

Robert Eschenfelder

From: Robert Eschenfelder
Sent: Wednesday, August 19, 2015 2:29 PM
To: Paul Alexander
Cc: Arthur Stadlin; Karen Windon (karen.windon@mymanatee.org); Ed Hunzeker; Mitchell Palmer; Dan Schlandt
Subject: RE: 911 Interlocal Agreement (RLS 15-131)

Mr. Alexander,

I've reviewed the minor, non-legal edits you've made to the interlocal agreement I previously edited and commented on, and there are no new legal issues created by your edits.

As we discussed, please now circulate the draft to the other jurisdictions to determine if they are ok with the terms.

Rob

From: Paul Alexander
Sent: Wednesday, August 19, 2015 2:12 PM
To: Robert Eschenfelder
Cc: Arthur Stadlin
Subject: 911 Interlocal Agreement

Rob,

Please find attached my edits to the agreement you provided.

For your convenience, I've highlighted in yellow anything that I changed.

If you are ok with my edits ... I'll remove the yellow and use this version to start socializing with the other stakeholders.

I will of course ... keep you in the loop on any feedback I get or any edits being suggested by the other stakeholders.

Thanks again for your help on this.

Paul

Stacy Needham

From: Stacy Needham
Sent: Thursday, December 15, 2016 9:32 AM
To: Stacy Needham
Subject: FW: Interlocal Agreement for the Joint Provision of Emergency Communication System Services (RLS 15-131)
Attachments: Emergency Dispatch System Interlocal 2015.doc; Emergency Dispatch System Interlocal 2015.pdf

From: Robert Eschenfelder
Sent: Friday, August 07, 2015 3:43 PM
To: Paul Alexander
Cc: Mitchell Palmer; Ed Hunzeker; Dan Schlandt; Karen Windon (karen.windon@mymanatee.org); Robert Smith
Subject: Interlocal Agreement for the Joint Provision of Emergency Communication System Services (RLS 15-131)

Mr. Alexander,

Pursuant to your request to receive my response to this RLS by the first week of August, attached please find the draft interlocal agreement outlining the business terms you and various cities have negotiated concerning the funding of the 911 system moving forward.

I do initially note that while you had styled the agreement as being between the County, Sheriff, and "police departments" of the various cities, police chiefs and police departments are not governmental entities as defined in the Intergovernmental Cooperation Act, but rather administrative arms of the cities which created them (much as IT is an organizational arm of Manatee County Government). Therefore, I have changed the parties to the agreement to reflect that the agreement is between the County, Sheriff, and the municipalities themselves. Thus, rather than being executed by the respective police chiefs, I've changed the execution lines to reflect execution by the Mayors of the various cities.

As we discussed yesterday, I have made a variety of other edits to the document as well to address legal, technical and organizational weaknesses.

I do also note that while it seems that a large thrust of this agreement is that all dispatching services will be housed in the ECC now, that's not exactly called out in the agreement. If that is the intent, then it should be further specified. If not, and some physical dispatching services will occur within the municipalities as now occurs, that should be described as well.

While I have addressed all legal issues, and the draft is nearly in a form ready to be submitted to the Board, I do need to ask you to address two open substantive questions:

In Section 2, you make reference to "geographically located" several times:

SECTION 2. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- A. "Core Equipment" means all equipment **geographically located**, owned by, licensed, used and maintained **by County** necessary to provide a 911 public safety delivery system for use by the Parties, including, but not limited to, Vesta call-taking stations ("VESTA"), Computer Aided Dispatch stations ("CAD"), CAD Personal Computers ("CAD PC"), CAD Mobile ("MPS"), and Network Transport.
- B. "Agency Equipment" means all equipment owned by, used and maintained by each Party **wherein the equipment is geographically located**, including, but not limited to, peripherals such as monitors, keyboards, printers, and mouse; and vehicle equipment such as laptops, docking stations, air cards, GPS, and Net Motion servers and related licenses.

Section 3 C has similar phrase:

- C. Agency Equipment shall be owned, operated, and maintained by each **Public Agency** wherein the equipment is **geographically located**, and all costs associated with the operation, maintenance, replacements and upgrade of the equipment shall be the independent responsibility of each Public Agency.

I have no idea what this phrase means, could you please examine how to revise the language to make a reader who hasn't been involved in your negotiations clearly understand the intent of these three uses of the phrase?

Finally, in your draft of the agreement, you have the following language:

SECTION 3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

- A. County is hereby designated as the lead agency for the procurement of the Core Equipment. The other Parties hereby delegate to County the full authority, subject to any specific terms, conditions or limitations herein, the authority to conduct Core Equipment procurement activities on their behalf. The Parties understand and accept that this delegation shall specifically include the following:

However, Section 3 B states:

- B. Core Equipment shall be purchased, owned, operated, and maintained by County, and each Party shall be responsible for the costs associated with the recurring maintenance and support as follows:

If these two sections are correct, and the County is going to "purchase, own, operate and maintain" the "Core Equipment", and neither the cities nor MSO are going to be procuring said equipment, why would the other entities need to "designate" Manatee County as the "lead agency for the procurement" of the Core Equipment?

I think these issues need to be clarified before proceeding, so please consult with your business partners and once you have revisions or clarifications, send the draft back to me for hopefully a final review.

Rob