

RESOLUTION NO. 2020 - 030

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET; AUTHORIZING EXECUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches entered into an agreement with Broward County for participation in the Consolidated Regional E-911 Communication System on August 22, 2013; and

WHEREAS, as part of this agreement the County is designated to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems; and

WHEREAS, pursuant to an Operator Agreement executed between County and the Broward Sheriff's Office (BSO), County engaged the services of BSO to staff and to operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services; and

WHEREAS, County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties; and

WHEREAS, County and the Town desire to amend the Participation Agreement to acknowledge and to adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

WHEREAS, the Town Council believes that it is in the best interest of the Town to approve the First Amendment to the Regional Interlocal Agreement between the County and the Town for Cooperative Participation in a regional public safety intranet.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves the First Amendment to the regional interlocal agreement between Broward County and the Town of Southwest Ranches providing for cooperative participation in a regional public safety intranet, in substantially the same form as that attached hereto, and incorporated herein by reference, as Exhibit "A".

Section 3: Authorization. The Mayor, and Town Attorney, are hereby authorized to enter into the Agreement and to make any changes that may be necessary to effectuate the intent of this Resolution.

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

[SIGNATURES ON THE NEXT PAGE]

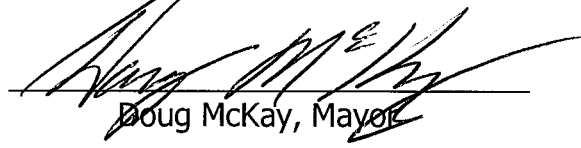
PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 12th day of March, 2020 on a motion by

Council Member Jablonski and seconded by Council Member Hartmann.

McKay yes
Schroeder _____
Amundson yes
Hartmann yes
Jablonski yes

Ayes 4
Nays 0
Absent 1
Abstaining 0


Doug McKay, Mayor

ATTEST:


Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:


Keith M. Poliakoff, J.D., Town Attorney
36665466.1



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

February 26, 2020

To: Municipal Managers

Subject: Amendments to the Participation Agreement for E911 Communications System

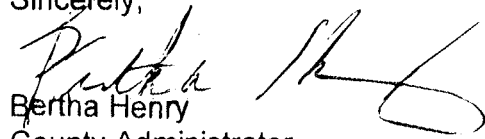
Dear Municipal Managers:

In my previous communication from February 13, 2020, the County's responses were provided to questions brought forward at the BCCMA January meeting relative to the amendments to the Participation Agreement and Regional Interlocal Agreement (see attached). Based on feedback received, a minor update was made to the document. Attached is the current version of the First Amendment to the Agreement for Participation in the Consolidated Regional E-911 Communications System and Regional Interlocal Agreement. **This is the version that should be considered by every City Commission as soon as possible and no later than March 31, 2020.** This item is scheduled for County Commission Board approval on March 10, 2020.

As previously communicated, the amendments are needed to align the performance standards and engagement process with the Operator Agreement with the Broward Sheriff's Office, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, and to permit municipalities to procure special municipal services above the base level of services. The amendments to the Regional Interlocal Agreement include a provision for municipalities to utilize third-party vendors to perform maintenance on subscriber radios so long as those vendors have been approved by the County, and permits existing Standard Operating Procedures to be updated (subject to review and recommendation by the applicable governance boards) and uniformly enforced to ensure the most current subscriber maintenance practices and operating policies and procedures are being used.

If you have any questions, please contact me.

Sincerely,


Bertha Henry
County Administrator

cc: Board of County Commissioners
Andrew J. Meyers, County Attorney
Monica Cepero, Deputy County Administrator
Alphonso Jefferson, Assistant to the County Administrator
Tracy Jackson, Director, Regional Emergency Services & Communications



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE PARTICIPATION IN A
REGIONAL PUBLIC SAFETY INTRANET**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs").

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement ("RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

E. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.
3. The effective date of this First Amendment shall be April 1, 2020.
4. The Parties agree and approve that both the Participation Agreement and the RILA are intended, and shall be interpreted, to provide for the following delineation of responsibilities for the System: County is the owner and provider of the Consolidated Regional E-911 Communications System; Operator is engaged by County to provide System Services to the Participating Communities, including call-taking, dispatching, and teletype (queries only); Operational Review Teams (ORTs) are responsible for review of operational issues that may affect field operations of the fire and law disciplines and communicating these issues to the stakeholders.

Amendments to the Participation Agreements

5. Article 2, Definition, of the Participation Agreement is amended as follows:

2.1 **Administrator**. The term "Administrator" or "County Administrator" shall mean the County Administrator of Broward County government by the Charter of Broward County, Florida.

~~2.2 **Agreement**. The term "Agreement" shall mean this Agreement between COUNTY and MUNICIPALITY.~~

~~2.3~~ **2.2 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.

2.3 Base Level of Services. The minimum level of System Services provided to all Participating Communities by the Operator of the System that meets the following requirements: (i) call intake staffed at a level to provide that 90% of all emergency calls arriving at a PSAP are answered within 3 to 5 seconds; (ii) a single radio talk group, staffed by a single radio operator, should not, during any four-hour block of time, exceed a weighted 0.4 Erlangs or a weighted answer delay of 10 seconds or greater; (iii) sufficient to support retention of Operator's emergency medical dispatch, emergency fire dispatch, and emergency police dispatch certifications; (iv) dispatch operators are supervised on a ratio of not less than 6:1 (supervisor to dispatch operators); and (v) County-provided independent qualitative performance review of call-takers and dispatchers. Base Level of Services shall not include any special services that are separately negotiated or purchased by a Participating Community.

* * *

2.12 **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.

6. Section 2.16 of the Participation Agreement is amended as follows:

2.16 **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 ~~this Standard an~~ a Agreement with County for ~~p~~Participation in the Consolidated Regional E-911 Communications System in substantially the form of this Agreement, as amended.

7. Section 4.1 of the Participation Agreement is amended in relevant part as follows:

4.1 County shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for County's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities. The Consolidated Regional E-911 Communications System shall be implemented through County government. County shall provide for the management, administration, oversight and operations of the Consolidated Regional E-911 Communications System. The System shall operate in accordance with policies, rules, and procedures approved through County workgroups, governance, and/or technical boards created to improve the communications infrastructure and overall Consolidated Regional E-911 Communications System. ~~The System shall operate subject to the control, internal operating rules and regulations of County.~~ County, Operator, and Participating Communities agrees to comply with the requirements of the applicable Management

Control Agreements relating to ~~COUNTY operation~~ of the Regional Public Safety Infrastructure at Host PSAP(s).

8. Section 4.3 of the Participation Agreement is amended in relevant part as follows:

... Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with ~~Operator~~ the Broward Sheriff's Office to authorize the use of the Participating Community's FDLE router. All applicable parties, including County, Operator, Broward Sheriff's Office, and Participating Community, agree to comply with all applicable Criminal Justice Information System (CJIS) and Florida Department of Law Enforcement (FDLE) requirements, and County and Participating Community each agree to enter into agency user agreements, security addendums, or other agreement(s), as required for CJIS compliance, and ensure that its employees and vendors with access to criminal justice information or systems similarly cooperate and comply with CJIS requirements, including execution of any necessary security addendums or other agreements and routinely providing updated security and employee information as required for CJIS compliance.

9. Section 4.4 of the Participation Agreement is amended in relevant part as follows:

4.4 As set forth in the agreement between County and the Operator, which includes an engagement process for the participation of public safety organizations within Broward County, County shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The operation and efficiency performance criteria for the System (the "Standards") shall be as set forth ~~on Exhibit "B" (the "Standards"); provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP~~ in the agreement between County and Operator. Any change in the Standards must be approved in advance by County and the Operator in accordance with the Operating Agreement, and by a simple majority vote of the Fire Chiefs and the Police Chiefs of all Participating Communities. County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

10. Section 4.7 of the Participation Agreement is amended in relevant part as follows:

4.7 The COUNTY shall be responsible for the establishment, coordination, and support of any workgroup, governance, and/or technical boards created for the purpose of ~~providing recommendations to the County Administrator on the operation of the~~ improving the County's regional communications infrastructure and overall Consolidated Regional E-911 Communications System. Membership of any such workgroup or boards may include, but not be limited to, representatives from COUNTY, Participating Communities, and Operator. The Operational Review Team (ORT) shall consist of the Fire Chiefs and the Police Chiefs of the Participating Communities and shall review and

recommend operational changes that may affect first responders (as defined in Section 112.1815(a), Florida Statutes) to improve the operation of the System, to the extent necessary, in accordance with the Engagement Process set forth in Exhibit C. The Participating Communities hereby appoint the ORT to act in accordance with the Engagement Process on behalf of the Participating Communities collectively as set forth in Exhibit C. County may condition any requested service above Base Level of Services on the applicable Participating Community(ies) funding any increased operational or equipment costs; no Participating Community shall be obligated to pay any additional amount for System Services above Base Level of Services without the prior written consent of that Participating Community.

11. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.
12. The Participation Agreement is amended to include Exhibit C as attached hereto.

Amendments to the Regional Interlocal Agreements

13. Section 2.19 of the RILA is hereby amended as follows:

2.19 City 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 City by County. **Any new policies or standard operating procedures, or material modifications to existing policies or standard operating procedures, shall be developed by the applicable governance boards.** City agrees to comply with any enforcement actions required by these policies and procedures ~~for,~~ **including Subscriber Maintenance and to prevent** misuse or abuse of the RPSI Trunked Radio System.

14. Section 2.23 of the RILA is hereby amended as follows:

2.23 City is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to City subscribers as provided in Exhibit B. City may utilize the services of a third-party **vendor approved in advance by County** to provide maintenance of City subscribers, or City may contract with County for a fee for a combination of the aforementioned services or for all of the above services.

15. Section 3.2 of the RILA is hereby amended as follows:

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 City, unless terminated pursuant to Article 4; **notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement**

pursuant to its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement.

16. Exhibit B of the RILA is amended to replace the diagram titled "Broward County – ILA Radio Network Fire Station Alerting System DMARC" with the diagram of the same title attached hereto.

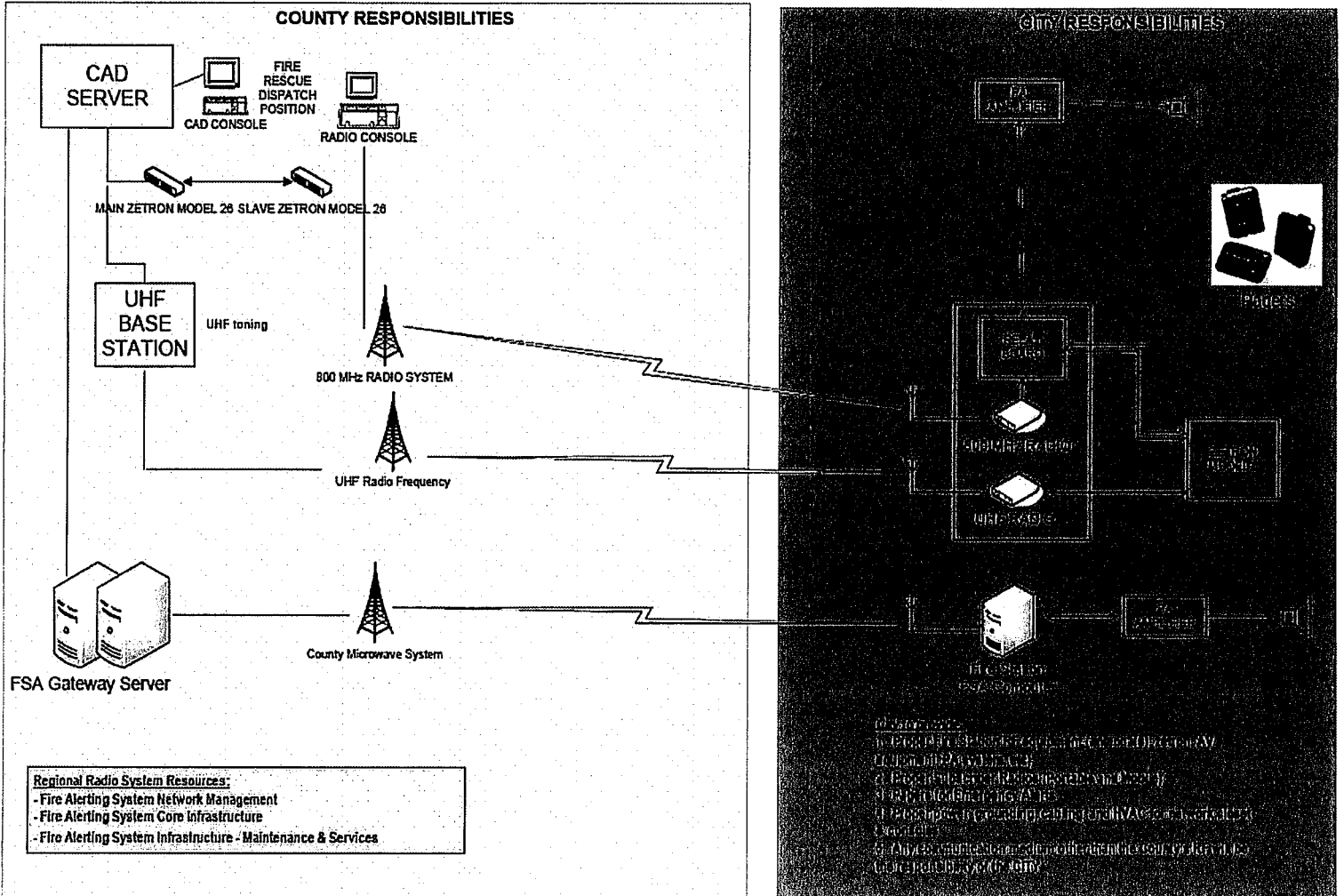
17. Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.

18. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

**Broward County – ILA Radio Network
Fire Station Alerting System DMARC**

RPSI – Fire Station Alerting System
Logical Network Design Overview Broward County Radio System
Broward County/City Responsibilities



COUNTY – PSI – ILA - Regional Fire

First Amendment Participation Agreement and RILA

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 12TH day of MARCH 2020, and SOUTHWEST RANCHES, signing by and through its MAYOR, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2020

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

(Print Name of Witness)

By _____
René D. Harrod (Date)
Deputy County Attorney

RDH
02/24/2020
First Amendment Participation Agreement
#343020.15

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR COOPERATIVE
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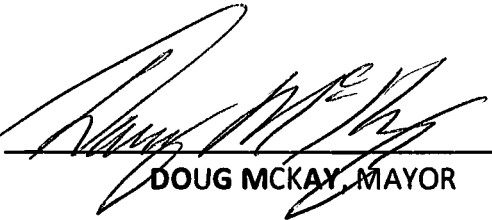
TOWN OF SOUTHWEST RANCHES

ATTEST:

TOWN OF SOUTHWEST RANCHES



RUSSELL MUNIZ, TOWN CLERK

By: 

DOUG MCKAY, MAYOR
DOUG McKay

Print Name

12TH day of MARCH, 2020

I HEREBY CERTIFY that I have approved
this First Amendment as to form and legal
sufficiency subject to execution by the Parties:



KEITH POLIAKOFF, TOWN ATTORNEY

EXHIBIT C

Engagement Process¹

Step 1: Issue Identification and Proposed Resolution

- 1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.
- 2) Issues would be considered first by the existing Operational Review Team (ORT).
 - a) Each law enforcement and fire rescue agency would have a representative on the ORT. Typically, the ORT would meet by discipline as is current practice – law enforcement or fire rescue.
 - b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.
 - i) If the issue only involves a single agency, the issue would move to subparagraph 4.
 - c) Each ORT group should be chaired by a uniformed member determined by the respective Association. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.
- 3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.
- 4) The ORT would recommend approval or denial of the item.
- 5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.
- 6) BSO and County would consider the item under the following guidelines:
 - a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

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

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

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

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

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

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

Step 2: Approval by End-Users

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

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

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

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

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

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

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

Step 3: Escalation to Chief Administrative Officers

- 1) Should an issue not garner support for approval at Step 2, the proposer or other stakeholder may elect to escalate the issue to their respective chief administrative officer (city manager, county administrator, or Sheriff) as may be applicable.
- 2) The chief administrative officer (or designee) of the agency seeking to escalate the issue may elect to uphold the determination made at Step 1 or Step 2, or confer with the chief administrative officers (or designees) of other stakeholders.
- 3) The chief administrative officers of all three stakeholders, should they agree, may also direct a specific resolution to the issue; request ORT reconsider the issue; or take other actions as they determine in the best interest for their local government.

Step 4: Implementation

- 1) Issues identified at Step 1, and approved at either Step 2 or Step 3, shall move to Step 4 for implementation.
- 2) County will facilitate the implementation with the active support of other stakeholders.
- 3) County will monitor and report to all stakeholders the progress and issues approved for implementation.
- 4) ORT members are expected to keep their respective agencies informed of issues undergoing implementation.

Note: For all approvals required by ORT, a simple majority vote of each of (1) the Fire Chiefs Association and (2) the Police Chiefs Association constitutes approval of the item.