

RESOLUTION NO. 2023 -071

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A SECOND 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, the Town Council adopted the First Amendment to the Agreement on November 19, 2022 via Resolution 2021-010; and

WHEREAS, County and the Town desire to amend the Participation Agreement and the RILA (collectively the "System Agreements") to extend the terms of the system agreements for coterminous, consecutive periods of five years; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to approve the Second 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 Second 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.

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

Ranches, Florida, this 24th day of August, 2023 on a motion by

Chris Jablonski and seconded by Chris Kuczenski.

Breitkreuz	<u>Yes</u>	Ayes	<u>5</u>
Allbritton	<u>Yes</u>	Nays	<u>0</u>
Hartmann	<u>Yes</u>	Absent	<u>0</u>
Jablonski	<u>Yes</u>	Abstaining	<u>0</u>
Kuczenski	<u>Yes</u>		

[Signature]
Steve Breitkreuz, Mayor

ATTEST:
[Signature]
Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:
[Signature]
Keith M. Poliakoff, J.D., Town Attorney
1001.2375.01



Exhibit 1

*Pending execution original
Juan Broward
County*

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS S**

AND

**SECOND 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**

This Second Amendment ("Second 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," "City," or "Participating Community") (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"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

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, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "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, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. County and the Broward Sheriff's Office ("BSO") are negotiating a new interlocal agreement (the "Operator Interlocal Agreement") pursuant to which BSO would staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services.

E. County and Municipality desire to amend the Participation Agreement and the RILA (collectively, the "System Agreements") to extend the terms of the System Agreements for coterminous, consecutive periods of five (5) years.

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 Second Amendment shall retain the meaning ascribed to such terms in the Participation Agreement or RILA, as applicable.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect.
3. The effective date of this Second Amendment shall be the date on which it is fully executed by County and the applicable Municipality, or September 30, 2023, whichever occurs first.
4. The provisions of this paragraph shall apply to both of the System Agreements, notwithstanding any contrary provision in either document. The terms of the System Agreements shall be coterminous and are hereby extended for a five (5) year period from October 1, 2023, through September 30, 2028, unless earlier terminated in accordance with this paragraph, and shall be automatically renewed for subsequent five (5) year terms on the same terms and conditions unless terminated in accordance with this paragraph. Any Participating Community may terminate the System Agreements upon at least 365 days' prior written notice to County; upon such notice, the Systems Agreements shall expire for that Participating Community as of the date stated in the termination notice that is at least 365 days after the date of the notice. Termination of the System Agreements by any one Participating Community will not terminate the System Agreements for any other Participating Community.
5. The Engagement Process set forth in Exhibit C to the RILA may itself be modified through the Engagement Process. Upon such modification, the modified Engagement Process shall automatically be substituted in place of Exhibit C to the RILA without the need for a written amendment.
6. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
7. This Second Amendment may be executed in counterparts, whether signed physically or electronically, 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.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 ___ day of _____, 2023, and Municipality, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

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

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

RDH
05/24/2023
Second Amendment PA/RILA
#621352.4

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

AND

SECOND 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

MUNICIPALITY

TOWN OF SOUTHWEST RANCHES

ATTEST:



TOWN CLERK

By: 

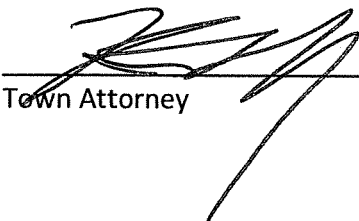
TOWN MAYOR

Steve Breitkreuz

Print Name


____ day of August, 2023

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:



Town Attorney



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

AND

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7. This Second Amendment may be executed in counterparts, whether signed physically or electronically, 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.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 13th day of June, 2023, and Municipality, signing by and through its _____ Mayor _____, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: [Signature]
County Administrator

25th day of September, 2023

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

By: [Signature]
René D. Harrod (Date)
Chief Deputy County Attorney

Digitally signed by René D.
Harrod
Reason: Approved as to form
Location: Broward County
Attorney's Office
Date: 2023.09.23 10:22:34 -04'00'



RDH
05/24/2023
Second Amendment PA/RILA
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MUNICIPALITY

TOWN OF SOUTHWEST RANCHES

ATTEST:


TOWN CLERK

By:

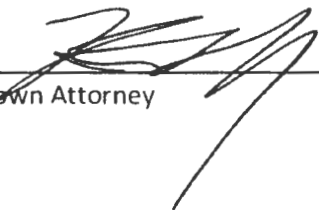

TOWN MAYOR

Steve Breitkreuz

Print Name

24th day of August, 2023

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:


Town Attorney