

DISPATCH COMMUNICATION SERVICES INTER LOCAL AGREEMENT

THIS AGREEMENT, made and entered into the ____ day of _____, 2019, ("Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

THE CITY OF MARGATE, FLORIDA
a municipal corporation
ADDRESS
ADDRESS
(hereinafter referred to as "AGENCY")

WHEREAS, the Florida Constitution and Chapter 166, Florida statutes provide for home rule powers, and

WHEREAS, Part I of Chapter 163, Florida Statutes permits public agencies to enter into Interlocal Agreements for the performance of service functions of public agencies; and

WHEREAS, CITY has a communications center capable of providing Dispatch Communication Services, as defined here; and

WHEREAS, AGENCY desires CITY to provide Dispatch Communication Services for its public safety service, and CITY is willing to provide those services for a reasonable fee acceptable to the parties; and

WHEREAS, AGENCY understands that CITY will need to establish the resources to provide the Dispatch Communication Services, and agrees to the implementation schedule attached as Exhibit "A"; and

WHEREAS, the Parties agree that entering into this Agreement is for the benefit of the health, safety, and welfare for the residents, businesses, and visitors of both parties.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **PURPOSE**

The purpose of this Agreement is for CITY to provide Dispatch Communication Services to AGENCY.

SECTION 3. **DEFINITIONS**

The following words shall have the following definitions:

Dispatch Communication Services:

- a) Police and fire radio traffic, police and fire telephone call taking (emergency, E-911, non-emergency, text-to-911), and computer (mobile data terminal) operations and associated applications communications;
- b) Electronic access to the computer aided dispatch ("CAD") network for the purpose of accessing historical CAD call reports, provided that such access may be limited by a *force majeure*;
- c) Access to a Motorola P25 800MHz Trunked Radio System ("Radio System") for the purpose of emergency and routine radio communications relating to police and fire services, provided that such access may be limited by preplanned routine maintenance or a *force majeure*; and
- d) Recording of radio traffic on the Radio System and telephone conversations calls to the Public Safety Answering Point ("PSAP") not on a 911 line (recording of 911 calls are stored by Broward County), and providing electronic access to the recordings thereof. The electronic access to records will be provided via password protected website or other electronic means; and
- e) Maintaining the E911 master street address guide for all areas located in the jurisdictional boundaries of AGENCY.

Radio: Any item capable of transmitting and receiving on the Radio System, such items include, but are not limited to, mobile radios, portable radios, and fire station alerting systems.

Municipal boundaries: the boundaries of AGENCY as established by law.

Go-Live: the day that the Dispatch Communication Services will be placed into operation for its intended use by all of AGENCY's end-users.

SECTION 4. RESPONSIBILITIES OF CITY

The Parties agree that the CITY shall:

- a) Provide twenty-four (24) hour a day Dispatch Communication Services for AGENCY;
- b) Provide AGENCY Dispatch Communication Services utilizing best reasonable efforts;
- c) Promulgate policies, procedures, performance standards, and rules relating to access, usage, goals, and objectives as it relates to Dispatch Communications Services. Copies of the most up to date policies, procedures, and rules shall be provided to AGENCY upon request;
- d) Prioritize calls for service and radio dispatching based on the priority of the call for service, as determined solely by CITY;
- e) Assist with training AGENCY as may be required upon promulgation of policies, procedures, and rules relating to access, usage, goals and objectives in relation to Dispatch Communications Services;
- f) Upon request of AGENCY, provide e-agent FCIC/NCIC inquiry and record entry service and/or query only teletype services for qualified and approved law enforcement officials;
- g) If possible, as determined by CITY, and upon request by AGENCY, provide an on scene incident dispatcher for high risk special weapons and tactics team callouts and large scale emergencies;
- h) Maintain Geographic Information System (GIS) roadway, address point, and boundary data for all locations within the municipal boundaries of the AGENCY when such GIS information is provided by AGENCY;
- i) Provide Dispatch Communications Services at National Emergency Number Association and/or Association of Public Safety Communications Officials ANSI Standards as may be amended from time to time;
- j) Represent AGENCY at all Broward County E-911 PSAP meetings;
- k) Maintain complete control and discretion in the procurement and allocation of personnel and all other resources for the provision of Dispatch Communication Services;
- l) Maintain complete control of the Radio System and the devices accessing or connecting thereto;

- m) Provide an electronic portal or portals to AGENCY to: (1) obtain CAD data for AGENCY to generate their own reports for calls for service within the municipal boundaries of AGENCY; (2) recordings of telephone calls for service received at the PSAP from within the municipal boundaries of AGENCY; and (3) recordings of AGENCY's radio traffic on the Radio System;
- n) Maintain and destroy the types of records delineated in subsection m above (except for 911 calls that are stored by Broward County), above, in accordance with the appropriate general records schedule promulgated or approved by the Florida Department of State, Division of Library and Information Services;
- o) Store the types of records delineated in subsection m above (except for 911 calls that are stored by Broward County), above, on a secured Criminal Justice Information Systems compliant server owned by the CITY;
- p) Provide community involvement representation if CITY personnel is available and upon request of AGENCY with at least three business days notice.

SECTION 5. RESPONSIBILITIES OF AGENCY

The Parties agree that AGENCY shall:

- a) Abide by all policies, procedures, and rules relating to access, usage, goals, and objectives as it relates to Dispatching Communications services;
- b) Provide training to its employees that will utilize the Dispatch Communications Services on policies and procedures promulgated by CITY for the access and usage;
- c) Be responsible for purchasing and maintaining Radios that are approved by CITY and compatible with the Radio System;
- d) Have a maintenance contract in effect with the manufacturer or an authorized maintenance provider for the maintenance of Radios throughout the duration of this Agreement;
- e) Promptly deactivate any Radio from accessing the Radio System that may jeopardize the functionality of the Radio System or any Radio that has not been maintained in accordance with the Radio manufacturer's guidelines;
- f) Keep and maintain a full and complete inventory of all Radios and, 90 days before Go-Live, provide CITY the full inventory of Radios;

- g) Immediately notify CITY of any additions, modifications, or deletions to the inventory of Radios throughout the term of this Agreement;
- h) Immediately notify CITY of any misplaced, lost, or stolen Radio;
- i) Be responsible for purchasing and maintaining computers or similar electronic devices that meet Criminal Justice Information Systems Standards that are able to run and access Motorola Premiere One CAD and any upgrade or replacement thereto;
- j) Purchase and/or maintain, at its own expense, licenses and maintenance for the Motorola Premiere One mobile client or any replacement thereto for end-user computers or similar electronic devices;
- k) Install, train, and implement the Motorola Premiere One mobile client no later than ninety (90) days before Go-Live;
- l) Notify CITY of any planned special events at least thirty (30) days in advance, unless otherwise approved by CITY's Chief of Police in writing. In the event that AGENCY requests additional staffing for a special event or the event requires, as determined by CITY, additional dispatch staffing for the event, AGENCY agrees that it shall pay all personnel costs;
- m) Provide CITY GIS roadway, address point, and boundary information for all locations within the municipal limits of AGENCY and AGENCY shall promptly notify and provide CITY of any updates to same;
- n) Be responsible for obtaining reports for AGENCY's calls for service utilizing the electronic portal provided by CITY;
- o) Utilize the electronic portal provided by CITY to fulfill public records requests, subpoenas deuces tecum, and other requests for records sent to AGENCY;
- p) Keep confidential information from disclosure that is confidential or exempt, pursuant to Florida's public records law, and redact all confidential and exempt information from any and all records retrieved from the electronic portals that CITY provides to AGENCY;
- q) Promptly notify CITY of any Demand for Preservation of Evidence related to documents or records that may be stored by CITY for the provision of Dispatch Communication Services;

- r) Promptly notify the CITY's on-duty dispatch supervisor of any activation of a critical incident stress management or debriefing team that results from any call for service received by CITY and dispatched to AGENCY;

SECTION 6. COMPENSATION

6.01 All payments for services shall be non-refundable and in accordance with the cost as designated in the Compensation Schedule, attached hereto and incorporated herein as Exhibit "B", and invoiced by CITY monthly. Such invoice shall be paid by AGENCY within 30 calendar days after such invoice is sent to AGENCY. If the invoice is not paid by the 31st calendar day after the invoice is sent, the amount invoiced shall be subject to one (1) percent simple interest per month.

6.02 In the event that AGENCY's municipal boundaries or service area for police and/or fire service increases or decreases as of the Execution Date, the parties shall enter into good faith negotiations for an adjustment in the compensation provided for herein.

6.03 In the event that the calls received at the PSAP increase by more than fifteen (15) percent in any fiscal year or twenty-five (25) percent over a two year period, the Parties agree to engage in good faith negotiations to modify this Agreement as may be needed.

6.04 The pricing contained in Exhibit "B" is predicated upon the cities of Parkland, Margate, and Coconut Creek joining and/or maintaining CITY as their Dispatch Communication Services provider. In the event that any of the foregoing cities do not enter into a contract for Dispatch Communication Services or terminates their contract for Dispatch Communication Services, Exhibit "B" may be unilaterally amended in good faith by CITY to reflect the increased cost in Dispatch Communication Services.

6.05 The Compensation Schedule attached as Exhibit "B" does not include any cost related to interoperability between the CAD system utilized by CITY and that will be utilized by AGENCY with the CAD system used by Broward County. CITY and AGENCY both desire for a CAD to CAD connection with Broward County. The Parties acknowledge that CITY has previously requested a CAD to CAD connection with Broward County. However, to date, Broward County has not agreed or authorized a CAD to CAD connection. Therefore, the Parties agree that in the event that Broward County agrees to a CAD to CAD connection, AGENCY agrees to pay the cost of the CAD to CAD connection in a pro-rata amount as determined by CITY. Such amount shall be invoiced the AGENCY and AGENCY shall pay such amount within thirty (30) calendar days from invoice. If the invoice is not paid by the 31st calendar day after the invoice is sent, the amount invoiced shall be subject to one (1) percent simple interest per month.

6.06 The following costs and expenses are expressly excluded from the Compensation Schedule attached as Exhibit "B" and shall be paid within 30 days of invoice:

- a) Computer programming and development

- b) All capital and infrastructure costs
- c) Custom reporting

SECTION 7. TERM OF AGREEMENT

This Agreement will commence on the Effective Date and shall terminate on December 31, 2029, unless otherwise terminated pursuant to Section 7 of this Agreement. This Agreement may be renewed for two (2) additional five (5) year periods.

SECTION 8. TERMINATION

8.01 In the event either party shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the non-defaulting party shall give the other party written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within thirty (30) calendar days thereof. In the event the other party has failed to correct the condition(s) of the default, the non-defaulting party shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the defaulting party shall be liable for any and all damages permitted by law arising from the default and breach of this Agreement.

8.02 The parties recognize that there are employees of CITY (hereinafter, "Employees") providing services to AGENCY. It is the mutual intent of the parties that in the event this Agreement is terminated, not renewed, and/or not renegotiated after the term of this Agreement, or otherwise the contractual relationship for the services provided by this Agreement ends between the parties, for any reason other than termination by CITY or a material default by CITY which causes the contract to be terminated, that certain Employees, as determined by CITY, that were hired to provide services for AGENCY obtain employment with AGENCY or the successor provider of Dispatch Communication Services. To fulfill the intent of the parties, the parties agree as follows:

- a) AGENCY agrees to employ, or require a successor Dispatch Communications Services provider to employ the Employees of CITY, hired to fulfill the requirements of this Agreement.
- b) Employees shall become employees of AGENCY or the successor Dispatch Communication Services provider for a minimum of 12 months, provided that AGENCY or the successor Dispatch Communications Services Provider may terminate employment earlier for violation of any rules and regulations of AGENCY or the successor Dispatch Communications Provider in accordance with the rules and policies at that time.
- c) AGENCY or a successor Dispatch Communications Services provider will accept the transfer of all accrued sick time and all accrued annual leave and compensatory time per employee.
- d) Employees transferred to AGENCY or a successor Dispatch Communications Services provider shall be provided with the length of time served with CITY for

purposes of eligibility for promotional opportunities.

- e) Commencing with the beginning of employment with AGENCY or the successor Dispatch Communications Services Provider, AGENCY shall provide the Employees a compensation and benefits package that is comparable to a similarly situated employee of like experience and qualifications with AGENCY or a successor Dispatch Communications Services provider.
- f) Employees who have completed probation with CITY shall not serve an initial probationary period with AGENCY or the successor Dispatch Communications Services provider.

SECTION 9. **INDEMNIFICATION**

To the extent permitted by law, AGENCY shall hold harmless and indemnify CITY against any actions, claims, or damages arising out of AGENCY's negligence or intentional acts in connection with this Agreement or use of the Radio System or electronic portals provided to AGENCY by CITY. To the extent permitted by law, CITY shall hold harmless AGENCY against any actions, claims, or damages arising out of CITY's negligence in connection with this Agreement. The foregoing indemnifications shall not constitute a waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes and/or the common law.

SECTION 10. **INSURANCE**

10.01 AGENCY shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. AGENCY agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by AGENCY in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in section 8 (check when final) of the Agreement.
- (f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, AGENCY SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of AGENCY. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect AGENCY's interests or liabilities but are merely minimum requirements established by the CITY's Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 AGENCY shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and AGENCY shall provide verification thereof to the CITY upon request of the CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.07 AGENCY shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

10.09 AGENCY shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of AGENCY shall thereupon cease and terminate.

SECTION 11. **INDEPENDENT CONTRACTOR STATUS**

CITY and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of AGENCY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 12. **COMPLIANCE WITH LAWS**

The parties shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 13. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, both parties shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Both parties will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Both parties shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 14. **CUMULATIVE REMEDIES**

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 15. **FORCE MAJEURE**

CITY shall not be liable under any theory of law or equity to AGENCY, its officials, employees, agents, residents, or persons within its municipal boundaries for any interruption or cessation of service caused by acts of God, fire, strike, casualty, civil or military authority, hurricanes, extreme inclement weather conditions; insurrection, change of laws, if prohibited or inhibited by any county, state, or federal law or rule, or other event or circumstance not within the control of CITY.

SECTION 16. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 17. **THIRD PARTY BENEFICIARIES**

The Parties do not intend that any person will have a cause of action against either Party as a third party beneficiary pursuant to this Agreement.

SECTION 18. **GOVERNING LAW; VENUE**

18.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

18.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 19. **CONSTRUCTION OF AGREEMENT**

19.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

19.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 20. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 21. NOTICES

21.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Michael Goodrum, City Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

COPY TO: John J. Hearn, City Attorney
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

AGENCY: _____

21.02 Each such notice shall be deemed delivered on the date delivered if by hand-delivery or overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and on the date of transmission with confirmed answer back if by facsimile or email.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and the CITY OF COCONUT CREEK have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST: **CITY OF CORAL SPRINGS, FLORIDA**

DEBRA THOMAS, CRC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

ANDREW B. DUNKIEL, Assistant City Attorney

DRAFT

CITY OF MARGATE

By: _____

Title: _____

Print Name: _____

State of _____

County of _____

On this, the _____ day of _____, 2019, before me, the undersigned
Notary Public of the State of _____, the foregoing instrument was acknowledged
by _____ (name) _____ (title) of _____
(corporation), a _____ (state) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of _____

Printed, typed or stamped name of Notary
Public exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)