

FIFTH AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND SHERIFF OF BROWARD COUNTY FOR THE OPERATION OF CALL-TAKING, TELETYPE (QUERIES ONLY) AND DISPATCH SERVICES FOR THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM

This Fifth Amendment to the Agreement between Broward County and Sheriff of Broward County for the Operation of Call-Taking, Teletype (Queries Only) and Dispatch Services for the Consolidated Regional E-911 Communications System (as amended, the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the Sheriff of Broward County, a constitutional officer of Broward County ("BSO") (County and BSO are collectively referred to as the "Parties").

RECITALS

A. County and BSO entered the original Agreement between Broward County and Sheriff of Broward County for the Operation of Call-Taking, Teletype (Queries Only) and Dispatch Services for the Consolidated Regional E-911 Communications System, dated September 30, 2013, which facilitated the consolidation of the regional communications system with a single operator and three public safety answering points for the participating communities.

B. The initial five-year term of the Agreement ended on September 30, 2018. Pursuant to a First Amendment, dated October 17, 2018, a Second Amendment, dated April 5, 2019, a Third Amendment, dated October 7, 2019, and a Fourth Amendment, dated March 25, 2020, the Parties extended the Agreement by a series of three (3) month extensions, all of which were effectively exercised, such that the Agreement currently expires on September 30, 2020.

C. County and BSO have nearly completed negotiations for an amended and restated agreement to govern the operation of the regional E-911 communications system for a new five-year period but, Parties may be unable to complete such negotiations prior to the current expiration date of September 30, 2020.

D. County and BSO desire to extend the duration of the existing Agreement to allow additional time to conclude these negotiations or to allow for a smooth transition of System Services to County or a third-party. This Fifth Amendment will extend the terms and conditions of the Agreement for up to two (2) additional three (3) month periods to allow time for the amended and restated agreement to be finalized or for implementation of alternate solution.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties 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 Fifth Amendment shall retain the meaning ascribed to such terms in the Agreement. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect.

2. Notwithstanding the term and extension provisions stated in Section 3.1 of the Agreement and in addition to the extensions previously approved pursuant to the First Amendment, the Agreement is extended for an additional three (3) month period from October 1, 2020, through December 31, 2020 ("Extension Period"), on the same terms and conditions as the existing Agreement except as expressly modified herein. If approved in writing by both the County Administrator and the Sheriff prior to December 31, 2020, the Agreement may be extended for an additional three (3) month period from January 1, 2021, through March 31, 2021, and, if so approved, such additional time shall be included in the term "Extension Period" as used herein.

3. Consistent with Section 4.1 of the Agreement, BSO shall continue to provide System Services throughout the Extension Period in accordance with the scope of services and terms and conditions in the Agreement.

4. On the first day of each month during the Extension Period, County shall pay Operator the monthly amount for System Services in accordance with the final budget approved by the Broward County Board of County Commissioners ("Monthly Amount"). As stated in the First Amendment, the final approved budget for System Services includes two additional non-sworn positions for compliance with Criminal Justice Information System ("CJIS") requirements (an Administrative Support Specialist and a CJIS Compliance Manager) at the agreed upon rates, as well as purchase of additional software (including implementation and support).

5. Within twenty (20) days after the conclusion of each calendar month during the Extension Period, Operator shall provide County with a detailed report, on a form reasonably approved by the Parties, itemizing the actual expenditures for System Services for the prior month, including detailing any vacant positions during that time period. No later than thirty (30) days after the end of each quarter, County and Operator shall jointly prepare a reconciliation report reflecting the actual expenditures of Operator for System Services as compared to the compensation paid to Operator during that time period. Within thirty (30) days of the Parties' agreement on the final reconciliation report for the Extension Period, any net underpayment amount reflected in the final reconciliation report shall be paid by County to Operator, and any net overpayment amount reflected in the final reconciliation report shall be refunded by Operator to County or deducted from compensation due Operator for System Services for time periods after the Extension Period, as elected by County.

6. For the duration of the Extension Period, the Parties shall cooperate to ensure the regional E-911 communications system and System Services comply with current requirements of the Criminal Justice Information System (CJIS) as established by the Federal Bureau of Investigation and the Florida Department of Law Enforcement, inclusive of employees and contractors, as stated in the Parties' Management Control Agreement, executed February 26, 2013, and amended by a First Amendment thereto, dated January 21, 2020.

7. This Fifth Amendment shall be effective retroactively to October 1, 2020.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth 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 ___ of _____, 2020, and BROWARD SHERIFF’S OFFICE, signing by and through its Sheriff, Gregory Tony, 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
Telecopier: (954) 357-7641

(Print Name of Witness)

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

RDH
2020-09-22 Fifth Amendment Operator Agreement
9/22/2020
#502259.2

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Operator

WITNESSES:

Sheriff of Broward County

Signature

By: _____
Sheriff Gregory Tony

Print Name of Witness above

_____ day of _____, 2020

Signature

Print Name of Witness above

Approved as to form & legal sufficiency
subject to the execution by the parties

By: _____
General Counsel
Broward Sheriff's Office

Date: _____