

INTERLOCAL AGREEMENT FOR THE JOINT ADMINISTRATION OF 911 PUBLIC SAFETY SERVICES FOR MANATEE COUNTY, THE SHERIFF OF MANATEE COUNTY AND THE CITIES OF BRADENTON, PALMETTO, AND HOLMES BEACH

THIS AGREEMENT, is made and entered into by and between the Sheriff of Manatee County (herein "MCSO"), the City of Bradenton (herein "COB"), the City of Palmetto (herein "COP"), the City of Holmes Beach (herein "COHB"), and Manatee County, a political subdivision of the State of Florida (herein "County"), collectively referred to as the ("Parties").

W I T N E S S E T H

WHEREAS, the Parties to this Agreement are public agencies individually empowered by law to appropriate funds for, procure, construct, own, maintain, use and dispose of emergency communication assets required to provide effective and efficient county-wide law enforcement dispatching services; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, codified as Florida Statutes § 163.01 et seq., provides authority for public agencies, including counties and law enforcement officials, to exercise jointly with each other any power or authority which such agencies share in common and which might be exercised separately in order to make the most efficient use of their powers by enabling them to cooperate via an interlocal agreement; and

WHEREAS, the Parties desire to improve the 911 public safety delivery system with technologies and industry best practices that maximize inter-operability and operational efficiencies; and

WHEREAS, the Parties have determined that it would be in their respective best interests and the taxpayers of Manatee County to jointly fund, operate and maintain a shared 911 public safety delivery system; and

WHEREAS, Manatee County has agreed to procure, design, and host the shared 911 public safety delivery system subject to the terms and conditions set forth herein.

NOW, THEREFORE, the Parties to this Agreement agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to define the rights and obligations of the Parties with respect to the collaborative procurement, design, installation, testing, administration, operation, maintenance, and future replacement of components of a 911 public safety delivery system.

SECTION 2. DEFINITIONS

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

- A. “Core Equipment” means all equipment 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 licenses (“CAD”), CAD blade computers (“CAD PC”), CAD Mobile (“MPS”), and Network Transport.
- B. “Agency Equipment” means equipment purchased or supplied by participating agencies, 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. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

- A. County shall procure the Core Equipment, and shall have authority, subject to any specific terms, conditions or limitations herein, to conduct Core Equipment procurement activities on behalf of the Parties. The Parties understand and accept that this shall specifically include the following:
 - 1. Manatee County Code Chapter 2-26 (the Purchasing Code) and the County’s Purchasing Administrative Standards & Procedures Manual shall, along with any applicable statutes, control the County’s procurement activities for the Core Equipment and associated maintenance and support contracts.
 - 2. Any protest or administrative appeal related to the County’s procurement of the Core Equipment shall be disposed of as provided in the Manatee County Code, and all Parties agree to be bound by any such disposition.
 - 3. All Parties agree that the Manatee County Attorney’s Office shall provide all legal advice and services regarding the County’s procurement process for the Core Equipment, and to the extent any administrative proceeding or litigation from any third party, including unsuccessful proposers is initiated, that Office is authorized to defend and compromise the case as provided for in § 2-2-30 through § 2-2-35 of the Manatee County Code (the County Attorney Ordinance).
- 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:

1. County agrees to provide, and COB agrees to utilize four (6) VESTAs. COB agrees to budget for and appropriate on an annual basis the recurring costs outlined below associated with the four (6) VESTAs, and one (1) leased Network Transport connection. Additional licenses or services such as but not limited to Core Equipment, NetViewer, NetDispatcher, CADLink, EdgeFrontier, ProQA, Virtual Partner, and BI Reporting. Payments shall be made to County within thirty (30) days of the receipt of a payment request from County which contains support documentation sufficient to permit COB to verify the cost(s) being reimbursed. To the extent COB may wish to dispute any payment request, or any part thereof, such dispute shall be referred to the COB police chief and the County Administrator to resolve the dispute; and if unable to resolve, will be presented to the Board of County Commissioners for resolution. COB also agrees to budget for and appropriate for the technology refresh of the four (6) VESTAs estimated in the amount of \$48,000 to be reimbursed to County by but not before January 1, 2021. Payments shall be made to County within thirty (30) days upon receipt of invoice as documented and stated above.

2. COP agrees to budget for and appropriate on an annual basis the recurring costs outlined below associated with two (2) VESTAs, two (2) CADs, two (2) CAD PCs, sixteen (16) MPS licenses, and one (1) leased Network Transport connection. Beginning on October 1, 2017 COP shall pay 100% of the actual vendor documented recurring costs, and for the Network Transport costs without markup of any kind, for maintenance and support. This cost is estimated at \$24,509 annually, and may be adjusted based upon actual vendor increases or decreases in costs to County and/or COP requests for additional licenses or services such as but not limited to Core Equipment, NetViewer, NetDispatcher, CADLink, EdgeFrontier, ProQA, Virtual Partner, and BI Reporting. Payments shall be made to County within thirty (30) days of the receipt of a payment request from County which contains support documentation sufficient to permit COP to verify the cost(s) being reimbursed. To the extent COP may wish to dispute any payment request, or any part thereof, such dispute shall be referred to the COP police chief and the County Administrator to resolve the dispute; and if unable to resolve, will be presented to the Board of County Commissioners for resolution. COP also agrees to budget for and appropriate for the technology refresh of the two (2) VESTAs and the two (2) CAD PCs estimated in the amount of \$31,860 to be reimbursed to County by but not before January 1, 2021. Payments shall be made to County within thirty (30) days upon receipt of invoice as documented and stated above.

3. COHB agrees to budget for and appropriate on an annual basis the recurring costs outlined below associated with one (1) VESTA, one (1) CAD, two (2) CAD PCs, eight (8) MPS licenses, and two (2) leased Network Transport connections. Beginning on October 1, 2017 for the Network Transport cost, and on October 1,

2016 for all other costs, COHB shall pay 100% of the actual vendor documented recurring costs, without markup of any kind, for maintenance and support. This cost is estimated at \$18,683 annually, and may be adjusted based upon actual vendor increases or decreases in costs to County and/or COHB requests for additional licenses or services such as but not limited to Core Equipment, NetViewer, NetDispatcher, CADLink, EdgeFrontier, ProQA, Virtual Partner, and BI Reporting. Payments shall be made to County within thirty (30) days of the receipt of a payment request from County which contains support documentation sufficient to permit COHB to verify the cost(s) being reimbursed. To the extent COHB may wish to dispute any payment request, or any part thereof, such dispute shall be referred to the COHB police chief and the County Administrator to resolve the dispute; and if unable to resolve, will be presented to the Board of County Commissioners for resolution. COHB also agrees to budget for and appropriate for the technology refresh of the one (1) VESTA and the two (2) CAD PCs estimated in the amount of \$28,020 to be reimbursed to County by but not before January 1, 2021. Payments shall be made to County within thirty (30) days upon receipt of invoice as documented and stated above.

4. On behalf of MCSO's contribution to Core Equipment, County agrees to budget for and appropriate on an annual basis the recurring cost associated with six (8) VESTAs, thirteen (15) CADs, and thirteen (15) CAD PCs. Beginning on October 1, 2017, County shall pay 100% of the actual vendor documented recurring costs for maintenance and support. This cost is estimated at \$64,976 annually, and may be adjusted based upon actual vendor increases or decreases in costs to County and/or MCSO requests for additional licenses or services such as but not limited to Core Equipment, NetViewer, NetDispatcher, CADLink, EdgeFrontier, ProQA, Virtual Partner, and BI Reporting. County also agrees to budget for and appropriate for the technology refresh of the six (8) VESTAs and the thirteen (15) CAD PCs estimated in the amount of \$175,000 by but not before January 1, 2021. The parties agree that MPS licenses are owned by MCSO and are considered Agency Equipment under this Agreement, and all annual recurring costs are paid directly to the vendor by the MCSO. There are no incremental costs for the Network Transport due to the co-location of the MCSO within the County 911 center.
- C. Agency Equipment shall be owned, operated, and maintained by each Party, and all costs associated with the operation, maintenance, replacements and upgrade of the equipment shall be the independent responsibility of each Party.
 - D. As the hosting agency for the 911 public safety delivery system, the County, working in consultation with the other Parties, shall have primary daily responsibility for administration and oversight of the system, and shall ensure that technicians working on Core Equipment at the various locations are CJIS compliant. County agrees to

retain all CAD records indefinitely on the 911 public safety delivery system for the duration of a Party's participation in this Agreement. County agrees to retain telephone recordings of all 911 calls including 911 administrative lines in accordance with the Florida State Statute retention period or for a period of one (1) year, whichever is longer. County also agrees to retain public safety radio recordings in accordance with the Florida State Statute retention period or for a period of ninety (90) days, whichever is longer. To ensure the daily operational needs of the system and Parties are being addressed, a Service Level Agreement (SLA) containing mutually agreeable service standards, roles, and maintenance period will be agreed to and maintained by the Parties, and shall be amended from time to time as operational needs change.

- E. When installing, removing, upgrading, relocating, maintaining, operating or replacing any physical component of the 911 public safety delivery system hosted by County, the agents or contractors of County, or the other Parties as the case may be, shall be solely responsible for any damage they may cause to the physical components and shall be financially responsible for repair or replacement of same.
- F. Other than the financial support commitment of the Parties set forth herein, County shall bear all expenses related to the operation and maintenance of the Core Equipment in providing for the 911 public safety delivery system unless the Parties agree, via amendment to this Agreement, that the Parties will provide a periodic contribution to offset such operating costs.

SECTION 4. RESERVATION OF INDIVIDUAL RIGHTS OF THE PARTIES

- A. The Parties to this Agreement acknowledge that individual authority to regulate and control their respective structures, equipment and systems, including enforcement of building and electrical standards, telecommunication protocols, and security regulations, shall be preserved. Notwithstanding the foregoing, the Parties to this Agreement agree to work cooperatively together to facilitate a successful acquisition and installation of the 911 public safety delivery system including, when possible, the standardization of the foregoing regulations and telecommunications protocols.
- B. The Parties reserve the right to sign off on the final system acceptance, and the final installation and turn-over for production of the 911 public safety delivery system for their respective agencies. Such sign off must not be unreasonably withheld, and must be done within any time limits set within the relevant procurement agreement(s) so as not to expose the County to financial penalty or violation of the prompt payment act.
- C. As the agency which will physically host the system in its data center and primarily monitor and maintain the software, server and related communications equipment

associated with the 911 public safety delivery system, County reserves the right to review and approve any technical or design specifications, including network communication protocols, which would have an effect upon other associated, attached or interrelated County technology assets, and to require the 911 public safety delivery system, once operational, to comply with any technical, safety, access and maintenance standards established for similar systems hosted in its data center. Similarly, County will provide technical specifications to the Parties for the selection of Agency Equipment to ensure compatibility and interoperability with the system.

- D. The Parties reserve their respective rights to enforce any current or future state or federal laws concerning the confidentiality of the 911 public safety delivery system, operational standards, and any data records stored on or processed by the system. The Parties agree that, for the purposes of the Florida Public Records Act, all CAD data and CAD information generated by the system is owned by the agency generating that record. Similarly, the Parties agree that all 911 call recordings received and created by the 911 public safety delivery system are owned by, and are the individual records of, the Party ultimately receiving and responding to the call. No records owned by another agency shall be accessed, read, copied, deleted, or released, by any other Party without express prior authorization of the custodian of the Party owning the record unless otherwise stated herein.

SECTION 5. DURATION AND TERMINATION

This Agreement, having both near term and on-going components, shall remain in effect until one or more of the Parties elects to terminate their cooperative relationship concerning the 911 public safety delivery system, which a terminating Party may accomplish by giving 180 days written notice to the agency head of the other Parties. To the extent this Agreement is terminated, the Parties shall negotiate in good faith concerning the return and disposition of Core Equipment owned by County and the terms of any successor agreement between the remaining parties, to include ongoing forwarding of incoming County calls to the exiting Party. The County agrees to maintain all exiting agency CAD data and 911 call recordings for a period of ninety (90) days past the date of exit and further agrees to transfer the data and recordings to the exiting Party upon request. Upon termination, all Agency Equipment shall be maintained by the exiting Party. In no event shall termination relieve any Party from fulfilling any financial obligations owed prior to 180 days from the Notice of termination.

SECTION 6. MERGER AND SEVERABILITY

This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements or understandings, whether oral or written, concerning the subject matter hereof. Should any section, sentence or clause of this Agreement be deemed unlawful by

a Court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this Agreement shall continue in full force and effect to the extent permitted by law.

SECTION 7. INDEMNIFICATION AND THIRD PARTY BENEFICIARY

Each Party agrees to indemnify each other Party and hold it harmless as to any claim, judgment, or damage award whatsoever arising out of or related to that indemnifying Party's own negligent or wrongful acts or omissions, to the extent permitted by law. The Parties understand that pursuant to Florida Statute § 768.28(19), no Party is entitled to be indemnified or held harmless by another Party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable, and each Party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The Parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency, constitutional officer or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement. The duty to indemnify any Party shall survive the termination or expiration of this agreement.

SECTION 8. EFFECTIVE DATE AND AMENDMENT

Pursuant to Section 163.01(11), Florida Statutes, notwithstanding the actual date(s) of approval and execution by any of the Parties, this Agreement shall be effective upon the filing of one copy of same, fully executed by the Parties, with the Manatee County Clerk of the Circuit Court. Responsibility to ensure this filing occurs is that of the County, which shall, thereafter, distribute a copy of the Agreement to the other Parties showing the Clerk's recording mark. Any amendments to this Agreement shall be in writing and executed by the Parties, and shall also be filed with County and the Parties in order to become effective.

SECTION 9. MISCELLANEOUS

If any Party fails to perform its obligations under this Agreement or otherwise breaches this Agreement in any material respect, a non-breaching party shall give written notice of such breach to the breaching Party. If the breaching Party fails to cure the breach within thirty (30) days from the date of such notice, then the non-breaching Party shall be entitled to pursue any and all rights and remedies it may have under this Agreement, at law or in equity, including, but not limited to, the right to terminate this Agreement. In the event litigation occurs as between two or more of the Parties to enforce or interpret

such breach to the breaching Party. If the breaching Party fails to cure the breach within thirty (30) days from the date of such notice, then the non-breaching Party shall be entitled to pursue any and all rights and remedies it may have under this Agreement, at law or in equity, including, but not limited to, the right to terminate this Agreement. In the event litigation occurs as between two or more of the Parties to enforce or interpret this agreement, each such Party shall bear its own attorney fees and costs incurred in prosecuting or defending the litigation and related appeals regardless of the outcome of the case.

Now Therefore, the Parties hereto have caused this Agreement to be executed as of the date indicated below.

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY**

By: _____
Betsy Benac, Chairperson

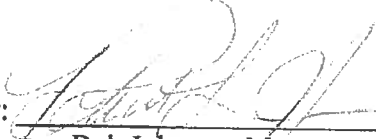
ATTEST: Angelina M. Coloneso
Manatee County Clerk

By: _____
Deputy Clerk

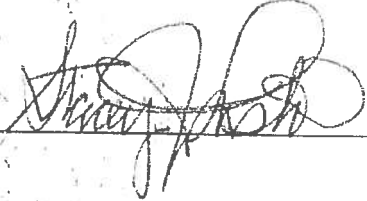
MANATEE COUNTY SHERIFF

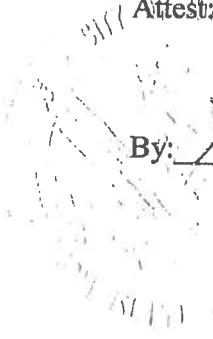
By: W. B. Steube
Brad Steube, Manatee County Sheriff

CITY OF HOLMES BEACH

By: 
Bob Johnson, Mayor

Attest: City Clerk

By: 



CITY OF BRADENTON

By: Wayne Poston
Wayne Poston, Mayor



Attest: City Clerk

By: [Signature]

CITY OF PALMETTO

By: Shirley Groover Bryant
Shirley Groover Bryant, Mayor

Attest: City Clerk

By: [Signature]