During the Transition Period all employees performing System Services shall be trained to maintain their present level of services (call-taking, dispatching, and teletype (queries only) processes as set forth in Exhibits "F" and "G."

Post Transition Period all employees performing System Services shall be provided the opportunity to be trained on call-taking, dispatching, and teletype (queries only) processes as set forth in Exhibits "F" and "G." OPERATOR shall maintain training programs and written documentation of same, which are subject to review by COUNTY. The evaluation of training effectiveness shall be based on performance indicators that measure proficiency and not solely on meeting a minimum training hours.

- d. Each Host PSAP shall be managed by a site director/manager employed by OPERATOR. The OPERATOR and COUNTY shall form a committee comprised of the following persons: one (1) representative from the OPERATOR, one (1) representative from COUNTY, and one representative jointly selected by OPERATOR and COUNTY. The OPERATOR will provide a list of candidates for selection to the committee. The committee will then select the site director(s)/manager(s) from the list provided by OPERATOR. The foregoing process shall be utilized for the initial appointment of site director(s)/manager(s) and any replacements thereof. In the event that either the COUNTY or OPERATOR shall desire to remove a site director/manager from performing site director/manager services hereunder, the parties shall meet to discuss the issue. The COUNTY shall have the authority to require the OPERATOR to remove a site director/manager from performing site director/manager services hereunder and the OPERATOR shall have the authority to remove a site director/manager hereunder for good cause.
- e. OPERATOR shall accept the transfer of civilian employees (both full-time and part-time) who performed, or have been hired by an existing PSAP facility and commenced training to perform, call-taking, teletype, and dispatch PSAP functions as their primary job responsibility ("PSAP Employees") from any Participating Community that was operating its own PSAP prior to May 7, 2013, and that enters into an agreement with COUNTY for Participation in the Consolidated Regional E-911 Communications System by September 30, 2013 ("PSAP Employees"), subject to the conditions set forth below:
 1. PSAP Employees will be transitioned by OPERATOR. Criteria which may render a PSAP Employee ineligible for employment by OPERATOR shall be limited to the following:
 - (i) Conviction of a felony or other significant information found on a criminal records check;
 - (ii) Inability to pass a background check;
 - (iii) Inability to pass a drug test;
 - (iv) Florida Retirement System provisions prohibit employment by OPERATOR.

The above notwithstanding, PSAP Employees that have bumped into a communication operator job classification pursuant to their collective bargaining agreement and that do not have the required certifications to perform as a communication operator shall be considered probationary until they have successfully completed the communications training academy and have performed the duties of a communications operator for twelve (12) consecutive months thereafter.

2. OPERATOR specifically agrees:

- (i) At the onset of this Agreement, PSAP Employees for the Participating Communities of Coconut Creek and Margate shall be transitioned to OPERATOR and become OPERATOR employees no later than October 1, 2013. All other PSAP Employees will be transitioned to OPERATOR and become OPERATOR employees effective on the date established in the System implementation plan addressed in Section 1 b. above provided, however, that any PSAP Employee that fails to meet the requirements in section 4.e.1(i) through (iv) above need not be retained by OPERATOR. COUNTY agrees to work collaboratively with OPERATOR to ensure that the transition occurs by the date established in the System implementation plan.
- (ii) PSAP Employees will maintain the current hourly rate (base hourly rate plus longevity) that they were receiving as of May 7, 2013, subject to any increases contractually required during the period of May 7, 2013, through the date of the transition, to OPERATOR employment. PSAP Employees hired after May 7, 2013 will maintain the current hourly rate, subject to any increases contractually required following their hire date through the date of the transition to OPERATOR employment.

PSAP Employees will be slotted into the OPERATOR's pay scale effective at the time of hire based upon review of their current city based salary plus longevity (excluding all other supplemental pays, such as, but not limited to, differential, training pay). PSAP Employees may be eligible for applicable compensation and supplemental pay in accordance with the OPERATOR's policies and procedures. Any PSAP Employee that is "red-lined" because their current salary is outside the OPERATOR's pay range, will not receive any raises until the pay range exceeds their "red-lined" salaries

- (iii) PSAP Employees (excluding PSAP Employees that are employed by OPERATOR prior to October 1, 2013) shall be assigned to the

Host PSAP facility which is performing System Services for the same general vicinity that they were servicing while employed by their Participating Community during the first year of this Agreement (October 1, 2013 through September 30, 2014), unless sufficient employees are not available in any given vicinity to ensure that the System meets the performance standards;

- (iv) PSAP Employees shall maintain the seniority level they achieved while employed by the Participating Community for the purpose of work scheduling, overtime, lay-off and recall, vacation requests, and vacation and sick leave accrual, subject to OPERATOR's policies and procedures and collective bargaining agreements;
- (v) Benefit eligible PSAP Employees shall be eligible for medical and dental benefits on the first day of the month following the month in which employment commenced, unless employment begins on the first day of the month, in which case benefits will begin immediately;
- (vi) PSAP Employees shall not be probationary OPERATOR employees unless the PSAP Employee was on a probationary status while in the employ of the Participating Community and in that case, the probationary status shall continue in accordance with OPERATOR's policies and procedures and collective bargaining agreements;
- (vii) PSAP Employees shall be given the option of buying credit into the Florida Retirement System (FRS) as allowed by FRS. It shall be the PSAP Employee's sole responsibility to timely exercise this option;
- (viii) PSAP employees shall have the option to buy sick/vacation time at their current hourly rate of pay which sick/vacation time must be used within ninety (90) calendar days from the date they become OPERATOR employees. Funds shall be remitted to OPERATOR by the employee to cover requested sick/vacation time and associated retirement benefits; and
- (ix) In the event that PSAP Employees are unable or unwilling to buy sick/vacation time, the OPERATOR shall permit PSAP Employees to take off for sick or vacation purposes without pay and without any disciplinary penalty within ninety (90) calendar days from the date they become OPERATOR employees provided that such absence does not negatively impact System performance and the PSAP Employee demonstrates that the vacation period had been pre-authorized by the Participating Community prior to the date they became OPERATOR employees.

- (x) All OPERATOR employees will be subject to OPERATOR's employment terms and conditions and covered under the terms of the OPERATOR's Collective Bargaining Agreement, but said Collective Bargaining Agreement is subject to the budget developed pursuant to Article 4 herein.

To facilitate the foregoing personnel transitions, the COUNTY will assist in securing copies from the Participating Communities of all records of the PSAP Employees from the Participating Communities and transfer said records to OPERATOR, OPERATOR shall bear the cost of securing copies as part of the budget developed pursuant to Article 4 herein.

- f. Following employment by OPERATOR, OPERATOR shall be solely responsible for the payment of all of PSAP Employee's wages and benefits and shall comply with all of the requirements thereof including, but not limited to, insurance benefits, employee liability, Worker's Compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits. Participating Communities shall remain responsible for pension obligations, sick and annual leave payouts, and all other employee obligations which accrued or are due prior to employment by OPERATOR.
- g. Participating Communities may be required by FRS to provide a one-time election to its PSAP Employees to allow them to participate in the pension plan of the OPERATOR or remain in the Participating Community's pension plan; or to the extent permitted by FRS, a Participating Community shall have the option of allowing its PSAP Employees a one-time election to participate in the pension plan of OPERATOR or remain in the Participating Community's pension plan. In either event, any required contribution amount in excess of the required FRS contribution amount for the PSAP employees remaining in a Participating Community's pension plan shall be and remain the sole responsibility of Participating Community. OPERATOR will fund the Participating Community's contribution amount up to the established FRS rates or up to the Participating Community's contribution rate, whichever is less. The PSAP Employees shall be responsible for any employee contribution amounts required under either election. The MUNICIPALITY shall provide to COUNTY and Operator the PSAP Employees' pension election documentation.

5. Operations

- a. COUNTY shall develop a System implementation plan which shall provide for the transition of Participating Communities to a Host PSAP in a manner that will minimize adverse impacts on the System as a whole. Following the

completion of the implementation plan, it is possible that all Participating Communities that operated a PSAP on May 7, 2013, ("PSAP Communities"), may not be transitioned to a HOST PSAP by October 1, 2013. In the event that PSAP Communities are not transitioned to a HOST PSAP on October 1, 2013, COUNTY, in collaboration with the applicable Participating Communities, will endeavor to maintain the existing personnel, control, and operational structure at the existing PSAP facilities until those PSAP facilities are transitioned to a HOST PSAP facility pursuant to the System implementation plan.

- b. OPERATOR shall develop operating procedures and policies for the System Services that are consistent with the workflow set forth in Exhibit "F" and Exhibit "G" which operating procedures and policies are subject to the approval of COUNTY. OPERATOR shall comply with the operating procedures and policies while performing the System Services and ensure that its employees are properly trained in the operating procedures and policies. The parties agree, that workflows and processes may need to be updated during the term of this Agreement and COUNTY may develop, in consultation with OPERATOR and Participating Communities, up-dated processes and workflows for System Services and in such event Exhibit "F" and "G" shall be updated and replaced. In the event that changes are made to the workflows, as set forth on Exhibit "F" and Exhibit "G," OPERATOR shall make the necessary changes to its operating procedures and policies.
- c. COUNTY shall be responsible for the establishment, coordination and support of any governance and technical boards relating to System Services, equipment and processes, but not OPERATOR's personnel. Membership of any such boards will include representatives of COUNTY, Participating Communities and OPERATOR.
- d. The operation and efficiency performance criteria for the System shall be as set forth on Exhibit "D" (the "Standard(s)"). OPERATOR shall meet or exceed the Standards within the time periods established therein. Notwithstanding anything in this Agreement to the contrary, OPERATOR shall use its best efforts to achieve the highest performance standards, as verified by COUNTY, of any PSAP facility operated by a Participating Community on May 7, 2013. COUNTY shall provide OPERATOR with monthly performance reports no later than twelve (12) days following the end of the month. COUNTY shall review monthly performance reports of the OPERATOR as a method to monitor the OPERATOR's compliance with the Standards. COUNTY shall distribute the monthly performance reports to Participating Communities as outlined in Exhibit "D."
- e. In the event that a performance report shall establish that any Standard is out of compliance in any month, the procedures in Exhibit "D" shall be utilized.

- f. OPERATOR agrees to take all actions which may be required to perform System Services and access or exchange criminal justice information (CJIS) of the Participating Communities, such as, but not limited to, entering into regional interlocal agreements, interagency agreements and/or management control agreements with Participating Communities and COUNTY upon terms that are mutually agreeable to the contracting parties. OPERATOR shall execute a revised RILA with COUNTY, a copy of which is attached as Exhibit "E." OPERATOR shall execute an interagency agreement with the Host PSAP locations for the use of the Participating Community's FDLE router upon terms that are mutually agreeable to the contracting parties.
- g. COUNTY shall be responsible for the communicating the activities related to the System to residents, businesses, visitors, media, Participating Communities, and OPERATOR through programs and news, media relations and public information, community and town hall meetings, county web and social media. OPERATOR agrees that it shall not communicate activities related to the System, other than as specifically required herein, without the prior approval of COUNTY. OPERATOR shall cooperate and participate in such events upon request by COUNTY.
- h. OPERATOR shall be responsible for handling all complaints relating to delivery of service and performance of the System and shall provide a detailed response to COUNTY. OPERATOR shall provide to COUNTY on a monthly basis a report detailing the issue and response to each complaint it has received regarding System Services. COUNTY and OPERATOR shall develop an action plan to address complaints.
- i. 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 the OPERATOR pursuant to agreed-upon standard operating procedures.

6. Certifications

- a. OPERATOR shall cooperate with COUNTY and take all actions that may be required to ensure that the System shall receive and maintain Commission on Accreditation for Law Enforcement Agencies ("CALEA") accreditation and such other accreditations that COUNTY determines desirable for the System. The costs or expenses related to any state or national certifications, accreditations, and memberships shall be included in the budget developed pursuant to Article 4 and shall be limited to those items set forth on Exhibit "N".

7. Reports

OPERATOR shall report, on forms approved by COUNTY, its monthly activities. Reports shall include, but not be limited to the following: actual number of full time and part-time employees vs. budgeted full-time and part-time employees, annualized monthly payments versus year to date expenditures, percentage of employees successfully completing training/probation. The monthly reports shall be provided to COUNTY no later than twelve (12) days following the last day of the month. COUNTY shall have the ability to make modifications to the reporting format(s), required content of the report(s) and reporting period during the term of this Agreement and OPERATOR shall comply with such modifications.

8. Declared Emergencies

During periods of a declared state or local emergency as authorized by law, OPERATOR shall take all necessary steps to ensure that adequate personnel are available to properly perform the requirements of this Agreement and shall coordinate its activities with COUNTY.

EXHIBIT "B"
PARTICIPATING COMMUNITIES

EXHIBIT "C"
LINE ITEM BUDGET AND FUNDING SCHEDULE

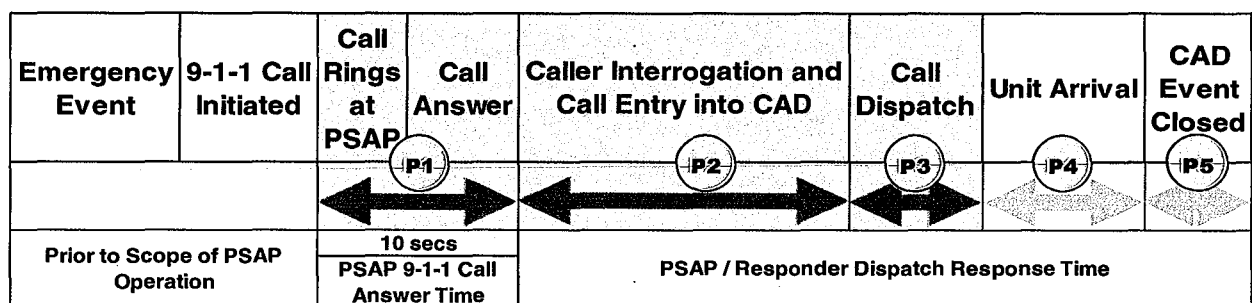
LINE ITEM	ESTIMATE	NOTES
Salaries	\$21,662,950	Based on BSO position list + CC and MG less attrition factor of 9.945%
Overtime	\$1,860,850	Using BSO's average % of 8.59%
FICA	\$1,733,710	.0737 X salaries + overtime
Retirement	\$1,776,050	Based on BSO blended rate of .0755 x salaries + overtime
Health Insurance	\$4,810,540	Based on BSO'S average per position cost of \$12,510 x 427 less attrition
Worker's Comp	\$160,740	Based on BSO's average of \$418 per position x 427 less attrition
Self Insurance	\$62,300	Based on BSO rate of \$162 per position less attririon
Uniforms	\$34,600	Assumes \$81 per position
Office Supplies	\$22,500	Based on \$7,500 per center
Dues/Memberships	\$37,260	Member in CALEA Training Academy Accreditation
Repair/Mnt Svc Contr.	\$37,500	Based on schedule
Books/Publications	\$1,500	EMD Field Guides
Software-license ren	\$15,300	Based on schedule
Certifications	\$18,350	CALEA Training Accreditation
TOTAL	\$32,234,150	

Notes: 389 BSO positions + 38 Coconut Creek and Margate positions for a total of 427

EXHIBIT "D"

PERFORMANCE STANDARDS

The performance of the Consolidated Regional E-911 Communications System (System) will be based on the Lifecycle of an Emergency Call for calls received on the emergency lines (911 lines). As illustrated in the diagram below, operational performance indicators P1, P2, and P3 will be measured, reported and benchmarked against industry best practice standards. Efficiency (cost) measures will be utilized to evaluate the cost of the System.



- P1** 9-1-1 Call Answer Time
- P2** Time from Call Answered to Call Entered in CAD (and forwarded to Dispatcher)
- P3** Time from CAD Entry until a Unit is Dispatched
- P4** Time from Unit Dispatched until Unit Arrives on Scene
- P5** Time from Unit Arrives on Scene until Incident is Closed

To ensure the performance of the Consolidated Regional E-911 Communications System is evaluated in a reasonable manner, performance standards have been separated based on a transition and post-transition period. COUNTY, OPERATOR and Operational Planning/Implementation Workgroup members will collaborate to provide recommendations to County Administrator on the appropriate operational measures to be used to evaluate the System and establish annual performance targets to ensure incremental progress is being achieved.

Performance Standards will become effective at such time the Participating Community is designated, in writing, by the County as having been migrated to the Consolidated System.

Transition Period

The transition period shall begin upon the proper execution of this Agreement and continue through September 30, 2015, as it relates to those Participating Communities set forth on Exhibit "B" as of September 30, 2013.

The following Performance Standards ("Standards") will be utilized to track the efficiency and operational performance of the regional system on a monthly basis during transition phase:

Efficiency Measurements:

- Operational Cost per call for System
- Operational Cost per E911 call received

Time to Answer Emergency (911) Lines Standard:

- Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) during the busy hour shall be answered within ten (10) seconds (P1)

The busy hour is defined as the hour each day with the greatest call volume.

- Ninety-five (95%) of all 9-1-1 calls should be answered within twenty (20) seconds (P1)

Alarms (audible, silent, panic, fire, smoke, medical, etc.) Received on Alarm Lines Standard:

- Ninety-five percent (95%) of alarms received on alarm lines shall be answered within 15 seconds (P1)
- Ninety-nine percent (99%) of alarms shall be answered within 40 seconds (P1)

First Call Process Time Standard:

Emergency alarm processing for the following call types shall be completed within 90 seconds 90% of the time and within 120 seconds 99% of the time (P2 and P3):

- Calls requiring emergency medical dispatch questioning and pre-arrival instructions
- Calls requiring language translation
- Calls requiring the use of a TTY/TDD device or audio/video relay services
- Calls of criminal activity that require information vital to emergency responder safety prior to dispatching units

- Hazardous material incidents
- Technical rescue
- With the exception of the above six call types, 80% of emergency alarm call processing shall be completed within 60 seconds, and 95% of alarm processing shall be completed within 106 seconds (P2 and P3)
- Where alarms are transferred from the primary public safety answering point (PSAP) to a primary and secondary answering point, the transfer procedure shall not exceed 30 seconds for 95% of all alarms processed* (P2)

*Only applicable if non-participating municipalities operate their own primary and secondary PSAP

Law Enforcement Call Process Time Standard:

- Priority one and priority two law enforcement calls shall be processed within 45 seconds, 90% of the time ** (P2 and P3)
- Priority three law enforcement calls shall be processed within 90 seconds, 90% of the time ** (P2 and P3)

Note: Availability of police units shall be considered when reviewing performance. Agencies must adopt standard signal codes to evaluate performance and the authority having jurisdiction shall determine time frames allowed to the completion of dispatch.

**Priority assignments based on current proposed standard

Emergency Medical Dispatch Standard:

- 95% case entry compliance rate
- 90% total compliance rate (case entry, chief complaint, key questions, and post-dispatch/pre-arrival instructions)
- 1% of all cases receive quality assurance case review*

*Based on NAED compliance standard for agencies with a call volume of over 500,000

Post-Transition Period

The post-transition period begins October 1, 2015. The performance targets of the Consolidated Regional E-911 Communications System will be based on the Lifecycle of an Emergency Call for calls received on the emergency lines (911 lines). COUNTY, OPERATOR and Operational Planning/Implementation Workgroup members will collaborate to provide a recommendation to the County Administrator on the appropriate operational measures to be used to evaluate the System and establish annual performance targets to ensure incremental progress is being achieved.

The following Standards will be utilized to track the efficiency and operational performance of the regional system on a monthly basis during the post-transition phase:

Estimated Efficiency Measurements(Subject to Change):

- Operational Cost per call for System (Target: \$9.83)
- Operational Cost per E911 call received (Target: \$14.85)

Efficiency Measurements shall be updated annually by COUNTY

Time to Answer Emergency (911) Lines Standard:

- Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) during the busy hour shall be answered within ten (10) seconds (P1)

The busy hour is defined as the hour each day with the greatest call volume.

- Ninety-five (95%) of all 9-1-1 calls should be answered within twenty (20) seconds (P1)

Alarms (audible, silent, panic, fire, smoke, medical, etc.) Received on Alarm Lines Standard:

- Ninety-five percent (95%) of alarms received on alarm lines shall be answered within 15 seconds (P1)
- Ninety-nine percent (99%) of alarms shall be answered within 40 seconds (P1)

First Call Process Time Standard:

Emergency alarm processing for the following call types shall be completed within 90 seconds 90% of the time and within 120 seconds 99% of the time (P2 and P3):

- Calls requiring emergency medical dispatch questioning and pre-arrival instructions
- Calls requiring language translation
- Calls requiring the use of a TTY/TDD device or audio/video relay services
- Calls of criminal activity that require information vital to emergency responder safety prior to dispatching units
- Hazardous material incidents
- Technical rescue
- With the exception of the above six call types, 80% of emergency alarm call processing shall be completed within 60 seconds, and 95% of alarm processing shall be completed within 106 seconds (P2 and P3)
- Where alarms are transferred from the primary public safety answering point (PSAP) to a primary and secondary answering point, the transfer procedure shall not exceed 30 seconds for 95% of all alarms processed* (P2)

*Only applicable if non-participating municipalities operate their own primary and secondary PSAP

Law Enforcement Call Process Time Standard:

- Priority one and priority two law enforcement calls shall be processed within 45 seconds 90% of the time ** (P2 and P3)
- Priority three law enforcement calls shall be processed within 90 seconds 90% of the time ** (P2 and P3)

Note: Availability of police units shall be considered when reviewing performance. Agencies must adopt standard signal codes to evaluate performance and the authority having jurisdiction shall determine time frames allowed to the completion of dispatch.

**Priority assignments based on current proposed standard

Emergency Medical Dispatch Standard:

- 95% case entry compliance rate

- 90% total compliance rate (case entry, chief complaint, key questions, and post-dispatch/pre-arrival instructions)
- 1% of all cases receive quality assurance case review*

*Based on NAED compliance standard for agencies with a call volume of over 500,000

For a municipality that elects to become a PARTICIPATING COMMUNITY subsequent to September 30, 2013, the development and implementation of the transition plan shall contain provisions to minimize adverse impacts on the System by the addition of such municipality.

REVIEW AND REPORTING OF PERFORMANCE STANDARDS (TRANSITION AND POST-TRANSITION)

Standards shall be evaluated monthly using data from the previous month. Each Participating Community, Police Chief's Association, and Fire Chief's Association shall be provided a report on OPERATOR's performance utilizing this data no later than 30 days following the end of the previous month.

COUNTY shall provide an annual report on OPERATOR's performance to each Participating Community, Police Chief's Association and Fire Chief's Association. A draft of the final version of the annual report shall be delivered to the OPERATOR fifteen (15) calendar days before the intended release date. COUNTY and OPERATOR shall meet within five (5) calendar days thereafter to discuss the annual report's content and attempt to amicably resolve any differences, if any, in the statements, findings, and conclusions, or any combination thereof. If no amicable resolution is reached, OPERATOR shall have five (5) calendar days from the meeting to respond to the annual report and contest the statements and findings therein by providing a written response to COUNTY which response shall be included as an exhibit to the final annual report.

OPERATOR will be evaluated on its ability to achieve the necessary operational and efficiency performance standards, adherence to established actions and overall performance of the Consolidated Regional E-911 Communications System.

FAILURE TO MEET PERFORMANCE STANDARDS (TRANSITION AND POST-TRANSITION):

In the event a Standard is out of compliance in any month, the following shall occur:

- (1) COUNTY shall issue a written Notice of Noncompliance to the OPERATOR.

(2) OPERATOR shall provide to the COUNTY, a written Notice of Mitigating Circumstance(s) if any, within two (2) business days of the issuance of the Notice of Noncompliance. The Notice of Mitigating Circumstances shall include detailed information and documentation to support OPERATOR's position. For the purpose of this Agreement, a Mitigating Circumstance shall be defined as a natural or man-made incident, accident, disaster, or other environmental or situational anomaly that is unpredictable and, in the reasonable opinion of COUNTY, its occurrence causes an overwhelming and unusual emergency response that greatly exceeds the resources of the SYSTEM.

(3) COUNTY shall review any Notice of Mitigating Circumstance(s) that was timely submitted to determine whether the OPERATOR's failure to meet any Standard was due to a Mitigating Circumstance(s). The COUNTY review shall take into account all Mitigating Circumstance(s) that were submitted and their impact on the issue of noncompliance for each Performance Standard. COUNTY shall exercise its discretion to arrive at a reasonable determination that shall be final.

(4) In the event COUNTY determines that the OPERATOR has established, to COUNTY's satisfaction, Mitigating Circumstances related to its failure to achieve a Standard, COUNTY, in collaboration with OPERATOR, shall develop a written action plan to address the noncompliance. The Mitigating Circumstance(s) shall be a factor in the development of the action plan. The COUNTY shall have final approval of all action plans. The action plan may include changes to processes, practices, and procedures and shall include time frames in which the actions must be completed. OPERATOR shall comply with and immediately implement the action plan within the time frames established therein. In the event that OPERATOR shall timely implement all the elements of the action plan to COUNTY's satisfaction, the Notice of Noncompliance subject to Mitigating Circumstances shall be rescinded in writing.

(5) In the event that a Notice of Mitigating Circumstances was not timely submitted by OPERATOR, or following a determination by COUNTY that Mitigating Circumstance(s) were not established, COUNTY, in collaboration with the Operator, shall develop a written action plan to address the noncompliance. The COUNTY shall have final approval of all action plans. The action plan may include changes to processes, practices and procedures and shall include time frames in which the actions must be completed. OPERATOR shall comply with and immediately implement the action plan developed by COUNTY and comply with the time frames established therein.

(6) Compliance with an action plan shall not excuse OPERATOR from compliance with all Standards in a subsequent month.

(7) The written Notice of Noncompliance and the written Notice of Mitigating Circumstances shall be delivered by e-mail to the following e-mail addresses:

For County:

Rick Carpani [rcarpani@broward.org], Director of Office of Communications Technology

For Operator:

Robert Pusins [Robert_Pusins@sheriff.org], Executive Director of Community Programs, and

Lisa Zarazinski, Lisa [Lisa_Zarazinski@sheriff.org], Director of Regional Communications

(8) In the event that the OPERATOR receives a Notice of Noncompliance for any three consecutive months (excluding any Notice of Noncompliance that was rescinded pursuant to the procedures in paragraph 4 above), the OPERATOR shall be deemed to be in breach and the Agreement shall be subject to termination as set forth in Article 7. In the event that COUNTY issues a notice of breach for noncompliance of the OPERATOR for any three consecutive months, the OPERATOR may cure the breach, if the breach is capable of cure, by performing any and all actions required to meet all Standards that were subject of the Notices of Noncompliance within thirty (30) calendar days from the date of notice of breach to COUNTY's satisfaction.

Notwithstanding the right to cure set forth in Article 7, in the event that the OPERATOR receives a Notice of Noncompliance for four months (excluding any Notice of Noncompliance that was rescinded pursuant to the procedures in paragraph 4 above), whether consecutive or not, in any twelve month period, this Agreement may be terminated upon not less than ten (10) days written notice for breach, without the right to cure.

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

This Regional Interlocal Agreement ("Agreement") is made and entered into by and between Broward County ("County"), a political subdivision of the State of Florida, and Broward Sheriff's Office ("BSO"), a constitutional office of Broward County, Florida (collectively BSO and County referred to as the "Parties") providing for cooperative participation in a Regional Public Safety Intranet ("RPSI").

WHEREAS, this Agreement is entered into pursuant to §163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, County is to establish, with cooperation of Broward cities and Sheriff, a county-wide interoperable public safety intranet that can support closest unit response in life-threatening emergencies and regional specialty teams; and

WHEREAS, the Parties desire to satisfy the intentions of the Broward County Charter by insuring that someone with a life-threatening emergency receive care from the closest available emergency vehicle; and

WHEREAS, the BSO agrees to work towards insuring someone with a life-threatening emergency receive care from the closest available emergency vehicle, including pursuing automatic aid agreements with neighboring cities who utilize the county-wide CAD system; and

WHEREAS, the Parties desire to enhance radio interoperability by interconnecting County and BSO public safety radio users and to enhance information sharing by interconnecting County and BSO public safety data users; and

WHEREAS, County maintains a Trunked Radio System, Computer Aided Dispatching ("CAD") System, Automated Vehicle Location ("AVL") System, a Law Records Management System ("LRMS"), and a Fire Records Management System ("FRMS") as part of its public safety intranet that supports county-wide police, fire, and emergency services;

WHEREAS, BSO provides law enforcement, fire and rescue services to certain municipalities within the regional System under separate agreements; and

WHEREAS, the Parties desire to make the most efficient use of their technical resources to enable the Parties to cooperate with each other to provide quality county-wide public safety communication services relating solely to law enforcement, fire and rescue services that BSO provides other than to contracted cities;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises, set forth, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

- 1.1 Advanced Tactical Mapping ("ATM"): A component of the RPSI that provides computer aided dispatch mapping. In conjunction with AVL, these maps pinpoint the real time location, availability, status, and routing of emergency vehicles which ultimately enhance response times.
- 1.2 Automated Vehicle Location ("AVL") System: A component of the RPSI that provides GPS-based tracking of public safety vehicles. AVL facilitates closest unit response when coupled with a common CAD platform.
- 1.3 Board of County Commissioners: The term "Board of County Commissioners" shall mean the Board of County Commissioners of Broward County, Florida.
- 1.4 Capital: The term "Capital" shall mean costs for machinery, equipment, vehicles or other tangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. The term shall exclude call-taking and dispatch equipment and other capital items that are purchased by County pursuant to the provisions of Section 5.03A of the Charter of Broward County.
- 1.5 Change Management Requests ("CMR"): The process used to specify the times and conditions when designated tasks can be performed on all software and hardware affiliated with the RPSI including but not limited to the Trunked Radio System, Public Safety Network, Computer Aided Dispatch (CAD) System, E-911, etc. The CMR is more fully explained in Exhibit D.
- 1.6 Computer Aided Dispatch ("CAD") System: A component of the RPSI that has as one of its functions, in conjunction with the AVL System, the ability to assist a radio dispatcher in identifying and dispatching public safety vehicles and personnel closest to the scene of an incident.
- 1.7 Contract Administrator: County's Director of the Office of Communications Technology.
- 1.8 County: The term "COUNTY" shall mean the government of Broward County, acting through the Board of County Commissioners or its designee.
- 1.9 Demarcation Points: A "Demarcation Point" or "Demarc" identifies a responsibility boundary between BSO-responsible items and County-responsible items. Exhibit B further defines and visually portrays the RPSI Demarcation Points and entity responsibilities on a portion-by-portion basis.
- 1.10 Equipment: The County-owned and maintained items listed in Exhibit C and any other County-provided items.
- 1.11 Fire Records Management System ("FRMS"): A component of the RPSI that archives fire-related dispatch records and information.
- 1.12 Fire Rescue Frontline Vehicles: Vehicles that are typically dispatched in the initial stages of an incident for the protection and preservation of life, property, and the environment. Vehicles whose primary purpose is responding to emergencies where time is critical, *i.e.*,

Fire Engines (Pumpers), Ladder Trucks, Medical Rescue Vehicles, and Shift Commanders. Frontline vehicles are staffed and dispatched and do not include resources held in a reserve or staff capacity.

- 1.13 Fire Station Alerting: Allows regional and non-regional communication centers to efficiently respond to emergencies by managing the assets of multiple fire stations. Public Safety Dispatch Centers can dispatch an engine, ambulance, entire station, or multiple stations by selecting them on their computer screen or by the push of a few buttons.
- 1.14 Hosted Master Site: The Hosted Master Site is the central hub for all analog and secure two-way radio voice processing. The Motorola Hosted Master Site replaced the County owned SmartZone Controller which was at end of life. The Hosted Master site uses Motorola's SmartX solution inclusive of analog to digital site converters which will allow the existing SmartZone 3.0 Radio Network to communicate to a P25 IP platform.
- 1.15 Law Records Management System ("LRMS"): A component of the RPSI that archives law enforcement dispatch records and information.
- 1.16 NetMotion: A component of the RPSI that improves mobile data network performance, encryption, communication stability, and roaming between disparate private and public wireless networks.
- 1.17 Network Mobility Zone ("NMZ"): A component of the RPSI which extends the public safety network to multiple jurisdictions. The network mobility zone provides the mobile data and remote facility user's access to the core of the Public Safety Intranet applications.
- 1.18 Non-Dispatch Facility: A City owned facility hosted by the infrastructure, applications, and services of the RPSI. A non-dispatch facility does not receive E-911 calls nor does it provide City-wide or county-wide dispatch services. A non-dispatch facility may require access to FRMS, Read-Only CAD Services, and PMDC via their owned and operated Local Area Networks. The BSO-County demarcation boundaries are outlined in Exhibit B.
- 1.19 Non-Regional Dispatch Center ("NRDC"): A cooperative dispatch center providing E911 call taking and dispatch services for a municipality. A NRDC is also hosted by the infrastructure, applications, and services of the RPSI. A NRDC supports the overall goals of closest unit response, radio interoperability, and data sharing and utilizes the Regional CAD and County-Wide Radio System. The County will be solely responsible for designating each qualifying dispatch center as a NRDC based upon the dispatch center's participation in the regional system. Upon such written designation by the County, the dispatch center will qualify as a NRDC under this Agreement unless and until the County otherwise designates in writing or the Agreement is otherwise terminated.
- 1.20 Peripheral Equipment: The BSO-owned and maintained items listed in Exhibit C and any other BSO-provided items. Peripheral equipment includes but is not limited to Ethernet cabling, mouse, keyboard, speakers, printers, etc.

- 1.21 Project: The integration of a regional public safety intranet comprised of radio and data systems, benefiting public safety agencies within Broward County that choose to participate.
- 1.22 Project Charter: Outlines the requirements, direction, constraints, and collectively accepted deliverables within a project. In addition, the charter will act as a guideline for the project manager and project team members to establish scope, schedule, and cost pertaining to the Project. The Project Charter template is further explained and listed in Exhibit E. Upon written confirmation by both parties, the completed Project Charter (including any subsequent updates by the parties) shall be automatically substituted and incorporated herein and shall operate as Exhibit E to this Agreement.
- 1.23 Project Manager: An employee of the County who is assigned by the Contract Administrator to provide day-to-day management of the Project from inception to completion.
- 1.24 Public Safety Network ("PSN"): A component of the RPSI which provides the communication connectivity and network infrastructure for data portions of the RPSI.
- 1.25 Regional Dispatch Center ("RDC"): A cooperative and consolidated dispatch center providing E911 call taking and dispatch services for multiple jurisdictions. A RDC is also hosted by the infrastructure, applications, and services of the RPSI. A RDC supports the overall goals of closest unit response, radio interoperability, and data sharing and utilizes the Regional CAD and County-Wide Radio System. The County funds the personnel and operating expenses associated to a regional dispatch center. The County will be solely responsible for designating each qualifying dispatch center as a RDC based upon the dispatch center's participation in the regional system. Upon such written designation by the County, the dispatch center will qualify as a RDC under this Agreement unless and until the County otherwise designates in writing or the Agreement is otherwise terminated.
- 1.26 Regional Public Safety Intranet ("RPSI"): The overall collection of Equipment – including but not limited to County's Trunked Radio System, Public Safety Network, and Public Safety Applications – that constitutes the Regional Public Safety Intranet. BSO-owned equipment interfaces to the County-owned RPSI.
- 1.27 Service Level Agreements ("SLA"): Defines an expected level of service segregated into various categories: System performance, trouble resolution, operations, and administration. The Service Level Agreements are further explained and listed in Exhibit F.
- 1.28 SmartZone: A component of the RPSI that interconnects disparate radio systems to provide county-wide coverage for roaming, efficient use of channels, and voice communication interoperability.
- 1.29 Subscriber Maintenance: Refers to BSO's responsibility to maintain the BSO owned user's equipment. Subscriber maintenance is further explained in Exhibit B.
- 1.30 System Maintenance: Refers to County's responsibility to maintain the regional public safety intranet (RPSI) as described in Exhibit B.

- 1.31 Trunked Radio System: County's Trunked Radio Communications System, a major portion of which is used by police and fire rescue personnel within Broward County. County currently owns and operates a twenty-eight (28) channel 800 MHz trunked simulcast SmartZone radio system.

ARTICLE 2
SCOPE OF WORK

- 2.1 County and BSO agree to install the necessary Equipment and Peripheral Equipment and perform their respective required tasks in accordance with the Statement of Work (Exhibit A).
- 2.2 The work to be done shall be referenced, for convenience, according to the project designations and as further identified and detailed in the Exhibit A Statement of Work.
- 2.3 County agrees that the Trunked Radio System will meet appropriate coverage, functionality, and availability parameters and accepted industry standard levels of performance as determined by Federal Communications Commission (FCC), Telecommunications Industries Association (TIA), and Association of Public Safety Communication Officials (APCO) standards together with manufacturers' specifications.
- 2.4 County shall own all Equipment the County supplies to BSO pursuant to this Agreement.
- 2.5 BSO shall provide County access to the applicable equipment rooms to the extent required for the installation of the County-owned equipment and integration of any applicable system into the RPSI. BSO will exercise due care to ensure that the electrical, security, and environmental requirements are maintained for such equipment rooms.
- 2.6 County agrees that the CAD, AVL, FRMS, LRMS, Mobility Zone, and Public Safety Network functionalities supplied to BSO shall also meet appropriate performance levels as defined in Exhibit F.
- 2.7 The Regional Public Safety Intranet will perform based on the specifications of any given application being run on the system as defined in the Exhibit A (Statement of Work). The RPSI shall allow for exchange of information amongst public safety users.
- 2.8 BSO shall be responsible for supplying County with needed uninterruptible power system (UPS) electrical power, electrical wiring, heating ventilating and air conditioning (HVAC), and standby power generation to meet manufacturer guidelines and operational standards established by County for dispatch center Equipment.
- 2.9 BSO agrees to allow County, with notice to BSO and monitoring by BSO personnel, to assist in troubleshooting a BSO local area network (LAN) which adversely impacts the Regional Public Safety Intranet. BSO agrees to correct any problems found in an expeditious manner.

- 2.10 BSO agrees to comply with the Demarcation Point division of responsibilities for the RPSI as provided in Exhibit B.
- 2.11 County shall maintain all systems outlined as "County responsibility" in Exhibit B over the life of this Agreement.
- 2.12 BSO shall maintain all systems outlined as "BSO responsibility" in Exhibit B over the life of this Agreement.
- 2.13 County shall not be responsible for the payment of any taxes, insurance, and utilities for BSO owned facilities.
- 2.14 Access to BSO's facilities for County personnel, or County's subcontractors, consistent with BSO security practices and procedures, shall be unlimited as to time and day.
- 2.15 BSO shall be responsible for any and all maintenance and repairs to the existing BSO owned facilities and any upgrades to such facilities. BSO shall maintain the structural and operational integrity of all associated BSO owned facilities and supporting equipment including but not limited to: batteries, buildings, cable plant, generators, roof, skylights, walls, foundations, sidewalks, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating systems, air conditioning systems, plumbing, electrical and all other structural components.
- 2.16 Prior to the issuance of the Notice to Proceed from the County's Contract Administrator to the contractor, the Parties shall develop a mutually acceptable Project Plan inclusive of Project Charter (Exhibit E), project schedule, and communication plan set forth, among other things, (i) selected tasks, deliverables, and activities required of each party, including all dates by which the responsible party must complete such activity, (ii) the milestones and the agreed upon date for completion of each milestone; and (iii) the date for System Acceptance. This development shall constitute a Detailed Design Review. The Project Schedule shall be in the form of a progress chart of suitable scale to appropriately indicate the percentage of work scheduled for completion at any time. Each party represents that it will act in good faith to establish the Project Schedule within thirty (30) days of a signed contract between the County's Contract Administrator and the contractor and that the number of days established will be reasonable as to each activity.
- 2.17 Upon BSO's concurrence with, and County's acceptance of, the Detailed Design Review and Project Schedule submitted to County, County will provide contractor with a Notice to Proceed.
- 2.18 Effective with the execution of this Agreement, BSO shall become a voting member of the Regional Public Safety Communications Committee ("RPSCC") (or equivalent committee that has the authority to make technical decisions with regard to major upgrades and

configuration changes to the RPSI) and other applicable governance boards to the extent approved by County.

- 2.19 BSO shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, a list of which are included in Exhibit G, as well as those developed in the future and issued to BSO by County. BSO agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the RPSI Trunked Radio System.
- 2.20 County and BSO shall jointly be responsible for developing desired fleet mapping and programming of all subscriber units and system parameters necessary to meet the operational requirements as provided in Exhibit H.
- 2.21 SmartZone operation shall be limited to public safety users only.
- 2.22 BSO acknowledges that the services to be performed under this Agreement, relative to County's responsibilities, shall be performed by County and/or its contractors and shall be under the sole supervision and direction of County. At BSO facilities, BSO may monitor installation work done by the County, its employees, agents, and subcontractors. Likewise, County acknowledges that the services to be performed under this Agreement relative to BSO's responsibilities shall be performed by BSO and/or its contractor(s) and shall be under the sole supervision and direction of BSO. County may monitor installation work done by the BSO, its employees, agents, and subcontractors.
- 2.23 BSO is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to BSO subscribers as provided in Exhibit B. BSO may utilize the services of a third party to provide maintenance of BSO subscribers, or BSO may contract with County for a fee for a combination of the aforementioned services or for all of the above services as provided in Exhibit H.
- 2.24 County shall reprogram all BSO subscriber radios and control stations for operation on the County's Trunked Radio System.
- 2.25 BSO is responsible for all removals and installations of its subscriber equipment.
- 2.26 County agrees that it will not implement any changes/enhancements to the RPSI that could adversely affect the BSO system subscribers unless directed to do so by federal or state mandates as stated in Section 3.3 of this Agreement or otherwise agreed to, in writing, between the parties. Prior written notice as defined in Exhibit D shall be made by County to BSO for proposed changes and their potential effect on BSO operations. Should BSO or County desire to perform changes to the facility or the RPSI that may impact the Equipment or services provided by the County, the Change Management Request (CMR) procedures (Exhibit D) will be followed.

- 2.27 The parties agree that any and all drawings, plans, specifications or other documents or materials will be reviewed by BSO and County, or its sub-contractors to ensure that they are: (a) consistent with the BSO and County requirements for the Project; (b) sufficiently fit and proper for the purposes intended; and (c) comply with all applicable laws, statutes, building codes, and BSO and County guidelines or regulations, which apply to or govern the Project. BSO's approval, acceptance, use of or payment for all or any part of County's services under this Agreement or of the Project itself shall in no way alter County's obligations or BSO's rights. Copies of all items shall be provided to BSO and County. The Project Charter will be used to identify the requirements and expectations set forth by BSO and County.
- 2.28 In the event that County or BSO believe that any aspect of a Project is not in compliance with approved plans or applicable codes, or that work cannot be completed as designated, County or BSO shall notify the appropriate other party within the next business day after discovery, in writing or electronically, as to the reason(s) the proposed portion of the work is not in compliance or not feasible to meet the scope of services to be provided in this Agreement.
- 2.29 BSO agrees to complete a joint Acceptance Test Plan (Exhibit A, Attachment 2) with County to inspect County's or the contractor's performed work on the System to determine if it meets the BSO's operational needs and County's requirements.
- 2.30 BSO public safety users shall have equal accessibility to County's RPSI similar to other public safety agency subscribers.
- 2.31 BSO agrees to purchase all necessary BSO subscriber equipment as described in Exhibit B within ninety (90) days of the BSO providing written notice to County exercising its option to participate in a regional public safety intranet consisting of any one or combination of the following: Trunked Radio System, CAD, ATM, AVL, FRMS, LRMS, or PSN.
- 2.32 BSO agrees to provide County or County's contractor, for the term of the Agreement, with facility space associated with the on-site maintenance, troubleshooting, and repair of all County Equipment.
- 2.33 Notwithstanding any other provision in this Agreement, all support, funding, and other obligations of County to BSO under this Agreement shall be provided solely to BSO for BSO's direct responsibilities under the System as a Non-Regional Dispatch Center, and shall not be provided or applied to fulfill any responsibilities of any city under the System. BSO shall, upon reasonable request by County, provide sufficient documentation to establish that any County support or funding provided to BSO under this Agreement is not supplanting or otherwise duplicating a city responsibility.

ARTICLE 3
TERM

- 3.1 The obligation of the Parties to perform under this Agreement shall commence upon the date of the last party executing this Agreement ("Effective Date").
- 3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and BSO, unless terminated pursuant to Article 4.
- 3.3 The terms of this Agreement may be amended if a state or federal regulatory agency mandates significant technological modifications of the system requiring a major reconfiguration or upgrade. In such instances, the Parties shall meet to determine an appropriate solution and funding. In the event the parties are unable to reach an agreement regarding state or federal mandates for technological modifications and/or funding of said modifications, either party may terminate the Agreement for cause pursuant to Article 4.

ARTICLE 4
TERMINATION

- 4.1 This Agreement may be terminated by the County or BSO for convenience upon providing written notice to the other party at least 365 days prior to the effective date of such termination.
- 4.2 The failure of the BSO to perform its responsibilities as set forth herein for a period of thirty (30) calendar days after written notice by County shall constitute a breach of this Agreement. In the event the BSO fails to cure the breach within such thirty (30) day period, County may immediately terminate this Agreement upon written notice to the BSO.
- 4.3 BSO recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for County's budget year funding. If in any budget year, funding, for any reason, is not provided to cover the County's responsibilities and obligations under this Agreement, this Agreement may be terminated by County without penalty upon written notice to the BSO.

ARTICLE 5
COMPENSATION

- 5.1 Section 318.21(9), Florida Statutes, requires that Twelve dollars and fifty cents (\$12.50) from each moving traffic violation must be used by the County to fund the County's participation in an intergovernmental radio communication program approved by the Department of Management Services. BSO understands such revenue generated within its jurisdiction will be used by the County to help fund the RPSI's operating costs.

ARTICLE 6
ADDITIONAL SERVICES

- 6.1 It is mutually acknowledged that during the term of this Agreement it may be desirable to change the scope or extent of the maintenance services or to have County substitute items of Equipment and/or provide new items of Equipment. The parties also recognize that during the term of this Agreement, additions, changes, or modifications may be necessary or desirable to carry out the intent or purpose of this Agreement. The Parties agree that during the term of this Agreement they will negotiate in good faith any requested changes to the scope or extent of the maintenance services or to substitution of items of Equipment and/or provision of new items of Equipment and other services proposed by County. All requested changes to the scope or extent of the maintenance services or to substitution of items of Equipment and/or provision of new items of Equipment, upgrades and other proposed additional services are subject to funding availability.
- 6.2 Any and all modifications to the terms and conditions of this Agreement must be contained in a written amendment executed by both parties with the same formalities as set forth herein. Should BSO or County desire to perform changes to the facilities, the RPSI or PSN that may adversely impact the Equipment provided by the County, the Change Management Request (CMR) procedures (Exhibit D) will be followed.

ARTICLE 7
LIABILITY

- 7.1 BSO and County shall each individually defend any action or proceeding brought against their respective agency pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or their defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.
- 7.2 BSO and County agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Agreement. This paragraph does not affect in any way any indemnification or hold harmless obligations of any third party to BSO or County under any other contract, agreement or obligation.
- 7.3 BSO and County are "state agencies or subdivisions" as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of its agents or employees to the extent required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity is applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State

of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

ARTICLE 8
INSURANCE

- 8.1 The Parties acknowledge that County is self-insured in accordance with the provisions set forth in Section 768.28, Florida Statutes.

ARTICLE 9
PERFORMANCE

- 9.1 Operational Performance Metrics will be provided by County to BSO on a quarterly basis to collectively evaluate system integrity. The operational performance metrics will be a part of the service level agreement provided by County to BSO and further explained in Exhibit F.

ARTICLE 10
CONFIDENTIALITY AND RECORDS

- 10.1 County and BSO, to the extent permitted by law, shall not disclose confidential Information provided by or obtained from the other party to this Agreement in connection with the services performed under this Agreement other than in lawful performance of the party's obligations under the regional System. Confidential Information shall mean criminal intelligence information, criminal investigative information, computer programs and application software, embedded software and their documentation. BSO shall expressly identify in writing the confidential information.
- 10.2 If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's Confidential Information hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.
- 10.3 The parties acknowledge that a breach of this provision will cause irreparable injury to the other party, that the remedy at law for any such violation or threatened violation will not be adequate and that the injured party shall be entitled to seek temporary and permanent injunctive relief.
- 10.4 The parties shall keep such records and accounts as may be necessary in order to record complete and correct entries for charges and any expenses incurred or expected to be reimbursed under this Agreement. All books and records relative to services under this Agreement will be available at all reasonable times for examination

and audit by the other party and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. All books and records which are considered public records, pursuant to Chapter 119, Florida Statutes, shall be kept by County in accordance with such statutes.

- 10.5 The provisions of this Article shall remain in full force and effect and enforceable even after the expiration of this Agreement.

ARTICLE 11
MISCELLANEOUS PROVISIONS

- 11.1 **ASSIGNMENT**: County shall perform the services provided for in this Agreement utilizing County's employees, contractors, and subcontractors. Said services shall be performed exclusively and solely for BSO which is a party to this Agreement. BSO and County shall not have the right to assign this Agreement without the express written approval of both parties.
- 11.2 **JOINT PREPARATION**: The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 11.3 **SEVERABILITY**: In the event any portion or provision of this Agreement is found to be unenforceable by any court of competent jurisdiction, that provision or portion shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 11.4 **ENTIRE AGREEMENT AND MODIFICATION**: This Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter contained herein. Specifically, this Agreement supersedes and replaces in its entirety the Agreement between Broward County and Sheriff of Broward County, Florida Providing for Cooperative Participation in a Regional Public Safety Intranet, dated on or about February 26, 2013. It is further agreed that no change, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality and of equal dignity herewith.
- 11.5 **COMPLIANCE WITH LAWS**: Each party shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

- 11.6 BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
- 11.7 FORCE MAJEURE: Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or conditions beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").
- 11.8 AUTHORITY: The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.
- 11.9 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 in writing in the manner provided in this section:

County:

Broward County
Director, Office of Communications Technology
115 S. Andrews Avenue, Room 325
Fort Lauderdale, Florida 33301

With a copy to:

Broward County Attorney's Office
Government Center
115 S. Andrews Avenue, Room 325
Fort Lauderdale, FL 33301

Broward Sheriff's Office:

Broward Sheriff's Office
2601 W Broward Blvd.
Ft. Lauderdale, FL 33312

With a copy to:

Broward Sheriff's Office General Counsel
2601 W Broward Blvd.
Ft. Lauderdale, FL 33312

- 11.10 MATERIALITY AND WAIVER OF BREACH: The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Either party'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.
- 11.11 INDEPENDENT CONTRACTORS: The parties agree that each party to this Agreement is an independent contractor. In providing such services, neither of the Parties, nor their respective agents shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 11.12 RECORDING: This Agreement shall be recorded in accordance with the Florida Interlocal Cooperation Act of 1969.
- 11.13 PRIORITY OF PROVISIONS: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 of this Agreement shall prevail and be given effect.
- 11.14 MULTIPLE ORIGINALS: This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall be the force and effect of an original document.
- 11.15 NON-DISCRIMINATION: The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, disability, marital status, sexual orientation or national origin.
- 11.16 RECORDS: Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents requests served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for noncompliance with that law.
- 11.17 CHOICE OF LAW, WAIVER OF JURY TRIAL: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the federal or state courts of Broward County, Florida, and shall be governed by the laws of the state of Florida and any applicable federal laws, codes or regulations. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury in any such litigation.

11.18 OWNERSHIP OF EQUIPMENT: County retains ownership of all Equipment that the County provides to the BSO pursuant to the terms and conditions of this Agreement. In the event this Agreement is terminated by either party, the County shall remove and/or recover all equipment within ninety (90) days of the effective date of termination.

11.19 ATTACHMENTS AND REFERENCES: The following named exhibits are made an integral part of this Agreement:

- Exhibit A: Statement of Work
 - Attachment 1: System Description
 - Attachment 2: Acceptance Test Plan

- Exhibit B: System Demarcation Points
 - Attachment 1A: Regional Dispatch Center
 - Attachment 1B: Non-Regional Dispatch Center
 - Attachment 1C: Non-Dispatch Facility
 - Attachment 1D: Mobile Data Law Enforcement
 - Attachment 1E: Mobile Data Fire Rescue Frontline Vehicles
 - Attachment 2: Demarcation Drawings

- Exhibit C: Equipment List

- Exhibit D: Change Management Request

- Exhibit E: Project Charter

- Exhibit F: Service Level Agreements
 - Attachment 1: Terms and Conditions
 - Attachment 2: Trouble Ticket Workflow

- Exhibit G: RPSI Trunked Radio System SOP's

- Exhibit H: BSO/County Responsibilities

11.20 THIRD PARTY BENEFICIARIES: This Agreement is not intended to benefit any third party nor shall it create a contractual relationship with any third party.

The remainder of this page is intentionally blank.

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

BROWARD COUNTY

WITNESS:

Susan Seferian
(Signature)
SUSAN SEFERIAN
(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

By *Pertha*
County Administrator

30th day of September, 2013

Andre Morrell
(Signature)
ANDRÉ MORRELL
(Print Name of Witness)

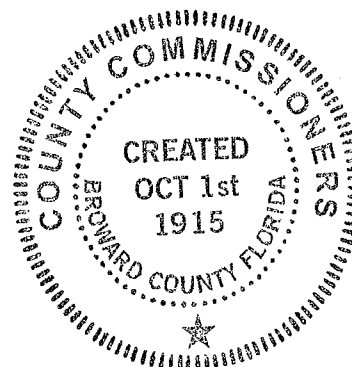
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By *[Signature]* 9/25/13
(Signed) (Date)
Assistant County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

By *[Signature]* 9/25/13
Risk Management Division (Date)

Jacqueline A. Binns
Print Name and Title above
Risk Insurance and
Contracts Manager



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

SHERIFF OF BROWARD COUNTY

By: Scott Israel
SCOTT J. ISRAEL, As Sheriff of Broward County

Date: 9.18.13

Witnessed: [Signature]

Witnessed: [Signature]

Approved as to form and legal sufficiency:

By: [Signature]
Ronald M. Gunzburger, General Counsel
Office of the General Counsel

Date: 09/17/13

Exhibit A
Statement of Work

Exhibit A – ATTACHMENT 1

SYSTEM DESCRIPTION

To be provided at Detailed Design Review Phase of the project

Exhibit A – ATTACHMENT 2

Acceptance Test Plan

To be provided at Detailed Design Review Phase of the project

EXHIBIT B – ATTACHMENT 1A

Regional Public Safety Intranet Demarcation Points

Regional Dispatch Center

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
Trunked Radio System	GOLD ELITE CONSOLE(S)	Infrastructure and software up to and including the COUNTY-owned Gold Elite/P25 IP based Radio Console(s) located in the Regional Dispatch Center.	All mobile and portable radio subscriber units including any software operating on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
Hosted Master Site (HMS)	COUNTY OWNED SMARTX CONVERTERS	Maintain COUNTY owned radio equipment in accordance to COUNTY HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.	Maintain BSO owned radio equipment in accordance to BSO HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.
Radio Talkgroup Recording	RECORDER AT REGIONAL DISPATCH CENTER	Logging recorder equipment located at the Regional Dispatch Center. Any software playback at the Regional Dispatch Center.	BSO has no responsibility for talkgroup recording in a regional dispatch center
Fire Station Alerting (FSA)	CITY FSA EQUIPMENT LOCATED AT THE FIRE STATION	Fire station alerting equipment located in the Regional Dispatch Center. COUNTY will be responsible for COUNTY RF connectivity from the Regional Dispatch Center to the BSO Fire Station.	Fire station alerting equipment located at the CITY fire stations. BSO is responsible for any communication medium other than COUNTY RF (ie: leased lines). BSO is responsible for the Fire Station Radio Frequency (RF) antenna to the Zetron Model 6 to the Audio/Video (AV) equipment including the Public

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
			Announcement (PA) system and speakers. Any BSO LAN requirements.
CAD System	BSO LAN	Infrastructure and software up to and including the CAD server, Regional dispatch console workstations, Regional Dispatch CAD client licenses, and the needed communications via the RPSI.	All extended BSO LAN equipment along with software, client licenses, peripheral equipment to provide communications to BSO "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
AVL System	BSO LAN	Infrastructure up to and including the AVL server, regional client desktop software licenses, and the needed communications via the RPSI.	All extended BSO LAN equipment along with software, client licenses, peripheral equipment to provide communications to BSO "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Advanced Tactical Mapping	BSO LAN	Infrastructure up to and including the advanced tactical mapping servers, regional standard desktop client software licenses, and the needed communications via the RPSI.	All extended BSO LAN equipment along with software, client licenses, peripheral equipment to provide communications to BSO "read only" CAD workstations and all existing interfaces. (Future interfaces
Fire Records Management System	BSO LAN	Infrastructure up to and including the Fire Records Management servers and standard software site and client	Desktop hardware and all LANs connected to the FRMS; non-standard or customized software desired by BSO.

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
		licensing for Fire Records.	
Law Records Management System	BSO LAN	Infrastructure up to and including the Law Records Management servers.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by BSO and standard software site and client licensing for Law Records.

EXHIBIT B – ATTACHMENT 1B

Regional Public Safety Intranet Demarcation Points

Non-Regional Dispatch Center

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure and software up to and including the COUNTY-owned Gold Elite/P25 IP based Radio Console(s) located in the Regional Dispatch Center.	All mobile and portable radio subscriber units including any software operating on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
Hosted Master Site (HMS)	COUNTY OWNED SMARTX CONVERTERS Or BSO OWNED SMARTX CONVERTERS	Maintain COUNTY owned radio equipment in accordance to COUNTY HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.	Maintain BSO owned radio equipment in accordance to BSO HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.
Radio Talkgroup Recording	N/A	COUNTY is not responsible for radio talkgroup recording at a Non-Regional Dispatch Center.	Logging recorder equipment located at the Non-Regional Dispatch Center. Any software playback at the Non-Regional Dispatch Center.
Fire Station Alerting (FSA)	N/A	COUNTY is not responsible for fire station alerting at a Non-Regional Dispatch Center.	All fire station alerting related equipment and communication medium at the Non-Regional Dispatch Center and at the BSO fire stations.
CAD System	BSO LAN	Infrastructure and software up to and including the CAD server, Regional dispatch console workstations,	All extended BSO LAN equipment along with software, client licenses, peripheral equipment to provide communications to

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
		Regional Dispatch CAD client licenses, and the needed communications via the RPSI.	BSO "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
AVL System	BSO LAN	Infrastructure up to and including the AVL server, regional client desktop software licenses, and the needed communications via the RPSI.	All extended BSO LAN equipment along with software, client licenses, peripheral equipment to provide communications to BSO "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Advanced Tactical Mapping	BSO LAN	Infrastructure up to and including the advanced tactical mapping servers, regional standard desktop client software licenses, and the needed communications via the RPSI.	All extended BSO LAN equipment along with software, client licenses, peripheral equipment to provide communications to BSO "read only" CAD workstations and all existing interfaces. (Future interfaces
Fire Records Management System	BSO LAN	Infrastructure up to and including the Fire Records Management servers and standard software site and client licensing for Fire Records.	Desktop hardware and all LANs connected to the FRMS; non-standard or customized software desired by BSO.
Law Records Management System	BSO LAN	Infrastructure up to and including the Law Records Management servers.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by BSO and standard software site and client licensing for Law Records.

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility

EXHIBIT B – ATTACHMENT 1C

Regional Public Safety Intranet Demarcation Points

Non-Dispatch Facility

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
CAD System	BSO LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined BSO location.	All extended BSO LAN equipment along with software, client licenses, desktop workstations, peripheral equipment to provide communications to BSO "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Advanced Tactical Mapping	BSO LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined BSO location.	All extended BSO LAN equipment along with software, client licenses, desktop workstations, peripheral equipment to provide communications to BSO ATM workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Fire Records Management System	BSO LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined BSO location.	Desktop hardware and all LANs connected to the FRMS; non-standard or customized software desired by BSO.

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
		FRMS standard site and client desktop software licenses will be provided from COUNTY to BSO.	
Law Records Management System	BSO LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined BSO location.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by BSO and standard software site and client licensing for Law Records.

EXHIBIT B – ATTACHMENT 1D

Regional Public Safety Intranet Demarcation Points

Mobile Data – Law Enforcement

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure up to the COUNTY-owned Gold Elite/P25 IP Console(s) located in the Regional and/or Non-Regional Dispatch Center.	All mobile and portable radio subscriber units including any software required to operate on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
CAD System	BSO MDT	Infrastructure up to and including the CAD server and the needed communications via the RPSI.	All extended LAN equipment along with software, client licenses, peripheral equipment to provide communications to BSO CAD MDTs and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
AVL System	COUNTY's Infrastructure	Infrastructure up to and including the AVL server; and the needed communications via the RPSI.	All vehicle-related equipment and any remote monitoring equipment and software
Law Record Management System	COUNTY infrastructure	Infrastructure up to and including the Law Records Management servers.	All vehicle Equipment including laptop, modem, cabling, associated mounting hardware, antenna – and any monitoring Equipment and standard software site and client licensing for Law

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
			Records. Non-standard or customized software is also the responsibility of the BSO.

EXHIBIT B – ATTACHMENT 1E

Regional Public Safety Intranet Demarcation Points

Mobile Data - Fire Rescue Frontline Vehicles

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure up to the COUNTY-owned Gold Elite/P25 IP Console(s) located in the Regional and/or Non-Regional Dispatch Center.	All mobile and portable radio subscriber units including any software required to operate on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
CAD System	BSO LAN	Infrastructure and software up to and including the CAD server, MDT hardware, MDT regional CAD client software licenses, and the needed communications via the RPSI.	All vehicle related peripheral equipment and any monitoring equipment. Non-Regional or customized software desired by BSO. (Future interfaces to the COUNTY-supplied systems do not apply.)
AVL System	Frontline Vehicle	Infrastructure up to and including the AVL server, and GPS devices located in Fire Rescue frontline vehicles.	All vehicle-related peripheral equipment and any remote monitoring equipment and software.

RPSI Portion	Demarc	COUNTY Responsibility	BSO Responsibility
Mobile Data Terminals	Frontline Vehicle	COUNTY will assume capital and lifecycle procurement of MDT's and associated regional standard software for Fire Rescue frontline vehicles.	All vehicle related peripheral equipment and any monitoring Equipment. BSO responsible for wireless modems and recurring operating costs. Non-regional or customized software desired by BSO.
Fire Record Management System	COUNTY infrastructure	COUNTY infrastructure up to and including the FRMS Server and the needed communication interfaces via the RPSI.	Acquisition of FRMS standard site and client mobile software licenses will be the responsibility of BSO. All vehicle related peripheral equipment and any monitoring Equipment. Non-regional or customized software desired by BSO. (Future interfaces to the COUNTY-supplied systems do not apply.)

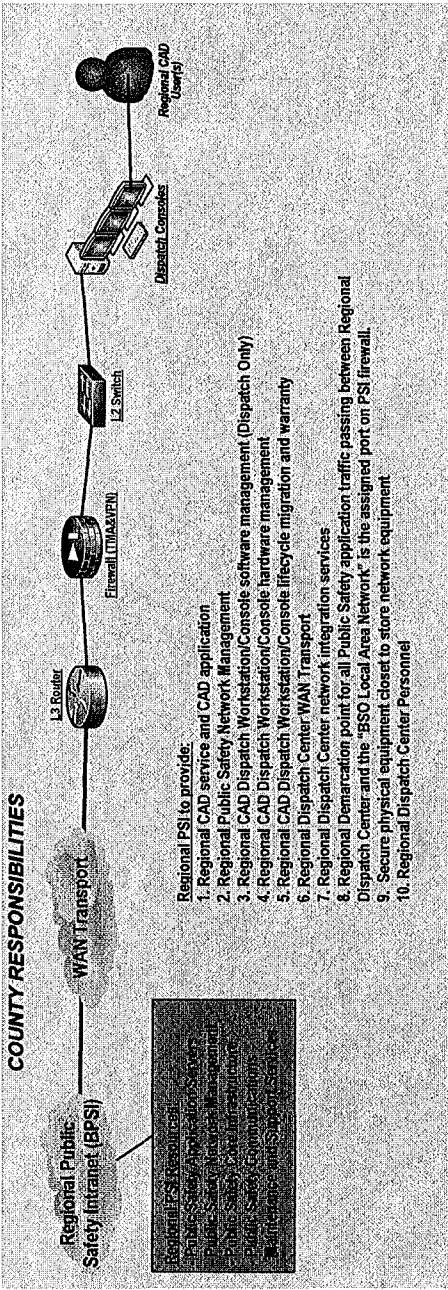
EXHIBIT B – ATTACHMENT 2 (Drawings)

Broward County RPSI - ILA Regional Dispatch Center

CAD DIMARC

Broward County - Public Safety Intranet

Logical Network Design Overview Regional Dispatch Center
Broward County/BSO Responsibilities



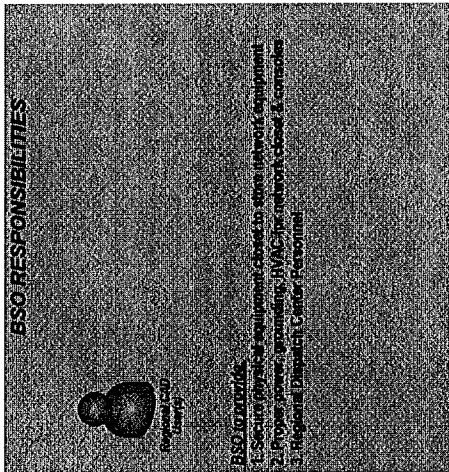
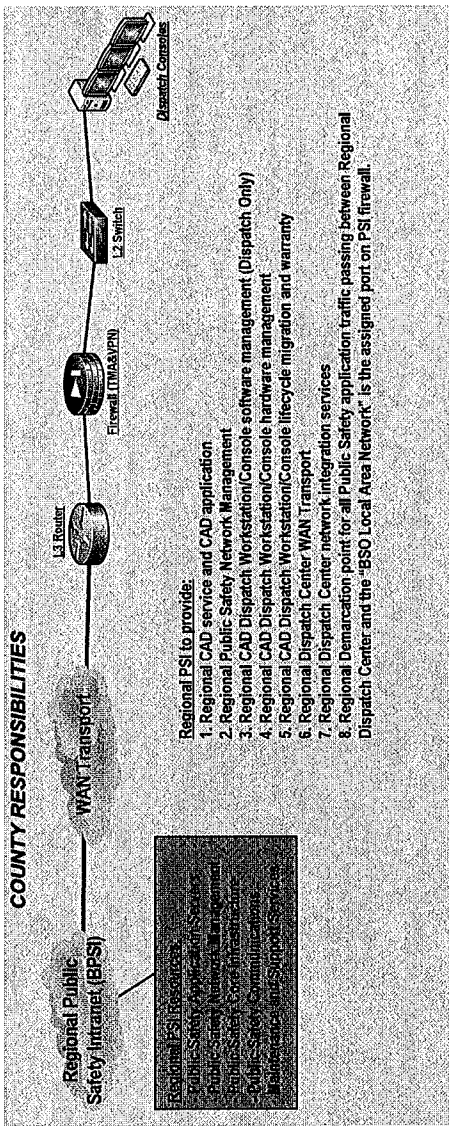
Broward County PSI - ILA Non-Regional Dispatch Center

CAD DMARC

Broward County - Public Safety Intranet

Logical Network Design Overview / Non-Regional Dispatch Center

Broward County / BSO Responsibilities



Broward County RPSE/ILA Non-Dispatch Facility Application: DMARC

Broward County - Public Safety Intranet
 Logical Network Design Overview Non-Dispatch Facility
 Broward County/BSO Responsibilities

COUNTY RESPONSIBILITIES

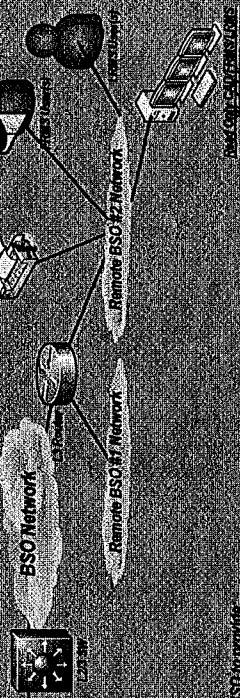
Regional Public Safety Intranet (RPSE)



- Public Safety/Dispatch Services
- Public Safety Network Management
- Public Safety Core Infrastructure
- Public Safety Communications
- Networks and Support Services

- Regional PSI to provide:
1. Regional FRMS/ILRMS/CAD Read Only service
 2. Regional Public Safety Network Management
 3. WAN transport to one "BSO local area network" location
 4. Regional FRMS/ILRMS/CAD Read Only Network Integration Services
 5. FRMS Desktop Client License
 6. Regional Demarcation point for all Public Safety application traffic passing between Regional Dispatch Center and the "BSO Local Area Network" is the assigned port on PSI Firewall.

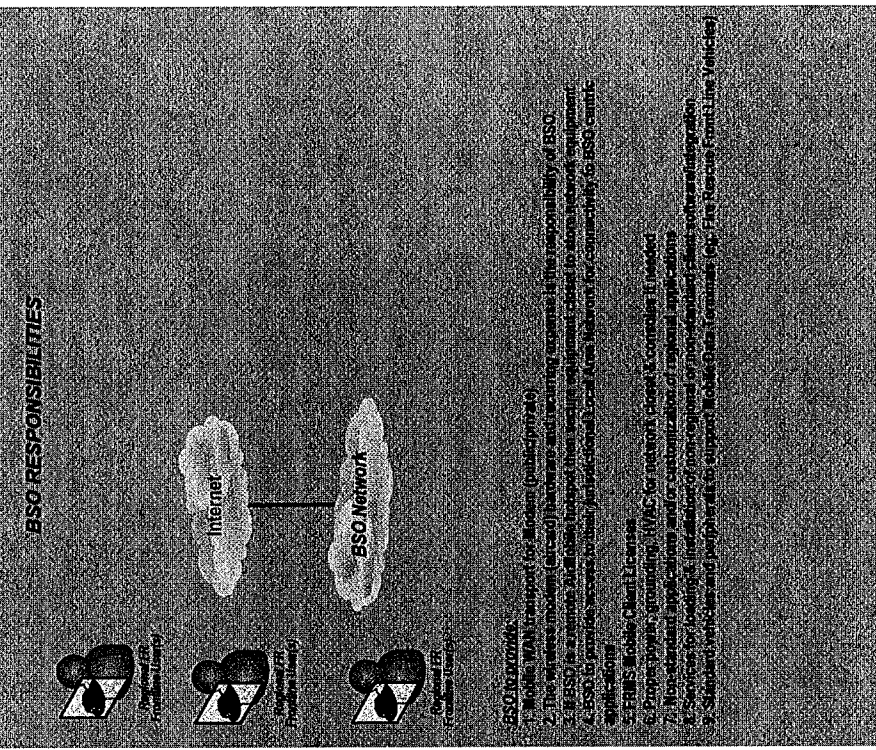
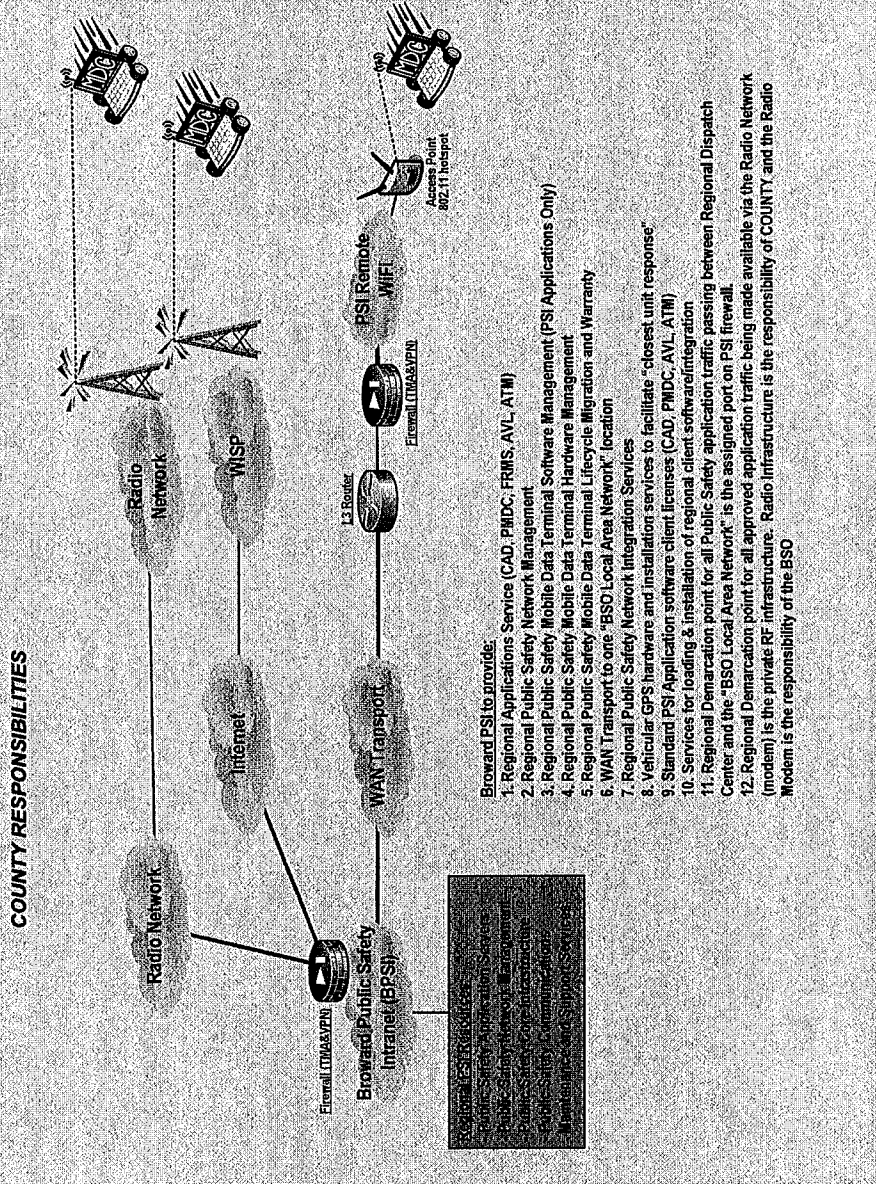
BSO RESPONSIBILITIES



- BSO Network:
1. FRMS/ILRMS/CAD Read Only complete hardware operating system warranty
 2. FRMS/ILRMS/AD Read Only complete connect to BSO network & BSO remote locations, including the BSO WAN transport
 3. FRMS/ILRMS client software licenses
 4. CAD Read-Only software licenses
 5. Secure equipment clear to ship network equipment
 6. Proper power, grounding (AVAC) for network closet & consoles
 7. Appropriate equipment & network for Law & Public Safety
 8. Testing & installation of client software including testing BSO resources (eg. IT Staff)
 9. Responsibilities for cost of non-Dispatch applications and/or customization of regional applications

Broward County RPS - ILA Mobile Data ER Frontline Vehicles Infrastructure Application DMARC

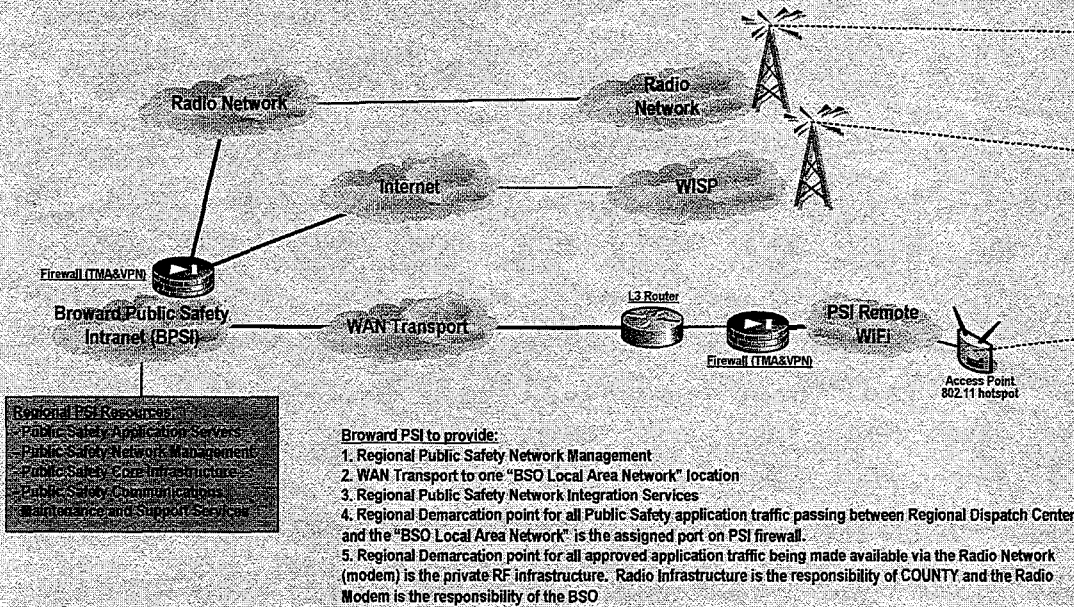
Logical Network Design Overview Mobile Data - Fire Rescue Frontline Vehicles
 Broward County/BSO Responsibilities



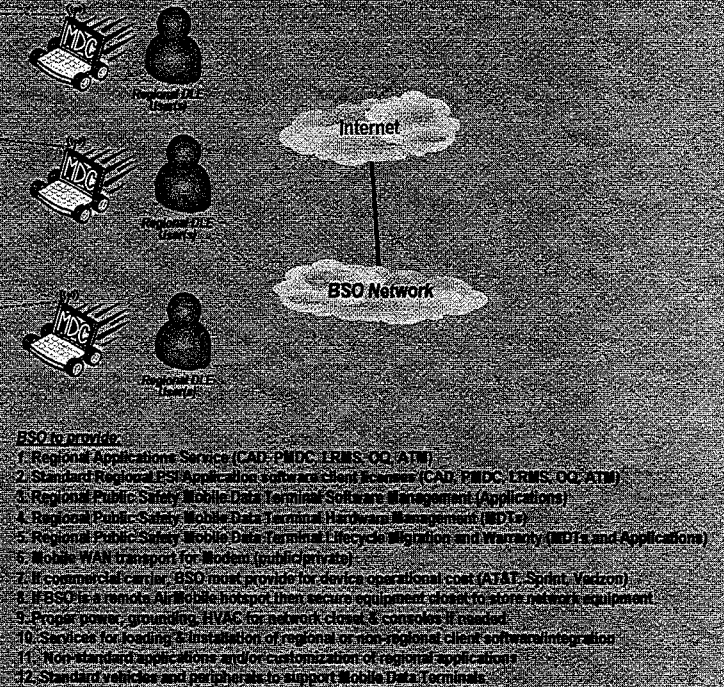
Broward County RPSI-ILA Mobile Data Law Enforcement Infrastructure / Application DMARC

Broward County - Public Safety Intranet
 Logical Network Design Overview Mobile Data- Law Enforcement
 Broward County/BSO Responsibilities

COUNTY RESPONSIBILITIES

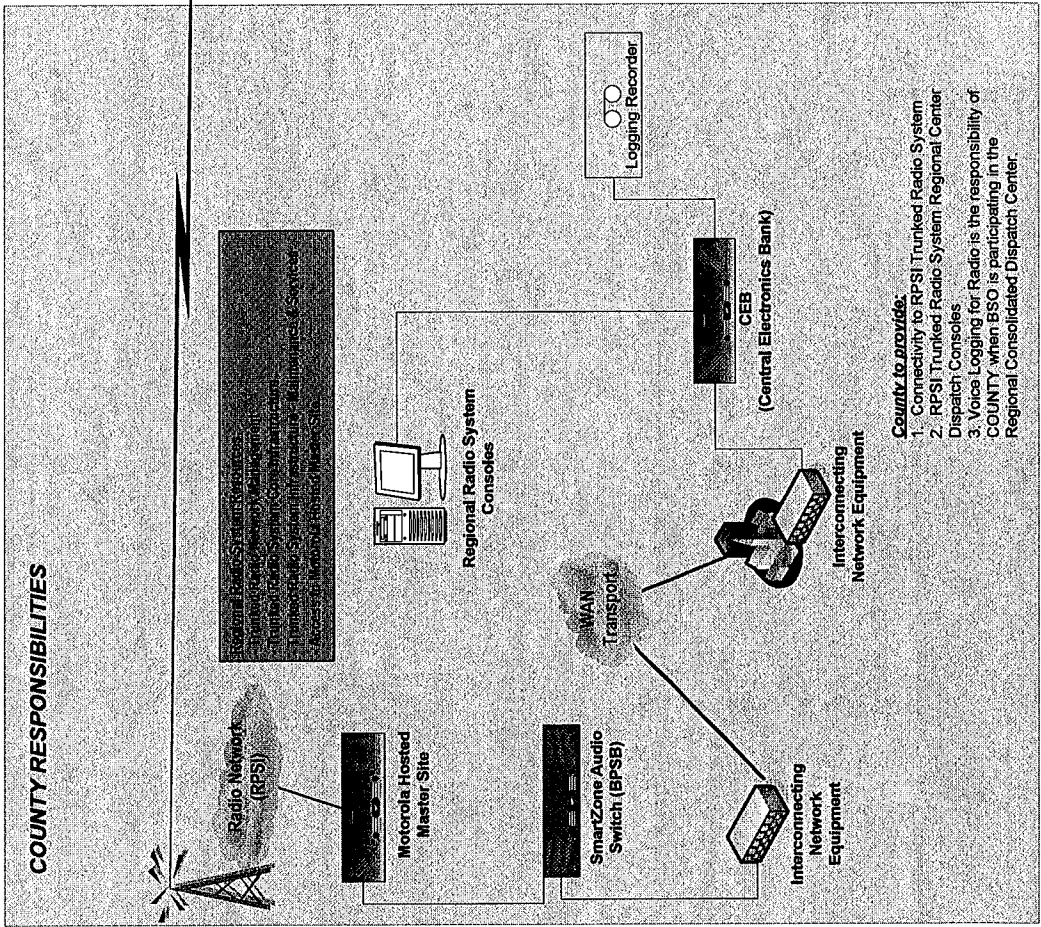


BSO RESPONSIBILITIES

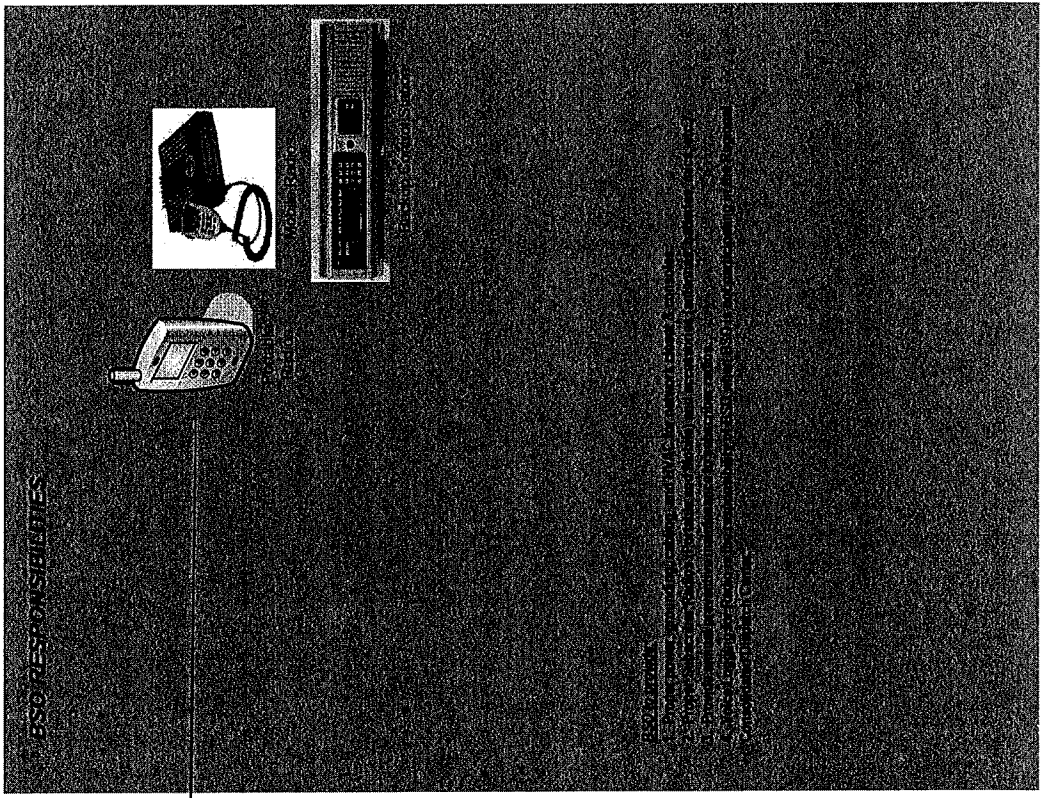


Broward County - I/LA Radio Network Direct Subscribers DMARC

RPSI - Trunked Radio System
Logical Network Design Overview Broward County Radio System
Broward County/BSO Responsibilities



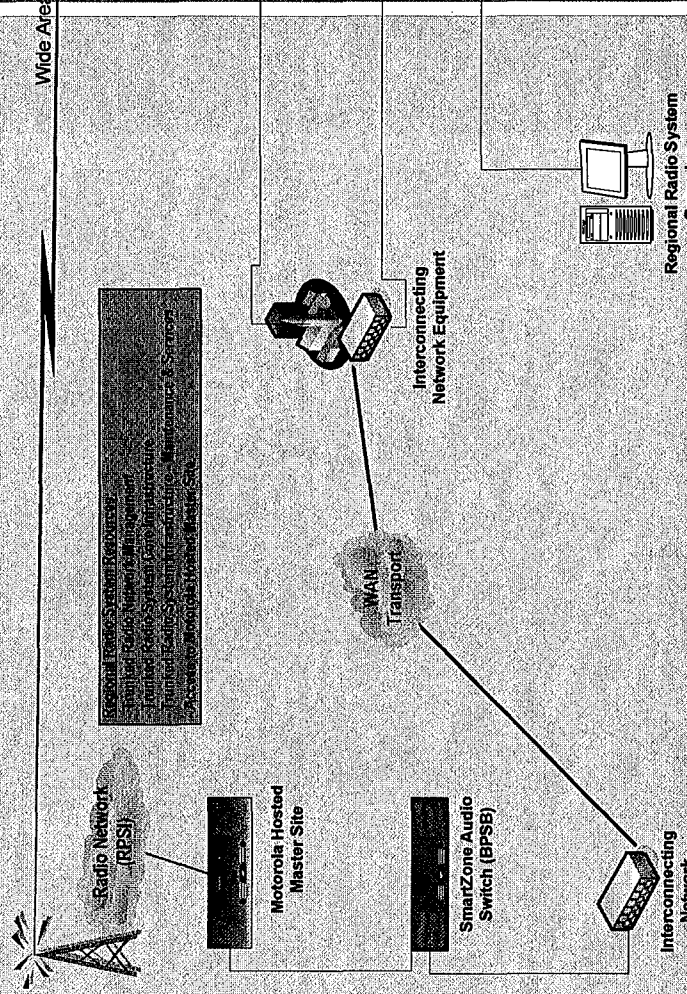
- County to provide:**
1. Connectivity to RPSI Trunked Radio System
 2. RPSI Trunked Radio System Regional Center Dispatch Consoles
 3. Voice Logging for Radio is the responsibility of COUNTY when BSO is participating in the Regional Consolidated Dispatch Center



Broward County - ILA Radio Network Indirect Subscribers DMARC

RPSI - Trunked Radio System
Logical Network Design Overview Broward County Radio System
Broward County/BSO Responsibilities

COUNTY RESPONSIBILITIES



- County to provide:**
1. Connectivity to RPSI Trunked Radio System
 2. RPSI Trunked Radio System Regional Center Dispatch Consoles
 3. Voice Logging for Radio is the responsibility of COUNTY when BSO is participating in the Regional Consolidated Dispatch Center.

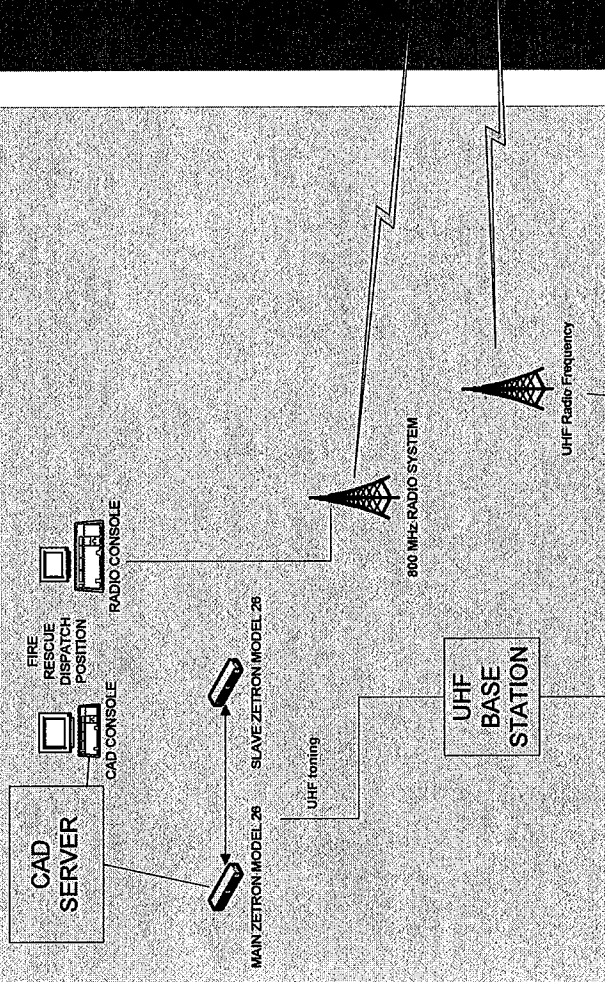
BSO RESPONSIBILITIES



**Broward County - I/A Radio Network
Fire Station Alerting System DMARC**

RPST - Fire Station Alerting System
Logical Network Design Overview: Broward County Radio System
Broward County/BSO Responsibilities

COUNTY RESPONSIBILITIES



RPST - Fire Station Alerting System
Logical Network Design Overview: Broward County Radio System
Broward County/BSO Responsibilities

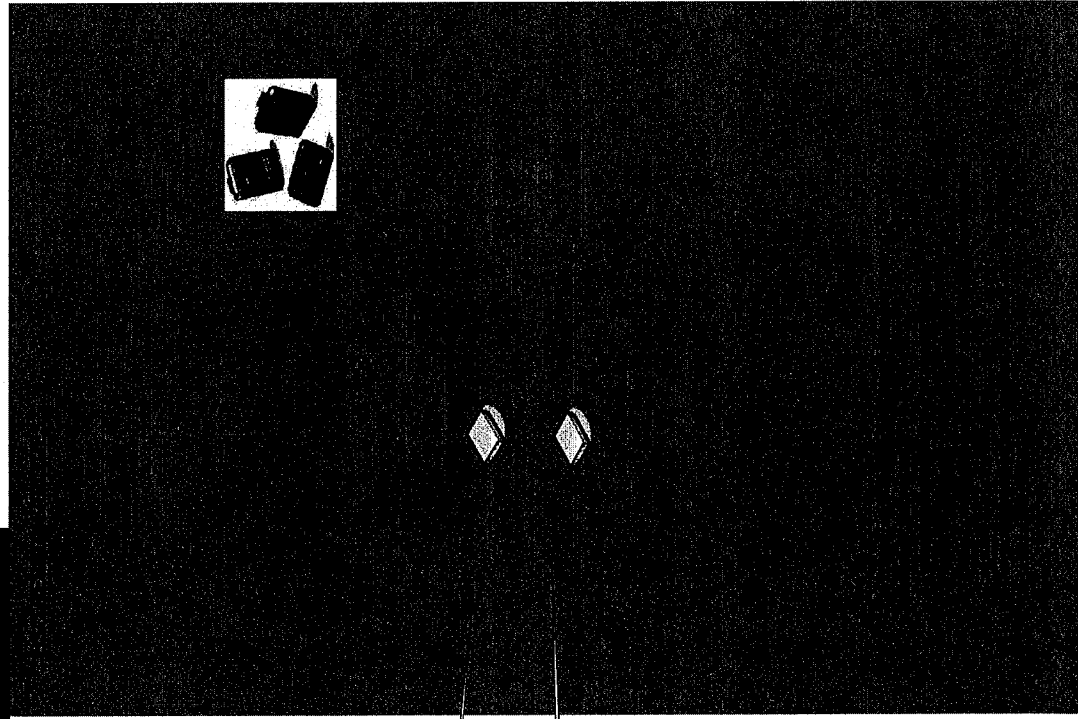


EXHIBIT "C"

Equipment List

Model numbers are provided for reference only in this proposal and are subject to change.

Exhibit D **Change Management Request Procedure**

Introduction

This document defines the Change Management Request (CMR) process for any component(s) that make up the Regional Public Safety Intranet providing delivery of services to end-users. The CMR process will be used to specify the times and conditions when designated tasks can be performed as maintenance on all software and equipment affiliated with the Regional Public Safety Intranet including but not limited to the Public Safety Network (PSN), Trunked Radio System, Computer Aided Dispatch (CAD) System, LRMS, FRMS, PMDC, UDT/DSS, E-911, etc.

Objective

The objective of the CMR process is to implement maintenance and expansion guidelines that will assure system reliability; minimize the impact on end-users and prevent unintended outage conditions.

Definition

The CMR process will be an ongoing activity involved with the scheduling, communication and coordination of maintenance and construction activities impacting the RPSI. This process includes a Request, Review and Approval process. All change and maintenance activities are performed during predetermined and mutually acceptable Maintenance Windows.

Scope

The CMR process should be followed for any installation, equipment and software maintenance activity or any construction activity which either directly or indirectly impacts the Regional Public Safety Intranet.

CMR Process Requirements

All scheduled change and maintenance activities will require completion of an electronic CMR form and must conform to the following criteria:

- All work requests that impact directly or indirectly the end-users of Public Safety Mission Critical applications must be thoroughly documented in the CMR forms and sent as an e-mail attachment to: octchangemanagement@broward.org.
- County's Office of Communication Technology (OCT) will review all requests and obtain consensus from Operations and from all impacted end-users on scheduling the Maintenance Window for the request.
- Activities will be scheduled and performed only during predefined or mutually acceptable Maintenance Windows.
- The Requestor submitting the Method of Procedure (MOP) form must identify the scope of the associated outage and a best estimate of the duration of the activities involved in the project.

Stop times must take into account the time needed to restore the system to an operational state.

- Following County OCT approval of the submitted Method of Procedure (MOP), a project coordination meeting involving representatives of all involved or impacted parties will be scheduled by the assigned OCT Program Manager prior to the start of the scheduled work.

MOP Requirements

- The MOP must clearly state the objective(s) of the work to be performed; the parties performing the work; the parties impacted by the work and the steps to be completed by each party.
- A Maintenance Window identifying a clear Start and Stop time and a work flow schedule must be developed and included as part of the MOP.
- The scheduled work must follow the predetermined schedules identified in the MOP, and, as previously noted, stop times must take into account the time needed to restore the system to an operational state.
- The MOP must clearly identify the Program Managers responsible for coordination of the activity and provide telephone numbers and any other relevant contact information.
- The MOP must include an escalation list with notification time frames should unforeseen problems occur that would result in an outage extending beyond the scheduled Maintenance Window.
- The MOP must include a fallback plan should the original plan not work.

Emergency Maintenance

Emergencies by their nature are not a part of the CMR process, but can seriously impact end-users and any scheduled maintenance activities.

In the event of an emergency outage, both the affected end-user and first responder must notify the designated on-call person for the Office of Communications Technology (OCT). An on-call list will be provided to each 911/Dispatch Center Duty Officer and Manager. The OCT contact will be responsible for the following actions:

- Identifying and assigning resources to work the emergency.
- Acting as a liaison between the maintenance provider and the 911/Dispatch Center Duty Officer and Manager for the duration of the outage or service degradation.
- Documenting response times and actions taken, followed by generating an after-action report.

The maintenance provider(s) responding to an outage or service affecting emergency must take the following measures following notification:

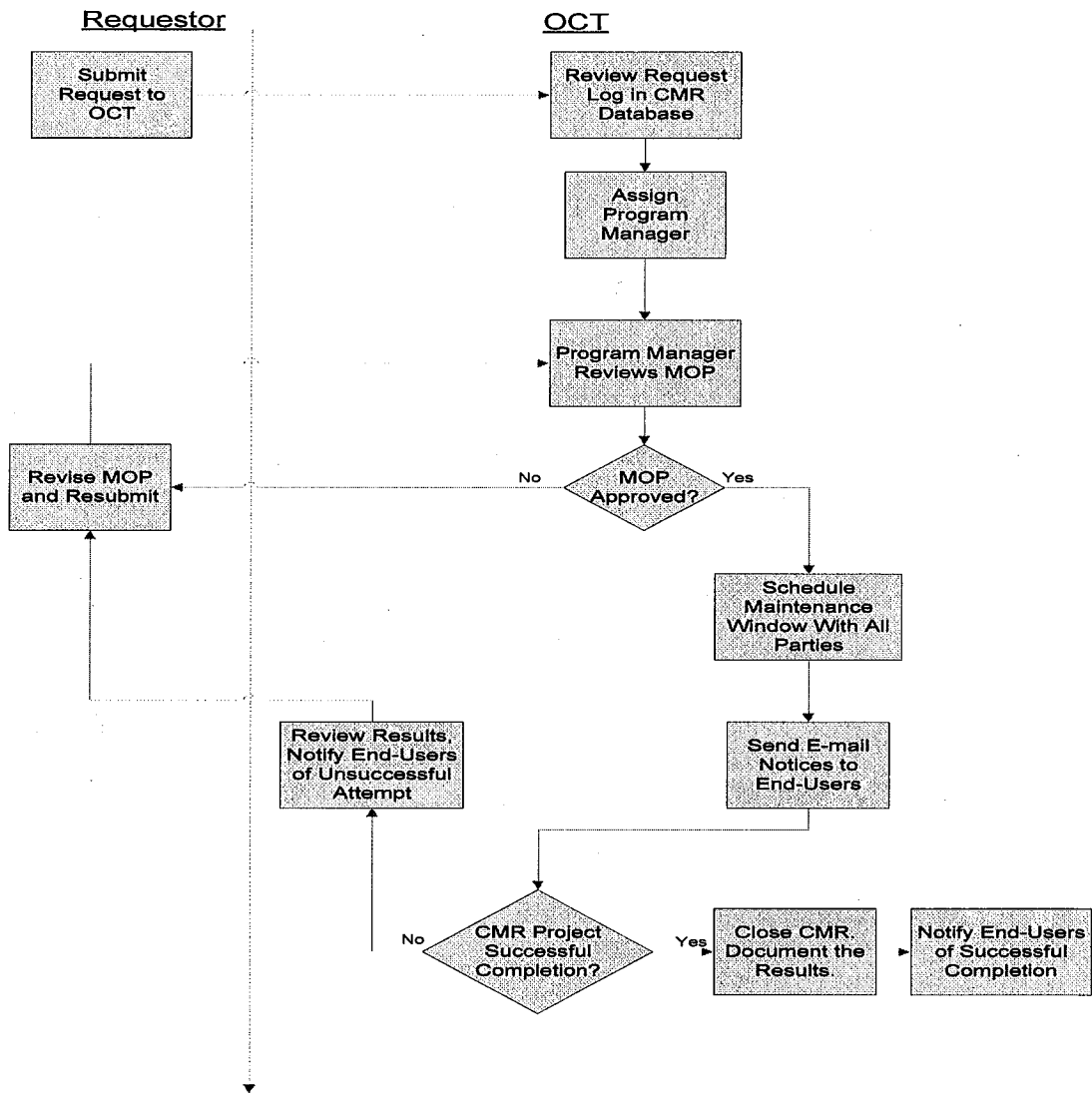
- Upon notification, use remote access to diagnose and repair the problem or arrive on site within the contracted time frames of the responder's maintenance agreement.
- Assess the nature and scope of the problem.
- Notify the County OCT on-call person of all actions to be taken and provide the best possible estimate of the duration of the outage or service degradation.
- Notify the County OCT on-call person of any break in maintenance activity prior to completion of the repair for any reason.
- Provide periodic updates for extended outages.
- Document each step of the repair/troubleshooting process as it is performed.
- Within 24 hours of completion of a repair, provide a written summary of the problem and the measures taken to repair the problem and (if relevant) prevent similar future outages.
- County OCT managers will review the submitted documentation and on a case by case basis schedule a debriefing session to review the steps taken to resolve the problem and suggest changes or improvements for responding to future unscheduled outages.

Maintenance Windows

- The standard weekday Maintenance Window for Public Safety Communications Operations is 12:01 AM – 06:00 AM Sunday through Thursday or as otherwise specified by the Operations managers.
- The standard weekend Maintenance Window for Public Safety Communications Operations is 5:01 AM – 02:00 PM Saturday and Sunday or as otherwise specified by the Operations managers.
- A CMR must include sufficient time to perform a back-out of the change within the Window timeframe and restore systems to their normal operational state.
- A CMR that requires work to be performed outside the standard Maintenance Windows must include justification for performing the work during a non-standard window and be approved by County's OCT.

Change Management Request

Process Work Flow



<u>Type</u>	<u>Risk Impact Level</u>	<u>Definition</u>	<u>Lead Time</u>	<u>MOP Required</u>	<u>Actions Description</u>
<u>FYI</u>	<u>Non-Service Affecting</u>	<u>Prep work activity which has low risk to end-users of Public Safety Mission Critical applications.</u>	<u>Minimum 2 days</u>	<u>No</u>	<u>FYI as needed.</u>
<u>Scheduled</u>	<u>Potential-Service Affecting</u>	<u>Any activity that may impact end-user access to Public Safety Mission Critical applications.</u>	<u>Minimum 5 days</u>	<u>Yes</u>	<u>Notify all End-Users and Support Management</u>
<u>Scheduled</u>	<u>Service Affecting</u>	<u>Includes any activity which will result in the loss or degradation of accessibility to end-users of one or more Public Safety Mission Critical applications.</u>	<u>Minimum 10 days</u>	<u>Yes</u>	<u>Obtain written or e-mail approval from Management.</u> Provide Written Notification to all affected End-Users. Obtain Written Approval of all affected End-Users.
<u>Scheduled</u>	<u>Outage Required</u>	<u>Any work which will necessitate a total outage of one or more of the Public Safety Mission Critical applications or the Public Safety Wide Area Network, or any extremely high risk activity which may inadvertently cause an outage.</u>	<u>Minimum 10 days</u>	<u>Yes</u>	<u>Obtain written or e-mail approval from Management.</u> Provide Written Notification to all affected End-Users. <u>Obtain Written Approval of all affected End-Users.</u>
<u>Emergency</u>	<u>Service Affecting or Outage Required</u>	<u>The unscheduled outage of one or more Public Safety Mission Critical applications or the Public Safety Wide Area Network.</u>	<u>None</u>	<u>No</u>	<u>Requires immediate management and End-User notification and a debriefing meeting once the problem has been resolved.</u>

End-User Notification

Not less than ten (10) business days prior to an approved CMR project affecting the Regional Public Safety Intranet, the County OCT project manager must notify all end-user management by e-mail of the pending activity with all CMR and MOP documentation attached. The e-mail should summarize the attached documentation but must include:

- A list of all affected end-users.
- A generic statement of nature of upgrade or maintenance procedure and the operational need to make the change.
- The Maintenance Window, date and time the work will be performed including the projected end time.
- A generic impact statement that identifies the nature of the work being performed; the impact of the work on the end-user while the work is performed and the effect of the work on the restored system or application.
- Telephone numbers of project managers and key staff involved in the activity.

Approval Authority

Any and all activities being performed must be supported by an approved CMR document.

Broward County
Office of Communications Technology (OCT)

Change Request Form

Note: Complete and submit to the Broward County Office of Communications Technology at OCTChangeManagement@broward.org. All Change Requests submitted prior to Wednesday are reviewed during the Thursday morning conference calls and either approved or returned for modifications. Please allow a minimum of ten (10) business days from the date of approval for your Maintenance Window to be scheduled. Any work performed on the Public Safety Communications Network, its supporting infrastructure, or the application servers must be documented and approved in a CMR.

<u>Today's Date and Time:</u>	
<u>Requestor Name:</u>	
<u>Requestor Company Name or Agency:</u>	
<u>Requestor E-Mail:</u>	
<u>Requestor Phone Number:</u>	Office:
	Mobile:
Briefly describe the Work to Be Performed:	
Identify End-Users & sites impacted by the work to be performed:	

<p>What is the expected and desired end result of the Work to be Performed?</p>		
<p>Identify any loss or degradation of functionality and the impact on end-users during the Maintenance Window:</p>		
<p>Identify your On-Site Contact during the scheduled Maintenance Window:</p>	<p><u>Name & Contact Number:</u></p>	
<p>Requested Maintenance Window for Work to be Performed:</p>	<p><u>Start Date & Time:</u></p>	
	<p><u>Stop Date & Time:</u></p>	
<p>Approved Maintenance Window for Work to be Performed:</p>	<p><u>Start Date & Time:</u></p>	
	<p><u>Stop Date & Time:</u></p>	
<p>Maintenance Window Approved By:</p>	<p>Date:</p>	
<p>Assigned MOP Tracking Number:</p>		

Method of Procedure – for Primary Contractor or Service Provider

Note: An MOP must be completed for each Contractor or Service Provider working on a specific project. Use electronic attachments as needed.

Company or Agency Name:

Project Manager Name:

Project Manager Office Phone
Number:

Project Manager Mobile Phone
Number:

Project Manager E-Mail:

Detailed Project Description

Specify each step in the MOP Work Process. Attach additional pages or any supporting documents as needed:

Describe back-out and restoration plans if stated project goals are not achieved within the allotted Maintenance Window:

OCT to complete Items 1 through 10 Below:	
(1) OCT Contact for Project:	(2) Name:
	(3) Mobile Phone Number:
	(4) E-Mail:
(5) MOP Type:	(6) FYI – Non-Service Affecting: <input type="checkbox"/>
	(7) Scheduled – Potential Service Affecting: <input type="checkbox"/>
	(8) Scheduled – Service Affecting: <input type="checkbox"/>
	(9) Scheduled – Outage Required: <input type="checkbox"/>
	(10) Emergency: <input type="checkbox"/>
Reviewer Comments:	
Method of Procedure Approved By:	Date Approved

Exhibit E
PROJECT CHARTER

[*Note: All fields in blue text must be filled in.*]

1. General Project Information			
Project Name:			
Department/Agency/Sponsor:			
<ul style="list-style-type: none"> What department is the primary proponent of this project? (Enter one.) 			
<ul style="list-style-type: none"> Who, within that department, is the Project Sponsor? (<i>Note: This person must be a decision-maker with the authority to commit department resources.</i>) 			
<ul style="list-style-type: none"> Is this a Regional Project, i.e. does it have significant impact on regional applications or resources (Y/N)? 			
Department Co-Sponsor:			
Department/Agency Project Rank:			
If this project is mandated or is required for continued business operation:	Mandated by whom?		
	Impact of not meeting mandate?		
Document History			
Version	Date	Author	Reason for Change

2. Stakeholders				
	Name	Department	Telephone	E-mail
Agency Lead:				
Regional Applications / PSI Manager:				
Project Lead:				
Others: Key Players from the BSO				
Agency Lead:				
TechLead:				

2. Stakeholders

	<i>Name</i>	<i>Department</i>	<i>Telephone</i>	<i>E-mail</i>
Tech Lead:				

3. Vendor Contacts

<i>Name</i>	<i>Company / Role</i>	<i>Telephone</i>	<i>E-mail</i>

4. Project / Service Description

Project Purpose / Business Justification
Objectives (in business terms)
Deliverables

4. Project / Service Description

Clear Statement of What This Project Will Not Include

Project Success

Project Milestones

Major Known Risks (including significant Assumptions)

Risk Rating (Hi, Med, Lo):

Constraints

External Dependencies

4. Project / Service Description

Project Strategy

List of events that should take place in chronological order:

5. Financial / Resources Information

Funding Source Operating Budget, Capital Budget, Grant, Other.

Estimate of Implementation Cost

Return-on-Investment (ROI) Data

Estimate time required of Multi-Department Staff

Role	Hours needed

Estimate time required of other Organization Staff

Role	Hours needed

6. Estimated Total Cost of Ownership (TCO) 5-Year – Provider (BC-OCT)

**The OPEX figures below only represent the provider capex and opex based on hardware, software, and professional services.*

Calendar Year (1, 2, 3) or Fiscal Year (2012-13, 2013-14)	Capital (\$U.S.)	Operational (\$U.S.)
2012-13	0	0
2013-14	0	0
2014-15	0	0
2015-16	0	0
2016-2017	0	0
Totals	\$0	\$0

7. Estimated Total Cost of Ownership (TCO) 5-Year – Client (BSO)

The OPEX figures below only represent the monthly recurring cost for aircards and does not represent the annual O&M expense for software and hardware devices.

Calendar Year (1, 2, 3) or Fiscal Year (2009-10, 2010-11)	Capital (\$U.S.)	Operational (\$U.S.)
2012-13	\$0.00	\$0.00
2013-14	\$0.00	\$0.00
2014-15	\$0.00	\$0.00
2015-16	\$0.00	\$0.00
2016-17	\$0.00	\$0.00
Totals	\$0.00	\$0.00

8. Sourcing Strategy

9. Acquisition Strategy

Organization-Managed and Hosted		Sole-Source / Amend Contract	
Vendor-Managed and Hosted		RFP / Competitive Bid	
Organization-Managed, Vendor-Hosted		In-House / Custom-Develop	
Vendor-Managed, Organization-Hosted		Other:	

10. Types of Vendor Assistance

Turnkey Solution		Supplemental Staffing (Time/Materials)	
Vendor-Assisted (Fixed Price)		Hardware / Software	
Other:		None / Not Applicable	

11. Sign-off

	Name	Title	Signature	Date (MM/DD/YYYY)
Business Sponsor				
Business Sponsor				
Program Manager				
Agency Sponsor				
Agency Sponsor				

12. List of Addenda

Document Name	Filename and Location

13. Notes / Comments

Exhibit F – ATTACHMENT 1
Service Level Agreements
Terms and Conditions

INTRODUCTION

This purpose of this Service Level Agreement (SLA) is to clarify the mutual expectations of the BSO and the County with respect to the RPSI system ("System"). Changes in software and hardware architecture make it imperative that all members understand their mutual responsibilities.

1.0 MAINTENANCE SERVICE AND SUPPORT

1.1 Maintenance Service and Support being provided are based on the Severity Levels as defined below. Each Severity Level defines the actions that will be taken by County for Response Time (MTTR), Resolution Time, and Resolution Procedure for reported errors. Response Times for Severity Levels 1 and 2 are based upon voice contact by BSO, as opposed to written contact by e-mail, facsimile or letter. Should delays by BSO prevent scheduling of downtime to resolve an issue, County will not be held responsible for Resolution time frames listed below.

SEVERITY LEVEL	DEFINITION	MTTR (Mean Time To Respond)	TARGET RESOLUTION
1	Failure/Outage occurs when the system is not functioning which prohibits continuance of mission critical operations.	≤30 minutes of initial voice notification*	Resolve within 24 hours of initial notification*
2	Failure occurs when an element in the system is not functioning that does not prohibit continuance of normal daily operations.	≤ 24 business hours of initial voice notification.*	Resolve within 5 standard business days of initial notification*
3	An Inconvenience occurs when software or hardware causes a minor disruption in the way tasks are performed but does not stop workflow.	≤48 business hours of initial notification	Resolution determined on a case by case basis.

*Does not apply to "READ-ONLY" CAD systems

1.2 The BSO Agency Administrator or IT Representative shall conduct a preliminary error review to verify a problem, determine if such is the direct result of a defect in Hardware, Software, or other and the direct conditions under which the problem occurred, identify the applicable urgency rating scale by which errors, problems, and other issues are scheduled ("Severity Level"), and ascertain that errors are not due to an external system, data link between systems, or network administration issue prior to contacting County.

1.3 BSO shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the Severity Levels defined above. Severity Level 1 or 2 problems should be reported verbally to the County by BSO IT Representative or Agency Administrator. County may modify the initial Severity Level (upgrade or downgrade), in which event County will notify the BSO of the change in Severity Level of any BSO-reported problem.

1.4 County shall provide telephone support for maintenance issues 24 hours per day, 7 days a week (24 x 7).

1.5 All requests for support for the products specified in this Exhibit will be logged with the County Customer Support Center ("CSC") via telephone at 1-954-357-8686 or email at selfhelp@broward.org

1.6 County will provide BSO with a resolution within the appropriate Resolution Time and in accordance with the assigned error Severity Level when County diagnostics indicate that the error is present. Additionally, County will verify: (a) the hardware and software are being operated in conformity to the System Specifications, (b) the hardware and software are being used in a manner for which they was intended or designed, and (c) that the hardware and Software are being used only with County approved hardware and software. Resolution Time period shall not begin to run until such time as the verification procedures have been completed. County will continue to provide service support under this Interlocal Agreement until final resolution is determined.

1.7 Should County determine that it is unable to correct such reported error within the specified Resolution Time, County will upgrade and escalate its procedure and assign such personnel or designee to correct such error. This will include automatic problem call escalation to appropriate levels of County management.

1.8 County will extend, to the extent permitted under applicable maintenance or service agreements, any and all maintenance service provided to County by the maintenance or service provider to BSO provided that:

- a) Any third party hardware, software, and any other related supplies shall conform to any and all applicable industry approved technical, functional, and performance specifications;
- b) The System is free of modifications and alterations which have not been pre-approved by County.
- c) The System has not been subject to any misuse and/or abuse, whether negligent, intentional or otherwise.

1.9 Unless otherwise specified herein, any and all suspected errors will be investigated and corrected at County facilities. County shall decide whether on-site correction of any hardware and software error is required.

1.10 Any third party equipment supplied by County to BSO shall be subject, to the extent permitted under applicable agreements, to the manufacturer's warranty for that equipment.

2.0 RECORD-KEEPING AND REPORTING RESPONSIBILITIES

2.1 County will provide verbal and written status reports on Severity Level 1 errors. Written status reports on outstanding errors will be provided to BSO Agency Administrator or IT Representative on a monthly basis upon request.

2.2 County shall provide annual account reviews to include: a) service history of site; b) downtime analysis; and c) service trend analysis.

2.3 County will prepare the following reports (for PremierCAD software only), to include:

- a) System Analysis MEASURE: Evaluate disk and CPU load
 PEEK: Evaluate memory availability and use
 VIEWSYS: Evaluate use and availability of PCBs
 EMSA/TMDS: Review logs for hardware reports
 File Sizing: Review file sizing on changeable files

- b) Pathway Analysis Evaluate effectiveness of system configuration for current load.
 Evaluate TCP/Server statistics.
 Evaluate efficiency of server class maximum and minimum settings.

- c) Performance Analysis TMX Timings: Evaluate application response times

- d) Printrak Technical Support Analyst. Based on an annual system performance review and reports, the Printrak Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

3.0 MISCELLANEOUS

3.1 When County performs service for the System at a BSO location, BSO agrees to provide County, at no charge, a non-hazardous environment for work with shelter, heat, light, and power and with full and free access to the System.

3.2 BSO will provide all requested information pertaining to the BSO-owned hardware and software elements of any equipment with which the System is interfacing so as to enable County to perform its obligations under this Service Agreement.

3.3 It is not required that parts furnished by County be newly manufactured, provided that any furnished parts be equivalent to new in performance. County-owned parts replaced in the course of repair shall remain County's property.

3.4 BSO will provide a qualified Agency Administrator for the Printrak system portion to perform all functions as defined in the CAD Security Matrix or Printrak System Administrator's guide (which has been made available to the BSO).

3.5 Upon the expiration or earlier termination of this Agreement, BSO and County shall immediately deliver to the other party, as the disclosing party, all Confidential Information of the

other, including any and all copies thereof, which the other party previously provided to it in furtherance of this Agreement. "Confidential Information" as used herein shall include: (a) proprietary materials and information of the disclosing party regarding technical plans; (b) any and all other technical information, whether in a softcopy or hardcopy medium, including but not limited to data, developments, trade secrets and improvements that was disclosed in any form by the disclosing party; (c) all GIS, address, telephone, or like records and data provided by the disclosing party that is required by law to be held confidential.

3.6 This Service Level Agreement does not grant directly, by implication, or otherwise, any ownership right or license under any patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the products sold or services performed under this Service Level Agreement.

4.0 SOFTWARE UPDATES

County shall provide software updates, to the extent permitted under applicable license, maintenance or services agreements, as defined below:

4.1 Supplemental Release is defined as a minor release that contains primarily error corrections to an existing Standard Release. It may also contain limited improvements that do not affect the overall structure of the Software. Supplemental Releases can be installed remotely. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3".

4.2 Standard Release is defined as a major release of Software that contains product enhancements and improvements such as new databases, modifications to databases, new server/requesters, etc., and may involve file and database conversions, System configuration changes, hardware changes, additional training, modifications of Software license terms, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3".

4.3 Product Release is defined as a major release of Software considered the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3".

4.4 The BSO will not be required to pay any additional fees for County provided software releases.

4.5 At BSO's request, County will provide a current list of compatible hardware operating system releases. A list of Software Supplemental or Standard Releases will also be made available at no charge to BSO.

4.6 BSO must maintain all hardware and software connected to the County's network to the latest compatible revisions.

5.0 ADDITIONS AND CHANGES

5.1 The BSO may request an enhancement to System functionality. Enhancement requests should be submitted to County's Office of Communications Technology (OCT) for review. If OCT accepts the enhancement request, the request will be referred to the Program Management Team for possible inclusion in a future project. County OCT will provide a response to the enhancement request within ninety (90) standard business days of written receipt of initial request. If accepted, a proposed Project Plan will be furnished with any applicable enhancement fee. The BSO may choose to pay for an enhancement request that has been accepted by Program Management but is not viewed as a high enough priority to include in a release.

6.0 ACCESS

6.1 The BSO agrees to maintain any and all electrical and physical environments in accordance with System manufacturer's specifications.

6.2 The BSO agrees to ensure System accessibility, which includes physical access to building as well as remote access. Remote access is required and will not be substituted with on-site visits if remote access is not allowed or available.

7.0 EXCLUSIONS

7.1 Maintenance services and support not expressly listed in this SLA are excluded, and County shall not be liable under this Agreement for such services. Exclusions consist of, but are not limited to:

- a) Any service work required due to incorrect or faulty operational conditions, including but not limited to equipment not connected directly to an electric surge protector, equipment used in a non-office environment, and equipment not properly maintained in accordance with guidelines set forth in the manufacturer's User's Guide;
- b) The repair or replacement of parts resulting from failure of the BSO's facilities or BSO's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by County's representatives;
- c) The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids;
- d) The repair or replacement of any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium;
- e) Accessories; custom or special products; office furniture which includes chair(s) and workstation(s); modified units; or modified software;
- f) The repair or replacement of parts resulting from the tampering by persons unauthorized by County or the failure of the System due to extraordinary uses;
- g) Operation and/or functionality of BSO's personal property, equipment, and/or peripherals and any non-County provided application software including service of any accessory, attachment, or component owned by BSO, whether or not installed by County;

- h) Removal, relocation, and/or reinstallation of System or any component thereof without prior written consent by the County;
- i) Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.
- j) Operational supplies including, but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes, any supplies in addition to that delivered with the System, and battery replacement for uninterruptible power supply (UPS).
- k) Unauthorized installation of any software or hardware modifying Printrak Software and/or the System.

7.2 BSO shall be responsible for payment of any desired service and support not included within the scope of this SLA and such service or support shall be performed at the rates set forth below.

Billable rates are subject to a two (2) hour minimum:

\$100 per hour	8 a.m. – 5 p.m. (local time) Monday – Friday (excluding County established holidays)
\$150 per hour	After 5 p.m. Monday – Friday, and all day on Saturday, Sunday and County established holidays
Travel Expense	In addition to the above hourly labor rates, all other actual travel related expenses may be charged to BSO.

Exhibit F – ATTACHMENT 2 Service Level Agreements Trouble Ticket Workflow

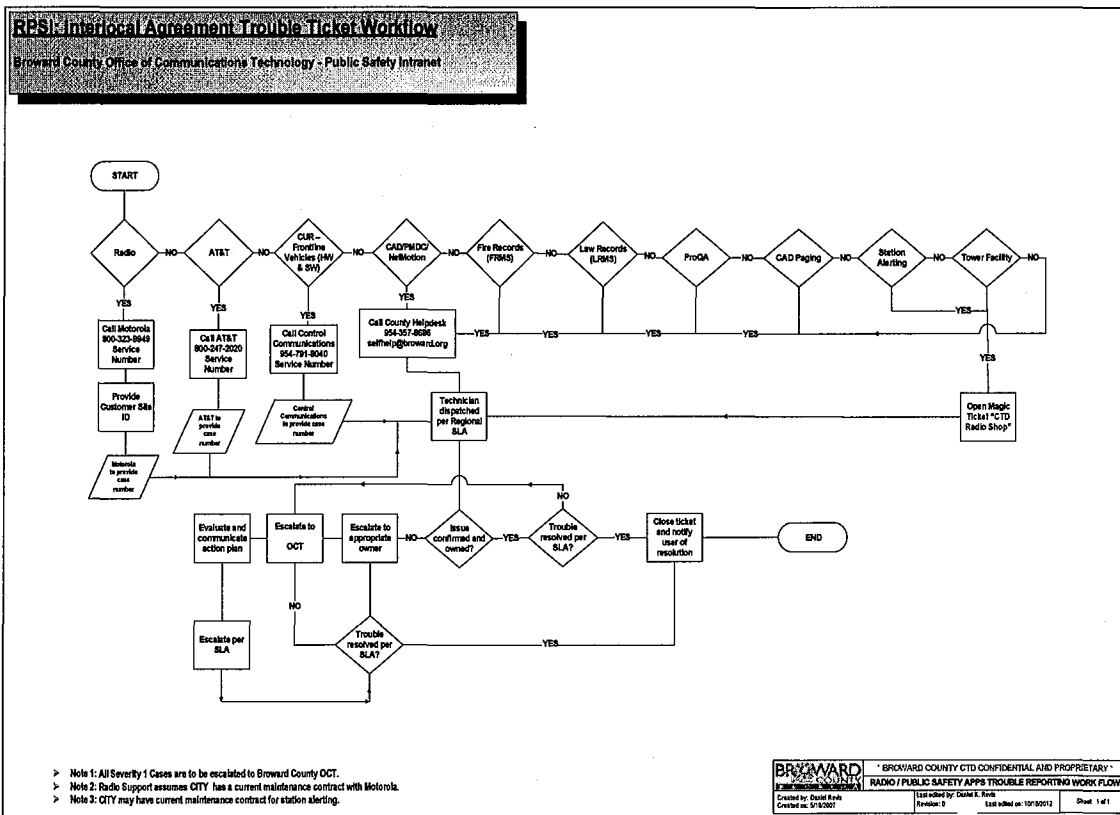


Exhibit G

Trunked Radio System
Standard Operating Procedures

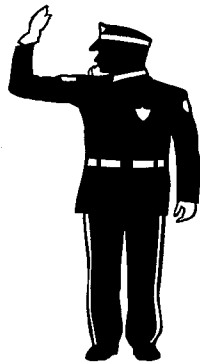
Regional Public Safety

Communications –

Radio Sub-Committee

Standard Operating Procedures

For the Broward County Public Safety Intranet



RPSCC RADIO SUB-COMMITTEE
STANDARD OPERATING PROCEDURES
FOR THE BROWARD COUNTY
PUBLIC SAFETY INTRANET
TABLE OF CONTENTS

<u>SOP #</u>	<u>PROCEDURE TITLE</u>
1.1	Fleetmap Standards
1.2	Talk Group & Radio User Priority
1.3	Telephone Interconnect
1.4	Private Call
1.5	Radio Aliases
1.6	Radio Model and Features
1.7	Radio Auxiliary Equipment
1.8	Talk Group Names
1.9	Shared Use of Talk Groups
1.10	Scanning Talk Groups
1.11	Emergency Button
1.12	Encryption
1.13	Definitions & Acronyms
1.14	Console Naming

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.1	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Fleetmap Standards	
Date Established: 12/15/06	
Replaces Documents Dated: N/A	
Date Revised: N/A	

1. Purpose or Objective:

The 800 MHz system will contain a large number of talk groups & multigroups to support the various agencies that will be subscribing to the system.

The System has multiple administrating agencies that will be responsible for maintaining the Fleetmaps and system programming for the agencies for which they are responsible.

Talk groups must be configured identically by name in the SmartZone Manager Terminal database, Radio Consoles and the Subscriber Radio. The minimum characters are six (6) and maximum is 14. The Talk Group number of characters will need to be based upon the individual agency's subscriber radio model types used within their fleet.

For the effective management of the system a defined process needs to be used to document the Fleetmap information that each agency is supporting. This information needs to be in a format that is shared with the other administrators.

2. Technical Background:

- **Capabilities:**

The Fleetmap is parameter information programmed into the system infrastructure and into the subscriber radios to control how the radios will behave on the 800 MHz system.

The Fleetmap itself contains the following information:

Fleetmap Information	Definition
Talkgroup	Name of the talkgroup & multigroup as it is programmed into the system
Talkgroup ID	Numerical ID of the talkgroup & multigroup
Owner	The actual "owning" agency of the talkgroup
Description	General description of the talkgroup & multigroup
Multigroup	If the talkgroup is part of a multigroup, this will identify the multigroup
Priority	Priority level of the talkgroup
Admin Agency	The agency that is responsible for the system administration for this talkgroup
Site # access	Will be a listing of the RF sites individually, and if the talkgroup is authorized
Media Access	If media access is permitted for this talkgroup
Global Sharing	The predefined global sharing authorizations

User Groups = The subscriber groups using the talk groups, this becomes a matrix for programming.

The Fleetmap spreadsheet will become a documented matrix of the talk groups in the system and the subscriber groups that are using / sharing these talk groups.

3. Operational Context:

The System Managers will be responsible for managing the Fleetmap information of the users they are representing. This information is also shared with the other system managers; the ID information also must be kept.

4. Recommended Protocol/Standard:

The detailed matrix will be maintained on the system database. An example of the matrix layout is shown in this manual. ***Need to develop the matrix layout.***

Each System Manager will maintain a master Fleetmap spreadsheet containing data on the subscribers for whom they are responsible.

5. Recommended Procedures:

As individual System Managers make updates and changes to their spreadsheets, the spreadsheet will be e-mailed to the Broward County County's Office of Communications Technology Radio Communications Manager, the Administrator (for future reference this person will be referred to as the "Primary Administrator") of the system. This will allow the Primary Administrator to update the master spreadsheet information easily and provide the information to the other System Managers for reference and integrity of the Fleetmap planning process.

Talk groups that are shared between subscribers of different administrating agencies will be reflected on all the spreadsheets having subscribers using these talk groups. The portion of the System Manager's spreadsheet containing data on talk group ownership will be considered the master reference for the Talk group.

The disclosure of the Fleetmap configuration information including Talk Group IDs, user IDs, user privileges and other related system information would substantially jeopardize the security of the system from tampering, sabotage, unauthorized use, jamming, hacking, unauthorized access to the contents of confidential voice and data communications, etc. Therefore, the master Fleetmap spreadsheets shall be classified as "Security Information" and "Non-Public Data." The System Managers may choose to disclose some or all of their own information to their users; however, they shall not disclose other Agencies' information without prior approval from the responsible System Manager.

6. Management:

The System Managers Group will manage the Fleetmap information and the details of the process for communicating the information.

Standard Operating Procedures (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.2	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Talk Group & Radio User Priority	
Date Established: 12/15/06	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. Purpose or Objective:

The purpose of establishing varying priority levels for talk groups is to assure the most critical talk groups on the system are granted a channel as quickly as possible when the system is experiencing busy conditions.

2. Technical Background:

▪ Capabilities

The system priorities can be managed at the user level and at the Talk Group level.

▪ Constraints

All User Priorities will be set at 10, as radio users change talk groups, their effective priority will be set by the Talk Group that they are on.

3. Operational Context:

Priority levels in the system will be managed at the Talk Group level. The goal is to distribute priorities across the systems talk groups in a way that maximizes the ability for critical groups to communicate and minimizes the number of talk groups with high priority. All User Priorities will be set to the lowest priority level, 10.

4. Recommended Protocol/Standard:

The Talk Group owner, or the applicable subsystem owner, shall assign Talk Group priority levels not exceeding the level defined by the criteria below. Talk Group priorities that are assigned to level five or above are subject to the review and audit of the RPSCC Radio Sub-Committee.

Priority 1 Definition – EMERGENCY: Only Emergency Alert calls, i.e. emergency button pressed, will be given the Priority 1 status. Definition of an EMERGENCY means when a public safety radio subscriber encounters a life-threatening situation and needs help by activating their emergency button which then activates their designated dispatcher's radio console with an emergency alert.

Priority 2 Definition – Unassigned

Priority 3 Definition – Unassigned.

Priority 4 Definition – Public Safety Talk Groups

Priority 5 Definition – Low Priority Public Safety Talk Groups

Priority 6 Definition – Unassigned

Priority 7 Definition – Local Government Essential

Priority 8 Definition – Unassigned:

Priority 9 Definition – Local Government Non-Essential

Priority 10 Definition – PRIVATE & INTERCONNECT CALLS: Will be used for Telephone Interconnect Calls, Private Calls as defined by direct point-to-point or radio-to-radio communications that are not carried out within a talk group. This priority will also be used for talk groups that are established for system testing.

5. Recommended Procedures:

N/A

6. Management:

The RPSCC Radio Sub-Committee is responsible for supervision and management of this procedure.

STANDARD OPERATING PROCEDURE (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.3	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Telephone Interconnect	
Date Established: 12/15/06	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

To manage the use of interconnect on the system. Although this is a useful feature and needed by some users, it must be managed to an appropriate level to protect the primary radio communications purpose of the system.

2. **Technical Background:**

▪ **Capabilities**

Interconnect calls can be placed to individual users of the system, if they are configured for interconnect functionality. Interconnect calls can be placed to talk groups of the system, if the Talk Group is configured for interconnect functionality.

Interconnect is intended to be a BACKUP functionality to cellular communications and used primarily on an emergency basis.

▪ **Constraints**

- An interconnect call will consume an RF channel for the duration of the call.
- Interconnect calls are half duplex; only one end can talk at a time.
- A type 1 portable cannot initiate an interconnect call.
- A type 2 portable can only place calls to numbers that are pre-programmed into the radio.
- A type 3 portable can place an interconnect call by dialing the number directly.
- The general public can easily monitor the interconnect calls and they are NOT private or protected in any way.
- Interconnect shall NOT be utilized to conduct confidential business such as discussing case strategy with the State Attorney's Office.

3. **Operational Context:**

If a radio user has a need for interconnect, it shall be granted, but the resources impact needs to be carefully managed. Due to the risk of cutting off emergency / life safety communications, the duration of interconnect calls shall be set to a time limit of two (2)

minutes. Only one channel within a radio system will be allowed the feature of Telephone Interconnect. The need to make a Telephone Interconnect call must be restricted to emergency and business related use. The City of Fort Lauderdale has two (2) channels available for the users that are allowed the Telephone Interconnect feature; however, they do not permit other agencies to utilize their Interconnect resources.

4. Recommended Protocol/Standard:

Interconnect usage shall only be programmed for the users of the system that have a need for the function, the primary purpose of the system is for radio communications, but there may be some users that may require a backup ability to cellular communications.

The priority level for interconnect calls is "10," this is defined under the priorities standards documents.

The interconnect equipment of the system will be configured to use the "overdial" method of operation, where the incoming calls come into a generic phone number, and then the interconnect ID of the radio is entered to complete the call. The Fort Lauderdale radio system does not support inbound interconnection.

5. Recommended Procedures:

The System Managers need to define and manage the interconnect properties of the RF subsystem(s) that they are responsible for. Each RF subsystem can be configured individually for the number of calls that they will be allowed to simultaneously carry.

6. Management:

The System Managers shall be responsible for following this procedure and monitoring the effect and usage of this resource. If negative impact or excessive usage is determined, interconnect permission will be reconsidered and possibly revoked. Definition of "negative impact or excessive usage is defined as individuals who are reported for using this feature for non-emergency and/or non-business related matters.

STANDARD OPERATING PROCEDURE (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.4	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Private Call	
Date Established: 12/15/06	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. Purpose or Objective:

To manage the use of private call on the system, although this is a useful feature and needed by some users, it must be managed to an appropriate level to protect the primary radio communications purpose of the system.

2. Technical Background:

▪ Capabilities

Private calls can be placed to individual users of the system, this communication is outside of the Talk Group communications, and is a private communication between two radio users. Console operators can place private calls to the radio users.

▪ Constraints

- A private call will consume a RF channel for the duration of the conversation.
- Private calls are half-duplex, only one end can talk at a time.
- A type 1 portable cannot initiate a private call.
- A type 2 portable can only place private calls to numbers that are pre-programmed into the radio.
- A type 3 portable can place a private call by dialing the number directly.
- Private calls are not recorded.
- For the duration that a radio user is involved in a private call, the user will not be involved in dispatch / Talk Group communications.
- The system is not able to restrict the usage of private call on the system, unlike interconnect calls, which can be managed.

3. Operational Context:

The private call resource should primarily be used as a supervisory function, if there is a business need for a radio user to have this ability, it should be granted, but the resource overall needs to be managed to protect the RF resources of the system. This is also a function that dispatch consoles overall would be capable of. Due to the risk of cutting off

emergency / life safety communications, the duration of Private Calls must be set to a time limit of two (2) minutes. The number of channels that allow the feature of Private Call will be determined by the individual System Manager. The need to make a Private Call must be restricted to emergency and business related use. Radio users of the Private Call feature must understand that when this feature is being used, they cannot hear a Dispatcher call.

4. **Recommended Protocol/Standard:**

Private call usage will only be programmed for the users of the system that have a need for the function the primary purpose of the system is for radio communications. Site access for private call is managed in the "Sites Profile Group" that the radio user belongs to.

5. **Recommended Procedures:**

System Managers shall work with the user groups they are responsible for to plan the appropriate private call programming requirements for those users, in order to protect the RF resources of the system.

6. **Management:**

The System Managers shall be responsible for following this procedure and monitoring the effect and usage of this resource. If negative impact or excessive usage is determined, private call permission will be reconsidered and possibly revoked. Definition of "negative impact or excessive usage is defined as individuals who are reported for using this feature for emergency and/or non-business related matters.

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.5	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08-02-07
Procedure Title: Radio Aliases	
Date Established: 12/15/06	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

The purpose of this section is to set forth the principle by which all radio users in the regional system will establish names for their radios in order to ensure that there are no duplicate names, and also to facilitate intuitive understanding of the radio name.

2. **Technical Background:**

- Constraints

Every Radio User ID in the system has to be unique; there can be no duplicate IDs. The Radio User Alias field itself will hold up to 14 characters and the legal values that the system will accept are: Upper Case Alpha, Numeric, Period, Dash, Forward slash, Number sign.

When agencies make additions, deletions and changes to the database for Radio Aliases the modifications will not take effect until Motorola performs a database back-up that will occur every Friday. The Dispatch consoles will not reflect these modifications until that step is taken.

3. **Operational Context:**

With the exception of the first three (3) characters users are technically free to choose any unique name they wish for their radio aliases. However, since this is a shared system Radio User Aliases that are programmed into the system must have naming conventions between agencies that will not conflict with each other.

4. **Recommended Protocol/Standard:**

In order to meet this need the Radio User aliases would be prefixed with an agency identification that would be unique to that agency and would preferably readily identify the agency the Radio User is associated with. Because of the number of agencies using the system the prefix would be a minimum of two alphanumeric characters in length in order to avoid contention between agencies.

Regional Operating Agencies and all agencies within the County of Broward would have naming prefixes of at least two digits that would stand alone. Counties would be pre-named with a two digit mnemonic, and the Cities and Agencies of the Counties would be included under the prefix of the County they are in.

Region 7 Operating Agencies and Broward County Region Agencies will have a naming prefix of at least two (2) letters that would describe their area. The naming standard only governs the first two characters; the characters following the first two are at the individual agency's discretion, for example; the agency may opt to internally use more than two characters for the internal identifications.

The following are suggestions for the body of the subscriber alias name. The body of the alias would contain an agency's identification for the individual or pool radio etc., possibly the radio user's call sign as an example. The alias could be suffixed with identification for the radio itself, such as a "-P" for portable for example to differentiate between a mobile & portable radio used by the same person. This would allow Dispatchers & System Managers to readily identify radio users and if the radio is a portable or a mobile.

Lost radios or radio IDs that are not associated with a radio user or console: A possibility for locating unused radios in the system that are lost, or not assigned to subscribers would be to temporarily prefix the radio serial number with a dash "-" at the time the radio is lost, or when the radio user is assigned to another radio. A report of these radios can be created by the SmartZone configuration reports tool and setting the radio selection criteria to "Radio Serial #," Start range -0, End range -999999.

A master list of Radio User Aliases will be created and maintained in the system. They will be readily accessible through the data terminal for all who have rights on that part of the system. As alias names are created and approved they will be placed on this master list so as to be available for all appropriate parties for operations and planning.

REGIONAL SYSTEM NAMING PREFIXES

2-3 Character Prefix	Name of the Agency using the Prefix
BC	Broward County Local Government
BCP	NPSPAC Mutual Aid
BCSB	Broward County City
BSO	Broward County's Office Police and Fire Rescue
CC	Coconut Creek
CM	Communications – Joint Operations
CS	Coral Springs
DV	Davie
DB	Deerfield Beach Fire Rescue
DN	Dania Beach Fire Rescue
FL	Fort Lauderdale

FSO	Motorola Field Service Operation (FSO)
HB	Hallandale
HBB	Hillsboro Beach
HW	Hollywood Police, Fire Rescue and Local Government
LH	Lauderhill
LP	Lighthouse Point
MED	Broward County MEDCOM
MG	Margate
MM	Miramar
OP	Oakland Park
PB	Pompano Beach Local Government
PB	Pompano Beach Fire Rescue
PL	Plantation
PP	Pembroke Pines
SEM	Seminole Tribe
SN	Sunrise
WM	Wilton Manors

5. Recommended Procedures:

N/A

6. Management:

The System Managers are responsible for seeing that the defined standard is followed and maintained.

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.6	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Radio Model and Features	
Date Established: 01/04/07	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

The purpose of this section is to set forth the recommended standards by which all 800 MHz radio users in the regional system will agree to purchase subscriber radios that are defined in this standard. This standard is to ensure that radios that are not in compliance do not affect the radio system. This document will be revised after the RPSCC approves the purchase and implementation of a new APCO P25 700 MHz radio system and the manufactured radio models have been identified to work with the P25 system.

2. **Technical Background:**

▪ **Constraints**

Radios must meet the recommended standards as set forth. These standards identify the proper radio to be used in conjunction with the required features and auxiliary equipment (to be described in Section 1.7) Each subscriber radio will be assigned its unique Radio ID number, Alias Name and programmed with a codeplug/template that has been approved by the user's upper level management.

3. **Operational Context:**

All radios are programmed with the required Talk Groups, Mutual Aid (Local and Statewide) and features to allow it to operate on the 800 MHz Trunked radio system. Codeplugs/templates are created by the individual agencies radio shop or their contracted vendor.

4. **Recommended Protocol/Standard:**

In order to meet these requirements the following information describes the minimum standards that must be considered when new radios are purchased. Radios of various manufacturers and models are capable of operating on this network. The Network currently consists of a Motorola SmartZone 3600 Baud Control Channel infrastructure. It is recommended that mobiles and portables be capable of operation with SmartZone features to permit the automatic roaming between sites as the users move out of range of

their home system. SmartNet radios can be utilized where there is no intention of providing the automatic roaming features. With an eye to the future, where P25 and 700 MHz may be introduced, it is recommended that the subscriber units with a life expectancy past 2009 be either upgradeable or be equipped to operate on 700 MHz using the P25 protocol. For Public Safety users it is strongly recommended that the current Motorola products be utilized. System Managers can advise on the appropriate features, functionality and options to purchase. As a minimum, all radios shall have the ability to be assigned a unique individual ID number for system access, have the ability to be inhibited by command from the System Management tools and have an adequate talkgroup/channel capacity to permit the Local, Regional and National Mutual Aid talkgroups and channels to be programmed along with local agency requirements. The radios shall be capable of operating both in conventional mode and Motorola Trunking modes. There are other Trunking protocols that are not compatible, and radios utilizing these protocols shall not be authorized. These protocols include, but may not be limited to, Privacy Plus, EDACS, LTR and TETRA.

Mobile Radios shall have their power set to the lowest possible value. The radio systems in Broward County are designed to work in-building with portable radios. Constraints are placed upon the acceptable mobile radio power levels that should be utilized by this in-building design and the close spacing of the frequencies utilized by the network. Excessive power can cause undesired interference to the other users on the network. Older model radios shall be set to the lowest power permitted by their design, typically the half-power point. Non-Public Safety mobiles shall utilize 1/4 wave antennas, not gain style antennas.

Any Public Safety user that desires to utilize a high power setting for a specific System's Talk Groups shall obtain permission from the System Managers. The radios shall be programmed to power up in the low power mode and require a positive action on the part of the user to increase the power level. There shall be policies and procedures written to address the use of high power only after communications are unsuccessful when using the low power setting, and when working outside the primary coverage area of the network. If wide area talkgroups are involved, the totality of the wide area coverage, and not that of a more restricted coverage system, shall determine if high power usage is appropriate.

PORTABLE RADIO STANDARDS							
Model Description	XTS250 0 Model I	XTS2500 Model II	XTS2500 Model III	XTS5000 Model 1	XTS500 0 Model II	XTS500 0 Model III	XTS1500 Model I
Digital	O	O	O	O	O	O	O
SmartZone	O	O	O	O	O	O	O
Dual Mode 800/700 MHz capable	S	S	S	S	S	S	S
Project 25 9600 SW	O	O	O	O	O	O	O
RF Switch (764-806 MHz) (808-870 MHz)	S	S	S	S	S	S	S
Encryption Software	O	O	O	O	O	O	
Encryption Hardware	O	O	O	O	O	O	
Multi-Key (Required only if other System Talk Groups are programmed in the radio)	O	O	O	O	O	O	

MOBILE RADIO STANDARDS			
Model Description	XTL1500	XTL2500	XTL5000
Digital		O	O
Dual Mode 800/700 MHz capable	S	S	S
SmartZone		O	O
P25 9600 Software	O	O	O
ID Display		O	O
Encryption Software	O	O	O
Encryption Hardware		O	O
Multi Key (Required only if other System Talk Groups are programmed in the radio)		O	O

Remote Head	Control		O	O
----------------	---------	--	---	---

S = Standard Feature

O = Optional Feature

5. Recommended Procedures:

N/A

6. Management:

The System Managers are responsible for seeing that the defined standard is followed and maintained.

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.7	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Radio Auxiliary Equipment	
Date Established: 01/04/07	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

The purpose of this section is to set forth the recommended standards by which all 800 MHz radio users in the regional system will agree to purchase subscriber radios auxiliary equipment that are defined in this standard. This standard is to ensure that radios that are not in compliance do not affect the radio system. These standards will be revised once the RPSCC has purchased and implemented a new APCO P25 700 MHz radio system and the radio model types have been identified to work with the P25 radio system.

2. **Technical Background:**

▪ **Constraints**

Radios must meet the recommended standards as set forth when auxiliary equipment is needed by the individual radio subscriber to perform their job. These standards identify the proper radio auxiliary equipment to be used in conjunction with the radio subscriber's model type.

3. **Operational Context:**

All radios must meet these specific requirements for antennas and batteries when installed on a subscriber's radio. Failure to utilize the manufacturer's recommended standards for the radio auxiliary equipment may cause Law Enforcement and/or Fire Rescue field force personnel to experience static, interference or audio communication breakdown with their assigned Dispatchers. While it is recognized that it is desirable to utilize the accessories manufactured by the radio manufacturer, there are alternative after-market accessories that provide performance equivalent to the manufacturer's items, or functionality not available from the Original Equipment Manufacturer (OEM). The permissibility of these after-market items shall be determined by the System Manager after performing a technical evaluation to insure a performance level equivalent to the OEM items.

4. **Recommended Protocol/Standard:**

In order to meet these requirements the following information describes the minimum standards that must be considered when new auxiliary radio equipment is purchased.

Antennas: Radio antennas shall be either the OEM part or an equivalent as determined by the System Manager. No antenna shall be used that is not pre-approved. In no cases shall "cellular" or shortened stubby designs be permitted unless technical testing confirms that the radiated energy is within 1 dB of the OEM antenna radiation. Testing shall be performed under the direction of the System Manager, not the end user.

Batteries: The battery is the life-blood for the radio and can have a major impact on the radio performance over the course of a shift. It is encouraged that each Public Safety user will have a spare charged battery available. In car charges are an option, either the OEM version or the AdvanceTec model as appropriate for the radio model in use. These shall only be utilized to charge the spare battery. It is highly encouraged that OEM batteries be utilized as they have proven to present fewer quality and performance issues than many of the after-market products.

After-market batteries shall be evaluated prior to implementing their use. Testing shall include fit and finish, drop tests, vibration, cycle capacity, long-term capacity and self-discharge after the battery has been in use for six (6) months. Testing shall be on a representative sample of the after-market manufacturer's product.

Speaker/Microphones: Speaker/Microphones come in two basic styles; Public Safety – equipped with an antenna; Standard – usually equipped with a coiled cord and does not have antenna. The radio system coverage is predicated upon the use of a Public Safety microphone with the appropriate antenna installed on the microphone. Use of Standard speaker/microphones for users that ride in vehicles is discouraged due to the significant range reduction caused by having the antenna below the vehicle glass level and shielded by the vehicle's construction. They may be utilized by bicycle and motorcycle units with the understanding that when radio user is in a vehicle, the coverage may be significantly reduced.

Surveillance kits such as the two or three wire kits, and ComPorts also utilize the antenna mounted on the radio. The same in vehicle coverage issues apply to these units.

After-market microphones, surveillance kits, etc. require technical evaluation by the System Manager before they are promoted to the end users.

The following are the manufacturer's recommend standard specific to radio models MTS2000 (antennas only), XTS3000 and XTS5000 (batteries only) series.

Antenna:

- 806 – 870 MHz – ½" Wavelength Whip (MTS2000 only)
- 806 – 941 MHz – ¼" Wavelength Whip (MTS2000 only)

Public Safety Microphone (Models MTS2000, XTS3000 and XTS5000):

- Straight Cable 30 inches
- Straight Cable 24 inches
- Straight Cable 18 inches
- Command Shoulder Speaker (water-proof) microphone

Batteries for Portable Radios (Models MTS2000, XTS3000 and XTS5000):

- Nickel-Cadmium 7.5 volt Battery (MTS2000)
- Ultra-High Capacity Battery (MTS2000)
- High Capacity NiCD
- High Capacity NiCD FM
- High Capacity NiMH
- High Capacity NiMH FM
- High Capacity NiMH Rugged FM
- High Capacity Lithium Ion
- NiCAD (State approved)

5. Recommended Procedures:

All Antennas, Public Safety Shoulder Mics and Batteries must meet the specifications identified in this standard, protocol and procedures. It is strongly recommended that all after-market vendors work through the System Managers to present their products for evaluation before they contact the end users. End users shall refer all vendors to their System Manager before entertaining the use of an after-market product that connects to, attaches to, or otherwise involves the subscriber units and/or the radio system.

6. Management:

The System Managers are responsible for seeing that the defined standard is followed and maintained.

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.8	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 04/08/08
Procedure Title: Talk Group Names	
Date Established: 01/04/07	
Replaces Document Dated: 08/02/07	
Date Revised: 04/08/08	

1. Purpose or Objective:

The purpose of this section is to set forth the principals by which all radio users in the regional system will establish names for **Talk Groups (TG)** and to facilitate intuitive understanding of the TG name. The TG naming standard is also essential because, in keeping with the regional interoperability concept, some TG's will be shared by multiple agencies.

2. Technical Background:

All TG names programmed in the County's 800MHz Trunked Radio System must be unique and consistent from Zone Manager to subscriber. Due to the fact that the newer subscriber units will have a maximum of twelve (12) characters on their display, TG length will be limited to a maximum of twelve (12) characters. When possible, subscriber TG will be consistent with the console database and zone controller. Any subscriber with less than eight (8) characters display will be handled on a case by case basis.

3. Operational Context:

With the exception of the first four (4) characters (see Appendix A), the System Managers are technically free to choose any unique name they wish for TG's assigned within their partition (maximum of twelve (12) characters). The NPSPAC Mutual Aid conventional TG's are assigned a name that is known nationwide. When possible, subscriber TG will be consistent with the console database and zone controller. Any subscriber with less than eight (8) characters display will be handled on a case by case basis.

4. Recommended Protocol/Standard:

The first two characters of the TG alias identify the talk group governing entity/municipality (see Table 1). The third character identifies the department/agency within the governing entity/municipality (see Table 2). The fourth character will have a dash (-) as a separator. The remaining available characters will be used to complete the talk group alias. It is important to note, depending on the subscriber type and/or model, character display may

be smaller or larger. Subscribers units with displays smaller than twelve (12) characters will require condensing the TG name to fit within the display. Any subscriber displays that are under eight (8) characters will be handled, by the Radio System Administrator, on a case by case basis.

It is understood that there is currently a wide variety of subscribers out in the field. In addition to this, there are many agencies who still wish to continue to identify zone and channel assignments prior to the TG in the subscriber unit. Even though the concept that the TG's are to remain consistent from zone controller up to the subscriber is fully supported by Broward County Office of Communications Technology, this may be too big of a challenge to overcome at this time. We have come to the understanding that if the agency wishes to continue to identify zone and channel assignment prior to the TG name in the subscriber, they have this ability if they can leave the TG name consistent, as it appears in the zone controller, as much as possible.

5. Recommended Procedures:

N/A

6. Management:

The System Managers are responsible for seeing that the defined standard is followed and maintained.

Appendix A

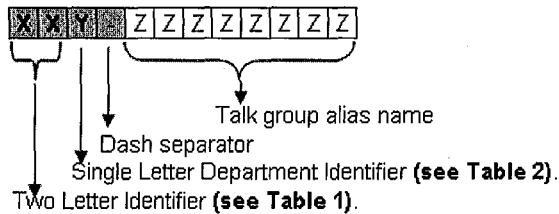
Purpose:

The following is required in order to standardize and document talk group naming convention for the Broward County SmartZone 800Mhz Trunked Radio System.

Description:

The first two characters of the talk group alias identifies the talk group governing entity/municipality. The third character identifies the department/agency within the governing entity/municipality. The fourth character will have a dash (-) as a separator. The remaining available characters will be used to complete the talk group alias. It is important to note, depending on the subscriber model, character display may be smaller or larger. Any subscriber displays that are under eight (8) characters will be handled, by the Radio System Administrator, on a case by case basis. See examples below.

Example 12 character display

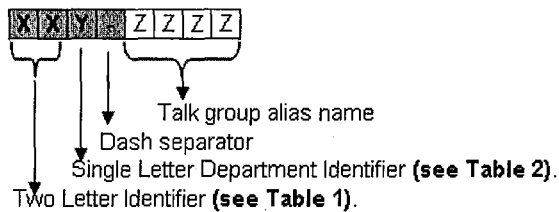


example: **B S O** D I S P - 4 A = PSB/BSO dispatch channel "Disp4A"

example: **F L F** D I S T - 1 = FTL dispatch channel "Dist-1"

Note: Depending on the subscriber model, character display may be smaller or larger. There is a max of twelve (12) characters allowed for talk group alias names.

Example 8 character display



example: **B S O** D S P 4 = PSB/BSO dispatch channel "Disp4A"

example: **F L F** D S T 1 = FTL dispatch channel "Dist-1"

Note: Depending on the subscriber model, character display may be smaller or larger. There is a max of twelve (12) characters allowed for talk group alias names.

Tables

Table 1	
BC	Broward County
BS	Broward Sheriff Office
CC	Cooper City
CK	Coconut Creek
CS	Coral Springs
DN	Dania
DR	Deerfield
DV	Davie
FL	Fort Lauderdale
HA	Hialeah, Miami Dade Cty.
HD	Hallandale
HW	Hollywood
LH	Lauderhill
LL	Lauderdale Lakes
LP	Lighthouse Point
LS	Lauderdale by the Sea
LZ	Lazy Lake
MC	City of Miami, Miami Dade Cty.
MB	Miami Beach, Miami Dade Cty.
MD	Miami-Dade County
MG	Margate
MM	Miramar
NL	North Lauderdale
OP	Oakland Park
PC	Palm Beach County
PB	Pompano Beach
PD	Parkland
PK	Pembroke Park
PL	Plantation
PP	Pembroke Pines
SF	State of Florida
SM	Seminole
SN	Sunrise
SR	Sea Ranch Lakes
SW	Southwest Ranches
TM	Tamarac
WM	Wilton Manors
WP	West Park
WS	Weston

Table 2	
A	Airport
B	FUTURE USE
C	Communications
D	FUTURE USE
E	Port Everglades
F	Fire Rescue
G	FUTURE USE
H	FUTURE USE
I	FUTURE USE
J	FUTURE USE
K	FUTURE USE
L	Local Government
M	Mutual Aide
N	FUTURE USE
O	Office
P	Police
Q	FUTURE USE
R	Parks & Rec
S	School
T	FUTURE USE
U	FUTURE USE
V	FUTURE USE
W	FUTURE USE
X	FUTURE USE
Y	FUTURE USE
Z	FUTURE USE

*** To be used only by Broward Sheriff's Office**

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.9	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Shared Use Of Talk Groups	
Date Established: 01/04/07	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

The intent of this standard is to provide an option to the users of the 800 MHz system, which will allow the talk group owners to "at their discretion" predefine sharing authorizations for other agencies.

2. **Operational Context:**

Talk Groups are considered to be "Owned" by the agency requesting the creation of the Talk Group, similar to the ownership that applies to conventional RF resources. As the owner of the Talk Group the owning agency has the authority and control to define who can and cannot use the Talk Group and to what "degree. Traditionally this process has been primarily accomplished with "letters of authorization."

The optional method to simplify this process is for the owning agency to predefine sharing authorization, as diagrammed in the table example below.

The predefined authorizations would be kept in the Talk Group spreadsheet maintained by the System Managers. These spreadsheets would be shared between the System Managers, and would be a reference available for Talk Group planning. If an agency does not pre-define sharing authorization for a particular talk group, the default will be a "P" as defined below.

3. **Recommended Protocol/Standard:**

The use of the following codes, which are combined to define the intended pre-authorizations...

P = Permission is required to gain authorization for use. A letter of permission must be generated from the System Manager of that agency that wishes to use another agency's Talk Groups for their radio subscribers and/or their Dispatch consoles and this written request must be sent to the System Manager of the system that has ownership of those Talk Groups for their system.

- D = Defined agencies may share, to be defined in a separate letter. The letter would outline specific purpose talk groups, i.e., only dispatch consoles, only neighboring cities, etc. The letter will be on file with the appropriate System Managers.
- L = Like agencies may share, "Fire, Medical, Law, Public Works, etc."
- A = All agencies.
- RX = Only authorized to receive.
- TX = Authorized to transmit and receive.

4. Recommended Procedures:

The System Managers, working with the user groups, would perform this task.

5. Management:

The System Managers are responsible for the management of this procedure. The larger table is also used to layout the Fleetmap information as described in this manual in Section 1.1, Fleetmap Standards.

Talk Group	Owning Agency	Description	Administrating Agency	Global Sharing Authorizations P = Permission letter required to gain authorization for use D = Defined Use – Letter required L = Like agencies may share "Fire, Medical, Law, Works" etc. A = All agencies RX = Are only authorized to receive TX = Are authorized to receive & transmit
Talk Group 1				D-TX
Talk Group 2				L-TX
Talk Group 3				A-TX

Talk Group 4				P-RX
Talk Group 5				P-TX
Talk Group 6				D-TX
Talk Group 7				L-TX
Talk Group 8				A-TX
Talk Group 9				P-RX
Talk Group 10				P-TX
Talk Group 11				D-TX
Talk Group 12				L-TX
Talk Group 13				A-RX
Talk Group 14				P-RX
Etc.				P-RX

The "RX" option shown in the table is an authorization that permits receive only use, although the radio would be technically capable of transmit (TX) operation on the talk group.

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.10	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Scanning Talk Groups	
Date Established: 01/04/07	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

This procedure is to identify operational procedures and responsible authorities governing Scanning activities as it relates to the Scan function in the individual subscriber radio.

2. **Technical Background:**

▪ **Capabilities**

The network infrastructure and subscriber units need to be configured to permit managed user Scanning of Talk Groups. Whether or not Scanning will be utilized in subscriber radios, it is at the option of the user agency. Users also need to be trained that merely including a Talk Group in a non-priority Scan list will not necessarily result in the user hearing traffic on that Talk Group. The Talk Group must also be "active" at the site where the user is affiliated. Talk Groups are active on a site if the Zone Controller is programmed to allow the Talk Group to appear on that site and there is at least one user affiliated at the site which has the Talk Group of interest as their selected channel.

▪ **Constraints**

How the radio is programmed to handle wide area and local sub-system Talk Groups will determine priority Scan capabilities. If the local sub-system Talk Groups is not programmed to the same "system" in the radio, they cannot be included in the priority monitor Scan list. In this case, only Talk Group Scan can be implemented. Priority Scan requires System Infrastructure configuration in order to perform as expected. The Talk Groups that are deemed to be Priority Monitor Groups need to be configured as such by the System Managers. There are practical limitations on the overall number of Priority Monitor Groups that can be enabled due to the amount of time required to distribute the list of active Talk Groups to the radios in real-time. Talk Group Scan does not provide a priority feature to direct the radio to the priority Talk Group. Talk Group Scan can Scan Talk Groups from different systems (as defined in the radio internal programming) and conventional channels. It is strongly recommended that "talkback Scan" not be

used. Talkback Scan would direct the user to transmit on the last active Talk Group the radio heard traffic on. This will cause confusion as the radio user will not know what Talk Group the radio will be transmitting on as it will constantly change based upon what the radio last received. Scan is not recommended for those users that must hear critical communications.

While Scanning will be available on the systems it will necessarily be limited and, therefore, not be as robust as in conventional radio systems.

3. Operational Context:

The network infrastructure and subscriber units will be configured to balance the ability for users to achieve wide area coverage where necessary, and maintain an acceptable level of service for all users. The use of "Critical User" and "Critical Site" in the system for the purpose of non-priority Scanning is not permitted and Scanning between different sites will be accomplished by the use of "requested sites."

Before priority Scanning is allowed on an individual subscriber's radio, it must be pre-approved by the agency's management and/or command.

Additionally, priority Scanning of Talk Groups must be evaluated by the System Manager to make sure the radio system is not affected by the use of this feature.

4. Recommended Protocol/Standard:

Limited Scanning/monitoring privileges may be pre-approved by the affected Talk Group owners and System Managers.

Before Scanning of owned Talk Groups, permission must be granted. permission must come from:

- The System Managers of the sites that are being requested for the Talk Group
- The jurisdiction/agency who is the "owner" of the requested Talk Group

Mutual aid, special roaming and other shared Talk Groups may be Scanned at any time; however, "requested site" determinations will be made by the System Managers of the affected sites.

5. Recommended Procedures:

Permission:

If the Talk Group does not appear on the approved Scanning list, permission must be obtained in writing from the Talk Group owner and the System Manager of the non-home site or sites being "requested" if applicable.

Scanning Configuration:

If trunked Scanning is desired, it is recommended that Scanning should normally be limited to owned trunked Talk Groups which are affiliated with their "always preferred site(s)".

It is further recommended that Scanning normally be disabled when the user leaves the system and switches their radio to a conventional (non-trunked) channel. However, if mixed mode Scanning (both trunked Talk Groups and conventional channel members) is required by some users, it is also recommended that this Scan type only be available when the radio is selected to a conventional channel. This is because mixed mode Scan does not provide priority reverts and the user will typically miss substantial portions of conversations on the selected channel. Talkback Scan is highly discouraged, as the user cannot control the Talk Group used to transmit. Can lists can be either programmed into the radio with no user access for changes, or the list can be made accessible for user modifications. It is preferred that the list is made user configurable to allow those users that can handle Scan to determine what they want to listen to and make changes "on the fly" as their requirements change.

Scanning of Non Home Site Talk Groups:

It is possible to monitor a non-home Talk Group by configuring the system to request the desired non home Talk Group appears on your primary/home system or "always preferred site(s)". Doing so however, will consume a repeater channel on your primary/home system or "always preferred site(s)" and will carry the requested non-home Talk Group priority setting with it. Also, a call on the requested non-home Talk Group will not be delayed (busy queued) if the home system or "always preferred site(s)" does not have a channel available. This however may cause unacceptable conditions where the majority of users do not receive the call while the dispatcher or calling party has no indication that a large segment of their users did not receive the call. While this "requested site" is the recommended approach, it must be carefully controlled, monitored and evaluated due to the potential to exhaust system resources. It must be approved by the affected System Managers.

6. Management:

The System Managers will be the final authority for controlling the Scan feature and Scanning issues. The agency's management and/or command will have the authority to approve/disapprove this feature for their users.

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.11	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Emergency Button	
Date Established: 01/04/07	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

There will be a large variety of users on the radio system with various Emergency Button needs. The various ways the emergency key can be configured will allow for flexibility of use, however, it is important to design the system in such a way that when an Emergency Button is pushed, it is responded to quickly and appropriately.

2. **Technical Background:**

▪ **Capabilities**

The "Emergency Button" feature, if it is programmed into the subscribing agency radios, will allow a radio user to send an emergency notification by pressing the specific Emergency Button on the radio. The notifications will audibly and visually alert all dispatch console positions that have the talk group up that the emergency notification is routed to. Other radios that have the talk group selected will also receive the emergency notification, and display the radio ID of the radio generating the emergency. The display of an ID is dependent upon radio model, firmware version, and purchased options. The user activating the Emergency Button has the obligation to properly cancel the activation by pushing – and holding the Emergency Button until a continuous tone sounds. Failure to properly cancel the alarm on the originating radio will cause a new alarm activation each time the user transmits.

Emergency calls are also automatically assigned the highest priority available and would be the first available from the queue if the system is in a busy situation. Subscriber's radios can optionally be configured to automatically activate the Push-to-Talk (PTT) for a programmed period of time if the Emergency Button is pressed.

▪ **Constraints**

Consider two situations a fire department engine company could be faced with, that show different operational needs:

1. An engine company responds to a medical at a private home. Upon entering the home, they are met by an out-of-control person who fires a handgun at them.
2. An engine company is conducting an interior fire attack when the floor collapses, trapping them in the basement.

In the first example, a firefighter may push his Emergency Button as he is running out of the home. He may want it to signal his dispatcher on the main talk group. The dispatcher would immediately see the signal, assess the situation, and send the police to assist.

In the second example, a firefighter may push his Emergency Button, and have it send the signal on his fire ground operations channel. The on-scene safety officer would attend to this signal by immediately sending in a rescue crew comprised of people already at the scene.

The design should also avoid the instance where an Emergency Button is pressed, and nobody can identify the user, or the wrong people attend to the emergency. Such a situation would occur if a police officer's Emergency Button were configured to signal on a Main Channel talk group. In that case, pressing his Emergency Button would probably signal every police dispatch console on the radio system.

Another example is that a public health official pushing the button when alone in a dangerous situation. If the public health official's radio were configured to signal on the County main dispatch talk group, but is unknown to the dispatcher, the dispatcher may be confused by who is in distress, and may not know how to respond. This example shows the importance of an agreement between the central monitoring agency and the radio user agency.

Emergency Button programming cannot be configured on a talk group by talk group basis. This function is defined within the radio personality consisting of a group of 15 talk groups. The personality may be configured to direct the radio to a specific talk group or to use the current selected talk group of the talk groups within the personality. Emergency Button configuration requests shall be discussed with the System Manager of the affected System as radio programming codeplugs are impacted.

It is recommended that non-Public safety, i.e. Public Service, or general government, users not have the Emergency Button functionality unless appropriate training and monitoring resources are available to respond to the alarms. Non-public safety emergency alarms shall not be directed to a Public Safety Talk Group unless the Public Safety Dispatch Center responsible for the Talk Group agrees to assume responsibility for the alarms.

3. Operational Context:

An Agency may choose to utilize the Emergency Button functionality, or to disable its use. If an Agency chooses to use the Emergency Button it shall be utilized as an indication of an immediate threat to life or property. Use of the Emergency Button to advance a routine Talk Group call in the priority cue is not an accepted usage. Agencies may choose to have the emergency activations occur on a primary dispatch Talk Group, or be directed to a specific Talk Group set aside to handle Emergency Activations. Agencies that may have access to the Talk Groups from other Agencies in their consoles will receive the emergency activation notifications if that Talk Group is active in a folder in the console operator position. Agencies shall NOT acknowledge/silence/cancel emergency activations from another Agency without contacting that agency before taking action. To do so may cause a valid emergency alarm to go unanswered.

Any Agency that acknowledges/silences/cancels emergency activations from another Agency more than 3 times, without contacting that agency before taking action, shall remove the other Agency Talk Groups from their consoles within 30 days of receiving notification from the Talk Group owner or System Manager.

Subscriber units that send an excessive number of false emergency alarm activations shall be located and corrected by the subscriber owner agency as expediently as possible. Excessive is determined to be four (4) or more false alarm activations within a 24-hour period. The subscriber owner agency shall take all steps necessary to locate and correct the false activations. There are circumstances where it is not possible to stop the false activations by attempting to inhibit the radio or by removing the radio authorization record from the system databases. In these cases the radio must and shall be located by the Owner Agency and brought to the servicing vendor for repairs within 30 days of the first false activation. Dispatch Centers shall report all instances of excessive false emergency alarm activation to their System Manager. The report shall include the date, time and Talk Group the emergency occurred on, along with either the subscriber alias or displayed radio ID #.

4. Recommended Protocol/Standard:

Use of the Emergency Button as an emergency signaling option should be available to any agency on the radio system, subject to certain conditions and provisions.

1. Agencies are not required to use this capability of the radio system.
2. No agency will be permitted to enable their emergency signal on a talk group designated as "emergency restricted."
3. All agencies implementing the Emergency Button must have a plan in place to respond to an Emergency Button activation.
4. All Emergency Button response plans must include, at minimum:

- A central radio monitoring point that can identify which radio user pushed the button, the location and nature of the emergency and what the proper agency response should be
- A central monitoring point must be available during any/all hours that personnel are using the radio system.
- A policy for use of the Emergency Button by radio users.
- A response plan to assist the radio user in need.
- In the event the central radio monitoring point is not the same agency as the radio user, an agreement on policy, monitoring, use and response must be in place among the agencies.
- Where available the orange button should be used to program the Emergency Button.

5. **Recommended Procedures:**

N/A

6. **Management:**

Agencies wishing to use the Emergency Button function must coordinate which agency resources that will be receiving the emergency calls, the receiving agencies must have an appropriate plan in place, and documented as to the process that they will use to handle the emergency calls.

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.12	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Encryption	
Date Established: 01/04/07	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

This procedure is to identify operational procedures and responsible authorities governing Encryption activities.

2. **Technical Background:**

▪ **Capabilities**

The network infrastructure and subscriber units need to be configured to permit Encryption of selected Talk Groups. Whether or not Encryption will be utilized in subscriber radios, it is at the option of the user agency. Users also need to be trained to know how to activate the Encryption feature when needed on a specified talk group.

▪ **Constraints**

It will be the subscriber radio user's responsibility to activate the Encryption feature when needed. In most cases the use of Encryption will be decided once a talk group is dedicated to the use by the personnel in the field that are involved in the operational situation.

The Encryption feature blocks all non-approved/intruder radio users and scanners from hearing the conversation of the talk group that is being used for the situation. At this point in time (2007), only the City of Hollywood and County of Broward infrastructure support Encryption capabilities. Encryption can only occur on a digital capable talk group. Both the availability of digital Talk Groups and digital subscriber IDs is limited and must be coordinated with the System Managers prior to any desired implementation. Currently only DES-OFB and DES-XL Encryption algorithms are supported. Encryption Talk Groups that must appear on a console will need to have Encryption key loaded into the Console DIU. This has the potential to reduce the security of the talk group as others may be able to access the clear audio via a console.

3. **Operational Context:**

The Encryption feature needs to be pre-approved by the agency's upper level management. Police units that are approved to receive Encryption for their subscriber radios are designated as SWAT, K-9, Homeland Security and Special Investigation Division, and any other unit as determined by the Department. Other Departments and Divisions such as the Fire Department may choose to encrypt some or all of their Talk Groups as needed to insure operational security.

4. **Recommended Protocol/Standard:**

Limited Encryption privileges may be pre-approved by the affected Talk Group owners and System Managers.–

Before allowing Encryption as a feature of a subscriber radio user of owned Talk Groups, permission must be granted. Permission must come from:

- The System Managers of the sites that are being requested for the talk group
- The jurisdiction/agency who is the "owner" of the requested talk group

5. **Recommended Procedures:**

A subscriber radio user that has the Encryption feature will be responsible for activating/deactivating it as needed. Talk Groups may also be "strapped" secure in the subscriber programming to permit only encrypted operation if desired.

Encryption Keys shall be maintained by the Agency utilizing the Encryption feature. Each agency is responsible to insure that they do not duplicate Logical IDs (LIDs). Logical IDs for the keys consist of a four-digit number entered as the last four digits of the Key. LIDs for Broward County shall be in the 1000 series, Deerfield Beach shall use 2000, Hollywood shall use 3000, Fort Lauderdale and Pompano Beach shall use 4000, and Hallandale Beach shall use 5000. As other systems are brought into the Regional Public Safety Communications System, their LIDs shall start with the site number for their infrastructure. This structure insures that there will not be duplicated LIDs which will cause problems when utilizing Encryption in the integrated environment that we share. The first 16 digits of the key are at the discretion of the Agency.

There are two shared Regional Special Investigations Joint Operations Talk Groups that utilize a shared common key. These two Talk Groups may not be utilized on a permanent basis for any one specific unit or agency. They are common, shared resources dedicated to interagency operations. The talk group information and key are available to authorized personnel by contacting either the System Managers of the Broward County's Office and Fort Lauderdale.

6. **Management:**

The System Managers group and the agencies upper level management will be the responsible authority for Encryption issues.

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.13	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Definitions & Acronyms	
Date Established: 06/28/07	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. Purpose or Objective:

To clarify terms used throughout the standards, protocols and procedures manual. All definitions will be found in this section.

2. Management:

Should there be additions, deletions or changes to these procedures the Regional Public Safety Communications Committee (RPSCC) members are responsible for revising this section.

3. Definitions (in alphabetical order)

APCO P25 Compliant: Public safety equipment that meets (Association of Public Safety Communications Officials) APCO P25 standards.

Announcement Group: is a collection of Talk Groups.

Audit: An audit is defined as a one time, infrequent or occasional in depth analysis of comprehensive elements. An audit may be annual or upon demand. An audit may be stimulated by an event or complaint of monitoring outcome.

“Common” or “Pool” Talk Groups: Common/pooled talk groups (TG) are those that are set-aside for communicating across multiple agencies. Agency radio users in appropriate service areas who need to talk to one another for day to day business or for mutual aid will all put the appropriate common or pool talk group in their radios to be available in time of need. Example: Fire Departments will all have the common Statewide Fire Mutual Aid TG in their radios. “Pool” is distinguished from “common” in that pool implies more than one, such as TAC 1 – 4 is a pool of common regional tactical TGs for law enforcement.

Failsoft Signaling: During normal system operation, the central controller supplies the base station’s Failsoft circuit with a Transmit Data (TDATA) signal. The TDATA signal consists of an OSW followed by an LSHS signal, followed by a Disconnect Word signal.

The TDATA signal keeps the base stations in the trunking mode. If TDATA transmission stops because of failure of the central controller, the base stations revert to the Failsoft mode.

- The base station unmutes and transmits a Failsoft data word
- Radios respond to the Failsoft word and unmute, allowing service to continue via community repeater type operation.
- The base station sends out a 900 Hz tone for 280 milliseconds every 10 seconds to alert the radio user that the system is in Failsoft mode.

Logging: Audio recording of a radio communication.

Mission Critical Operations: Those governmental, quasi-governmental and non-governmental operations carried out by authorized users which are reliant upon a functioning two-way radio communications system which unavailability, degradation, delay or failure, partial or complete, would significantly impact or impair the successful delivery of a vital service or mission. Operations would include, but are not limited to the categories below:

- Public Safety – Those functions of government that exist to protect the physical well-being of the public as a whole from physical danger – continuous delivery of essential public services. Included with this group are Legal Counsel and City's Special Investigative Unit (SIU) and the Administration Site Operations.
- Transportation – Those functions of the government that exist to provide safe, effective and efficient multi-mode movement of the public commodities including public roads, highways, waterways, railways, airways and public transportation systems. Included with this section is the Broward City buses that may need to be used as a back-up to the Broward County Mass Transit buses should a mass evacuation occur due to a major incident.
- Environmental Protection – Those functions of the government that exist to protect the environmental from changes that are detrimental to the existence and continuance of that environment.
- Public Works – Those functions of the government that provide "first responders" that may be necessary to clear streets and highways so that Public Safety operations can be conducted after a major event like a hurricane.

Mobile Radio: A station in the mobile service, generally installed in a vehicle, intended to be used while in motion or during halts at unspecified points.

Mobile Service: A service of radio communication between mobile and base stations, or between mobile stations.

Monitor: Monitoring is defined as the scheduled and routine inspection of operational practices and facilities and/or the review of system reports and documents. Monitoring frequency would generally be on a predetermined, scheduled basis

Non-Critical Operations: All other governmental, quasi-governmental and non-governmental operations, which are reliant upon a functioning two-way, radio communications that do not meet the above mission critical or department critical definitions.

Operational Fixed Station: A fixed station, not open to public correspondence, operated by, and for the sole use of those agencies operating their own radio communication facilities in Public Safety, Industrial, Land Transportation, Marine or Aviation Radio Services.

Patch:

Permanent (hard) Patch: A patch between two or more audio resources on a system, which is fixed and cannot be controlled or edited by the dispatcher.

Manual (soft) Patch: A patch between two or more audio resources on the system, which is setup and controlled by the dispatcher. The dispatcher owning the patch can add and delete resources as needed.

Portable Radio: A radio that is completely freestanding and may be hand-carried or worn by the radio user.

Preferred Site Assignment: A SmartZone system can also be configured with Preferred Site Assignment operation. This feature allows radio users to maintain conversations on sites especially useful to operations and group requirements. In areas with overlapping coverage, radios will work on their preferred site in order to efficiently utilize channel resources while minimizing the number of channels necessary to complete a talkgroup call. Four types of preference can be programmed into the radio personality:

- **Always Preferred** – The subscriber unit will always use this site if it has at least acceptable signal strength, even if the site enters site trunking mode.
- **Preferred** - The subscriber unit will use this site if it has at least an acceptable signal strength rating and is in wide-area trunking mode.
- **No Preferred Site** – This is the default setting for subscriber radios. The subscriber unit will use the best signal according to the best Receive Signal Strength Indication (RSSI).
- **Least Preferred** – The subscriber unit will avoid this site unless no other sites with at least acceptable signal strength are available for use.

Private Call: This allows one radio user to talk to and be heard by only one other radio user. This feature allows a supervisor to discuss confidential matters with a particular member of a talkgroup while other members of the same talkgroup remain squelched.

Public Safety: All Law Enforcement / County, Fire, Emergency Medical and related service areas. These include badged and/or sworn ancillary personnel such as Park Rangers, Court Security Officers, Community Corrections, and those who support public safety operations under special circumstances.

Public Safety Answering Points (PSAPs):

Primary: The PSAP where a 9-1-1 call is originated and received by a call taker then transferred to a dispatcher for dispatching police, fire or emergency medical assistance.

Secondary: The PSAP that receives transferred 9-1-1 call taker calls and is then dispatched and monitored from this center.

Public Service: Public Service in this context refers to general government personnel such as Public Works, Transportation, and other similar public service operations.

RF: Radio Frequencies

Regional Public Safety Communications Committee (RPSCC): The governing body of municipal Police and Fire Chiefs, IT Management and decision-making staff that are empowered to develop Standards, Protocols and Procedures regarding the intent to accomplish the Broward County's Charter direction to achieve regional communication plans to establish Radio Interoperability and Closest User Response objectives.

Region 7: State of Florida Homeland Security region that is made up of Broward, Dade, Monroe and Palm Beach Counties.

Regional System: In this context of this manual this term is intended to represent the entire Region-wide 800 MHz Public Safety Communication System.

SmartZone Trunked System: The 28 channel trunked radio system that serves public safety communication users in a wide-area coverage network. This system allows for roaming from one radio system to another trunked or conventional system seamlessly and provides communications back to the municipality's home based dispatch center. This system can operate in an analog or digital mode.

SmartZone Manager Terminal: The resource tool that is used by System Managers to administer their radio system for maintenance issues and controls of how their radio subscriber and consoles are configured / programmed.

Subscriber Radio: A portable radio that is assigned to a specific individual or a mobile radio that is shared by multiple staff that drives and operates the vehicle.

System: A countywide public safety radio communication system that consists of a shared region-wide infrastructure, the elements of which are identified in the Regional Public Safety Communications Plan and Subsystem integrated into or interconnected by the shared countywide network.

System Manager/ Administrator Positions:

- System Manager – individual in charge of the radio system of a participating agency.
- System Administrator – individual who is responsible for the day to day radio system operations of a participating agency.
- Sub-System Administrator – individual who is responsible for the day to day radio sub-system operations of a participating agency.
- Contract Manager – Director of Broward County Office of Communications Technology or his appointed designee.

Talk Group: The Talk Group is the primary level of communication in a Trunked radio system. This provides the effect of a private channel down to the talkgroup level and prevents members of one talkgroup from hearing the talkgroup calls generated by radios in other talkgroups.

Telephone Interconnect: The use of a radio to make a two-way call between two radios subscribers when privacy is needed to block other radio subscribers from hearing the conversation. This feature must be programmed in the radio and activated on the system in order for it to be functional.

Variance: An allowed divergence from full adherence of an adopted standard, protocol or procedures

Waiver: A complete release from an adopted standard, protocol or procedure.

4. **ACRONYMS (in alphabetical order)**

ALS	-	Advanced Life Support
ATAC	-	All (user) Tactical talk group for 800 radios
AVL	-	Automatic Vehicle Locator
APCO	-	Associated Public Safety Communications Officials
BLS	-	Basic Life Support
CEB	-	Central Electronics Bank
CTCSS	-	Continuous Tone Coded Squelch System
DIU	-	Digital Interface Unit
DTMF	-	Dual Tone Multiple frequency

EDICS -	Emergency Deployable Interoperability Communications System
EMS -	Emergency Medical Services
EMRS -	Emergency Medical Radio System
FCC -	Federal Communications Commission
ICALL -	International 800 MHz Calling Channel
ITAC -	International 800 MHz Tactical Channel
MHz -	Megahertz
NAEMSD -	National Association of State EMS Directors
NPSPAC	National Public Safety Planning Advisory Committee
PSAP -	Public Safety Answering Point
PSWAN-	Public Safety Wide Area Network
PTT -	Push to Talk, i.e. talk button
RF -	Radio Frequency
RX -	Receiver of radio communications
SMG -	System Manager, the owner of the Regional Public Radio System and Sub-Systems
RSS -	Radio Service Software
TX -	Transmission of radio communications
UHF -	Ultra High Frequency
VHF -	Very High Frequency

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section: 1.14	RPSCC Radio Sub-Committee
Sub-Section:	Approved Date: 08/02/07
Procedure Title: Console Naming	
Date Established: 06/28/07	
Replaces Document Dated: N/A	
Date Revised: N/A	

1. **Purpose or Objective:**

The purpose of this section is to set forth the principle by which all System Managers / Administrators of the regional system will establish names for the Radio IDs used to support dispatch console positions. This is necessary because IDs are not associated with a Radio User Alias.

2. **Technical Background:**

Constraints: The serial number field in Radio ID screens is 12 characters long. Every Talkgroup per console position requires a Radio ID programmed for that position, for example a single console position may have 50 radio ID programmed to support that position.

3. **Operational Context:** Every radio in the system represents a radio, but not every Radio ID in the system is a radio, some are consoles. By planning an identification process, we can use the radio serial number field in the radio entry screen in the system to categorize consoles so that they can be easily identified.

4. **Recommended Protocol/Standard:** The Serial Numbers used in the records for console Operator positions will be formatted according to the following:

OPTION 1

- Regional Operating Agencies would have naming prefixes of at least two characters that would stand alone. Counties would be pre-named with a two character identifying mnemonic, and the Cities and Agencies of the Counties would be included under prefix of the County they are in.
- The next three characters would be the letters "con" for console, so as to easily distinguish this identifier from other radio aliases.
- The characters following these first five are at the individual agency's discretion.

OPTION 2

- Starting with a 2 – digit prefix to identify the Console location "for example FL, PB, HL, etc.

EXHIBIT H

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

1. Purchase and order radios and accessories per the standards set forth by COUNTY.
2. Maintain radio inventory and lifecycle of radios to be consistent with COUNTY radio technology.
3. Maintain battery inventory to include deep discharge and re-charge procedures.
4. Tier 1 support for DLE and DOD which is defined as replacement of damaged radio antenna, battery, RF adaptors, external microphone and the exterior cleaning of housing switches. This excludes BSO Fire Rescue.
5. Maintain the fleetmaps for all BSO radio users and provide a copy to COUNTY.
6. Responsible for defining code plug parameters and providing those parameters to COUNTY.
7. Follow the established project schedule and timeline developed by the COUNTY for the completion of re-banding BSO radios.
8. Establish radio programming guidelines and maintain radio programming for confidential BSO radio users which shall include Strategic Investigations, SWAT, Tactical Units and Internal Affairs. This excludes Fire Rescue and Road Patrol among other units.
9. Provide recurring General Fund funding to the COUNTY for the total costs and benefits of one (1) COUNTY employee position to support the programming and maintenance requirements on all BSO user radios. The COUNTY will provide notice to BSO of the total costs and benefits for the one (1) employee position on an annual basis.
10. BSO will require any contract city to be responsible for COUNTY labor, parts and materials associated with Tier 3 support plan. COUNTY labor rates and all other costs associated with Tier 3 support will be provided to BSO on an annual basis.

COUNTY Responsibility:

1. Tier 1 support for BSO Fire Rescue which is defined as replacement of damaged radio antenna, battery, RF adaptors, external microphone and the exterior cleaning of housing switches.
2. Tier 2 support for BSO radios which is defined as replacement of defective volume or channel select knobs.
3. Tier 3 support which is defined as repairs which require the exterior case of a radio to be opened.
4. Parts and materials required to perform Tier 3 repairs for portable, mobiles, and consolettes.
5. Provide monthly billing report for OCT labor, parts and materials used for Tier 3 support in accordance with item 10 under BSO responsibility regarding contracts with municipalities.
6. COUNTY will write code plugs based on BSO specification for all BSO radio users.
7. COUNTY will perform re-banding for all BSO radios.

- The next 2 digits represent the CEB number.
- The following 2 digits indicate the TDM slot on that CEB
- The last four characters are to be unique, at the individual agency discretion.

4. Recommended Procedures:

N/A

5. Management:

The System Managers / Administrators are responsible for ensuring compliance with the standard.

EXHIBIT "F" CALL-TAKING PROCESS

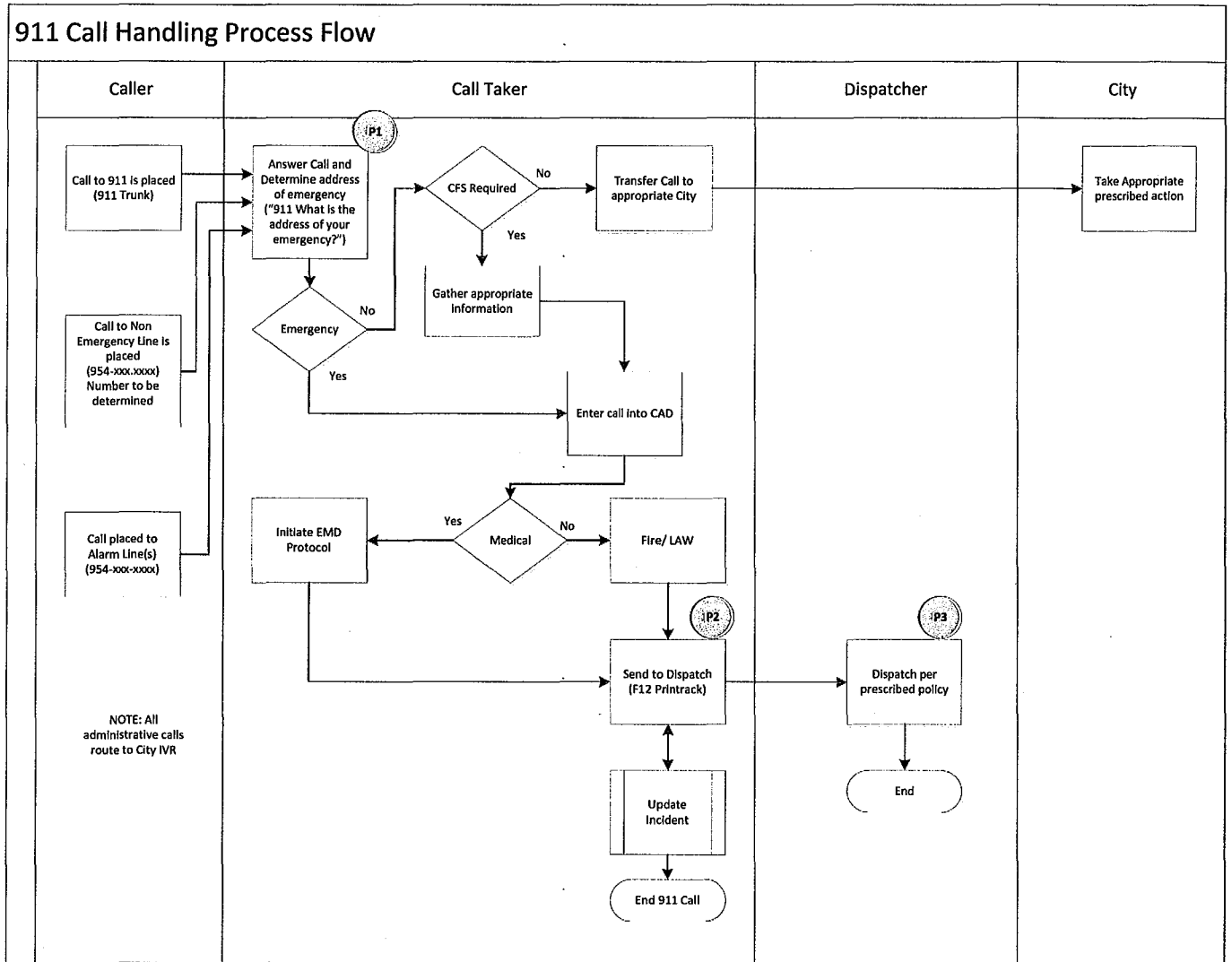
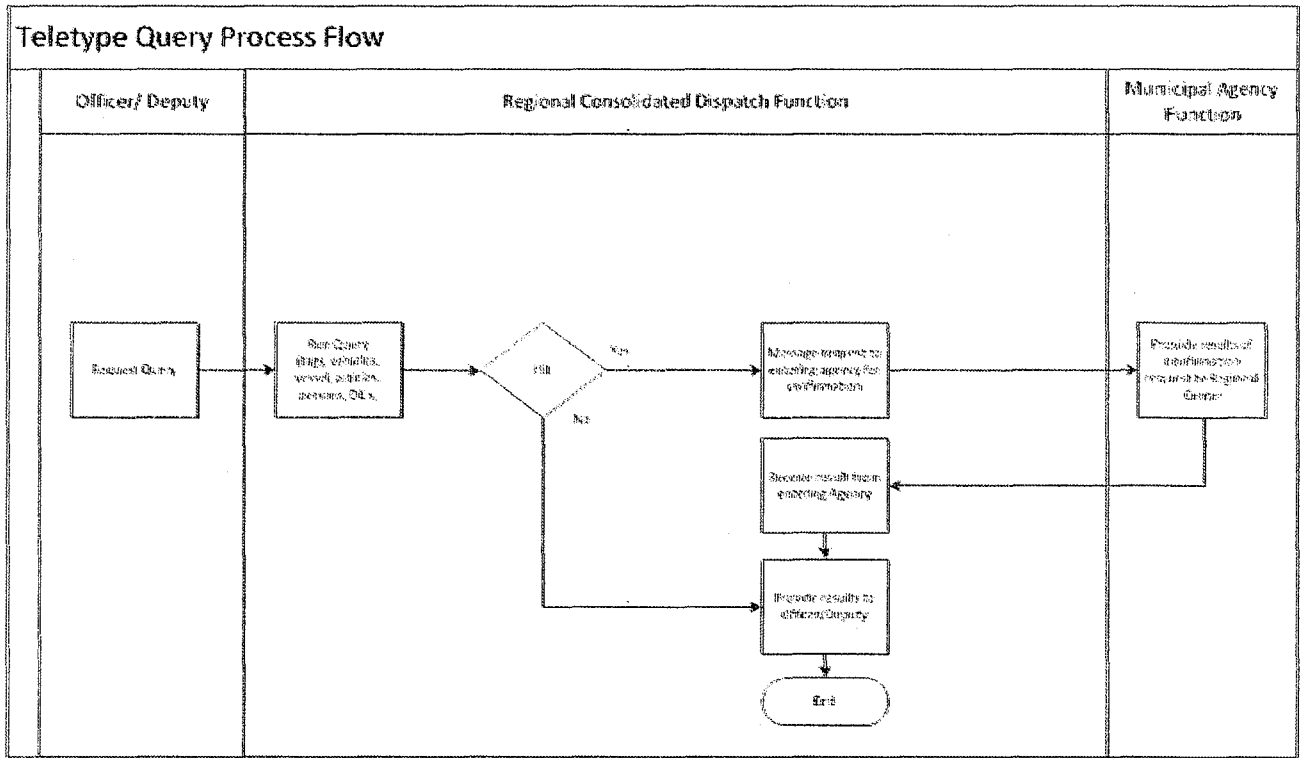


EXHIBIT "G" TELETYPE (QUERIES ONLY) PROCESS



Participating Communities are responsible for performing and funding their own confirmations and locates and those 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 PARTICIPATING COMMUNITY and shall not be a part of System Services and System Services shall be limited to Teletype (queries only).

EXHIBIT "H"
CALL DATA INFORMATION PER HOUR
 System Total

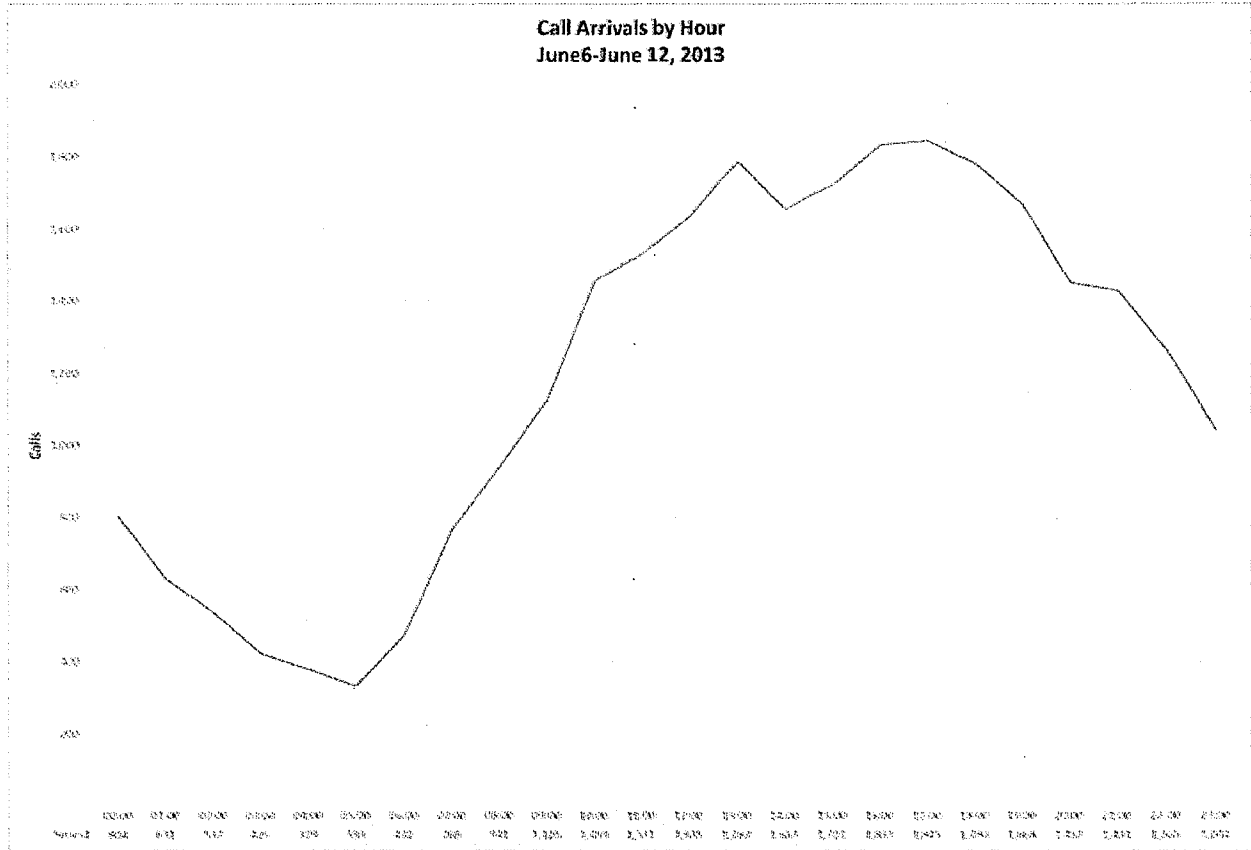


EXHIBIT "I"
STAFFING MODEL PER CENTER

Revised Call Taker Position Requirements (06/21/2013)

(Does not include Coral Springs or Plantation)

	South	Central	North	Total
(a) Workload in hours (D. from APCO Model)	49,462.6	74,528.5	41,185.7	
(b) Net Available Work Hours (Average from PSAPs) *	1,507	1,507	1,507	
(c) Agent Occupancy Rate (F. from APCO Model)	0.8	0.8	0.8	
(d) True Availability per person (b) x (c)	1,206	1,206	1,206	
(e) Full Time Equivalent base estimate (FTE) (a) ÷ (d)	41.0	61.8	34.2	
(f) Attrition Allowance (1 + Annual Attrition x 0.5) *	1.09945	1.09945	1.09945	
(g) New Budget FTE Staff Required (e) x (f)	45.2	68.0	37.6	
Budget Staffing Number	45	68	38	151

* Modified Assumptions

Workload: Answer emergency and non-emergency calls and Complete outgoing calls and CAD entries to ensure calls are either processed for dispatching or referred to the proper agency.

	South	Central	North
Total Call Volume for this position (TCV), from phone records (Includes E911, non-emergency + 12% for outgoing calls)	1,187,103	1,788,685	988,456
Average Processing Time (in minutes) for this position (APT), from phone records (90 Sec. Pickup-Hang-up + 4 Sec. to complete CAD Entry)	2.5	2.5	2.5
Hourly Processing Capability (HPC) = 60 ÷ B	24	24	24
Workload in hours (W) = A ÷ C	49,462.6	74,528.5	41,185.7

Revised Dispatcher Position Requirements (06/21/2013)

(Does not include Coral Springs or Plantation)

	South	Central	North	Total
(a) Total Number of Dispatch Positions	13	17	13	
(b) Ratio to keep on position staffed 24x7x365	5.85	5.85	5.85	
(c) Staff Required (FTE) (a) x (b)	76.05	99.45	76.05	
(d) Attrition Allowance (1 + Annual Attrition x 0.5) *	1.09945	1.09945	1.09945	
(e) New Budget FTE Staff Required (c) x (d)	83.61	109.34	83.61	276.57

Revised Call Taker and Dispatcher Position Requirements (06/21/2013)

(Does not include Coral Springs or Plantation)

	South	Central	North	Total
Total Call Takers and Dispatchers Combined	129	177	122	428

Note: APCO Project Retains model was utilized to determined positions.

EXHIBIT "I"
STAFFING MODEL PER CENTER
Continued

Position Type	FY 2014 Staffing			FY14 Workload Assumptions
	Filled Positions Required	Attrition Allowance %	# of Positions with Attrition Allowance	
South Ctr Call Takers	41	9.945%	45	Estimated Call Volume- 1,187,103
Central Ctr Call Takers	62	9.945%	68	Estimated Call Volume-1,788,685
North Ctr Call Takers	34	9.945%	38	Estimated Call Volume-988,456
South Ctr Dispatchers	76	9.945%	84	13 Dispatch Positions
Central Ctr Dispatchers	100	9.945%	109	17 Dispatch Positions
North Ctr Dispatchers	76	9.945%	84	13 Dispatch Positions
Duty Officer	39	9.945%	43	Supervisory ratio of 10:1
Training	9	0%	9	
Quality Assurance	9	0%	9	
EMD Quality Assurance	9	0%	9	
Accreditation	1	0%	1	
Audio Evidence	6	0%	6	
Support	1	0%	1	1 Administrative Specialist
Management	8	0%	8	1 Director, 1 Assistant Director, 3 site managers, 3 assistant site managers
Total Positions	471		514	

OPERATOR's staffing shall comply with the staffing model no later than September 30, 2014.

EXHIBIT "J"
LEASE AGREEMENTS

EXHIBIT "K" DISPATCH POSITION CONFIGURATION

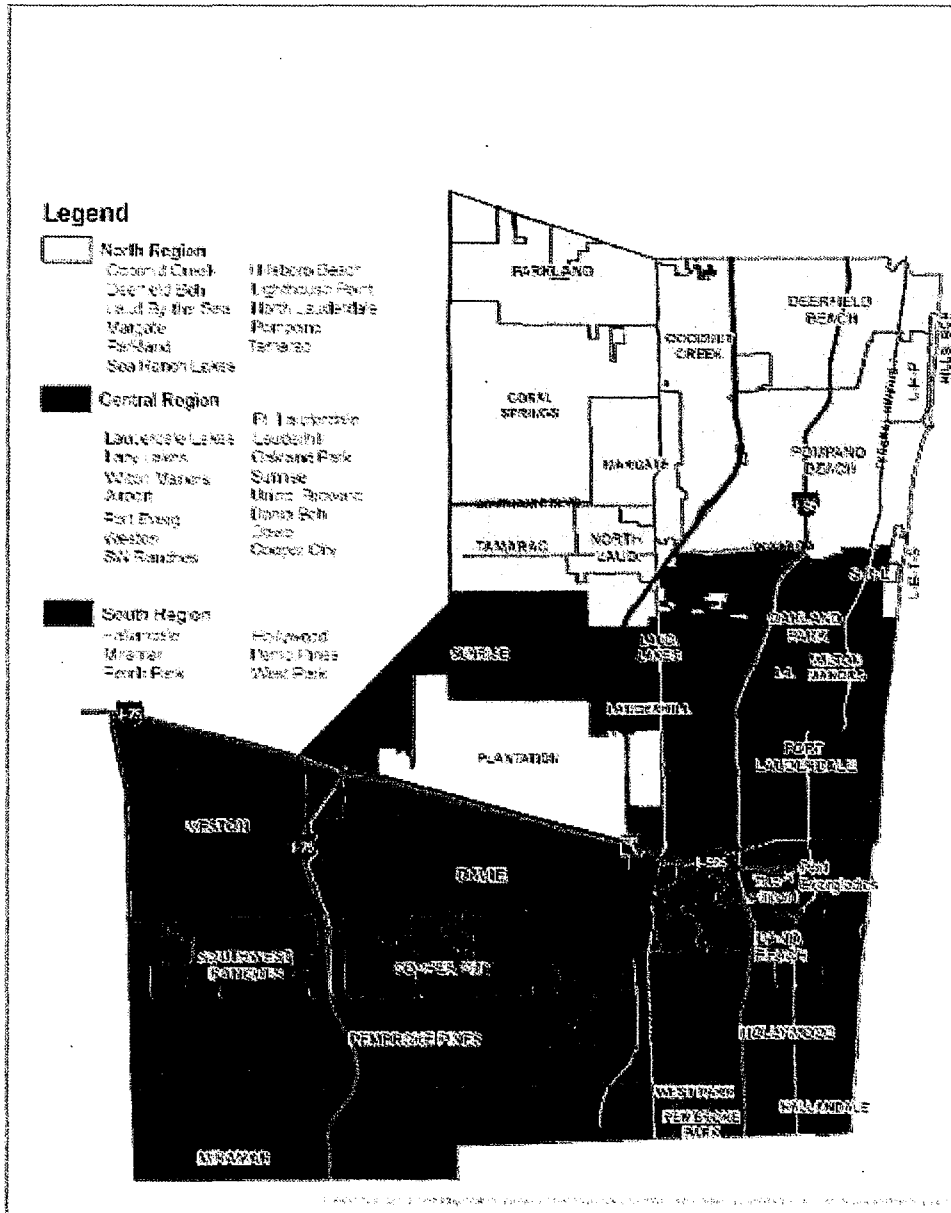


EXHIBIT "K" CONTINUED

Dispatch Positions		
Regional Consolidated PSAP South	Regional Consolidated PSAP Central	Regional Consolidated PSAP North
Law Dispatch Positions 1. TAC 2. Pembroke Park, West Park, Hallandale 3. Hollywood 4. Pembroke Pines 5. Miramar 6. DLE HQ	Law Dispatch Positions 1. Davie 2. Weston, SW Ranches, Cooper City 3. Sunrise 4. Fort Lauderdale Area 1, Wilton Manors 5. Fort Lauderdale Area 2, Lazy Lakes, Oakland Park 6. Lauderhill 7. Central Broward, Lauderdale Lakes 8. Fort Lauderdale Area 3, Sea Port, Airport, Dania Beach 9. TAC	Law Dispatch Positions 1. Coconut Creek, Margate 2. Deerfield Beach, Hillsboro Beach 3. Tamarac, North Lauderdale, Parkland 4. Pompano Beach Area 1, Lighthouse Point, Lauderdale By The Sea, Sea Ranch Lakes 5. Pompano Beach Area 2, 6. TAC
Fire/Rescue Dispatch Positions 9. Hollywood 10. Pembroke Pines 11. Hallandale, West Park, Pembroke Park, Miramar 12. TAC 13. BC Info	Fire/Rescue Dispatch Positions 9. TAC 10. TAC 11. Davie, Weston, SW Ranches, Cooper City 12. Ft. Lauderdale, Wilton Manors 13. Sunrise, Lauderhill, Oakland Park 14. Sea Port, Airport, Dania Beach, Central Broward, Lauderdale Lakes	Fire/Rescue Dispatch Positions 11. MedCom 12. Deerfield Beach, Hillsboro Beach, Lauderdale by the Sea 13. Coconut Creek, Margate, Tamarac, North Lauderdale 14. TAC 15. Pompano Beach, Lighthouse Point
Teletype Positions 15. Teletype 1 16. Teletype 2 17. Teletype 3	Teletype Positions 14. Teletype 1 15. Teletype 2 16. Teletype 3	Teletype Positions 17. Teletype 1 18. Teletype 2 19. Teletype 3

EXHIBIT "L"
New Hire Costs

- I. Criminal Records Check
- II. Background Check
- III. Drug Test
- IV. Medical Examination
- V. Emotional Stability Exam
- VI. Physiological Fitness Exam

EXHIBIT "M"
SOFTWARE AND LICENSING

- I. Emergency Medial Dispatch - (EMD) (EMD Cards sets – 1 set of EMD protocol cards needed for every call taker position, training, and EMD Q Unit)
- II. Open Query
- III. Pro Q&A
- IV. AQUA
- V. ONBASE
- VI. ADORE
- VII. Replay Recording
- VIII. Power DMS
- IX. Telestaff Staffing/Scheduling Software

***Maintenance, repair and system upgrades need to be included.

*Other software and hardware components which are reasonably necessary for OPERATOR to perform this Agreement, as mutually agreed by the County and Operator.

EXHIBIT "N"
CERTIFICATIONS, ACCREDITATIONS AND MEMBERSHIPS

CERTIFICATIONS

NAEMD - Initial Class and Recertification

State Telecommunicator Certification/Exam and Recertification biennial

CPR Certification

ICS 100

ICS 200

ICS 700

ICS 800

APCO Fire

APCO LAW

APCO CTO

Ethics

Crisis Intervention

CTO Recertification

Training Instructor Recertification

ACCREDITATIONS

Communications CALEA

CALEA Training (Including Tri Arc)

EMD ACE Certification (Accredited Center of Excellence)

APCO P33 Training Certification

MEMBERSHIP DUES

APCO Membership

Priority Dispatch Annual Maintenance



Broward County Commission Regular Meeting

14.

Meeting Date: 10/01/2013

Director's Name: Bertha Henry

Department: County Administration

Information

Requested Action

MOTION TO APPROVE agreement between Broward County and the Sheriff of Broward County (BSO) for the operation of call-taking, teletype (queries only) and dispatch services for the Consolidated Regional E-911 Communications System effective October 1, 2013.

Why Action is Necessary

Board approval is necessary for the agreement.

What Action Accomplishes

Approves agreement between Broward County and the Sheriff of Broward County, outlining the manner in which the Consolidated Regional E-911 Communications System will be operated, and the roles and responsibilities of each party.

Is this Action Goal Related

Previous Action Taken

Summary Explanation/ Background

The agreement (Exhibit 1) between Broward County and the Sheriff of Broward County for the operation of call-taking, teletype (queries only) and dispatch services for the Consolidated Regional E-911 Communications System effective October 1, 2013 is being submitted for approval by the Broward County Board of County Commissioners.

The agreement establishes the Sheriff's duties and responsibilities, as the Operator, related to the day-to-day operations of the Consolidated Regional E-911 Communications System, the System's PSAP locations, transition of PSAP employees to the Sheriff, and the hiring, training, supervision, and discipline of personnel. The agreement establishes benchmarks that must be met and addresses the time at which the benchmarks shall be fully achieved. BSO is required to meet or exceed the performance standards that have been established, and will use its best efforts to achieve the highest performance standards, as verified by County, of any PSAP facility operated by a Participating Community on May 7, 2013.

The agreement authorizes the County to monitor performance, requires BSO to implement written action plans if BSO fails to meet benchmarks, and provides a process to address any failure to meet the contract and performance requirements. As part of this agreement, County, in conjunction with each Participating Community and BSO, shall develop a System implementation plan. The plan ensures that all Participating Communities will be migrated to Host PSAP facilities in a manner that assures that they can be seamlessly integrated into the regional system. The County shall have final approval of the System implementation plan.

APPROVED

Fiscal Impact

Fiscal Impact/Cost Summary:

The amount of the initial operator budget for FY 14 totals approximately \$32.2 million. This amount will be revised during the fiscal year as city PSAP employees are migrated to the consolidated centers with the exception of Coconut Creek and Margate. The costs for the employees of those two centers are included in the \$32.2 million as they will become BSO employees on October 1, 2013.

Attachments

Exhibit 1 - Operator Agreement