

CITY CLERK
CITY OF SUNRISE
2023 OCT 12 PM 1:08

SUNRISE, FLORIDA

RESOLUTION NO. 13-143-23-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A “SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM AND SECOND AMENDMENT BETWEEN BROWARD COUNTY AND SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD AND THE CITY OF SUNRISE PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET;” AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 23, 2013, via Resolution No. 13-142, the City approved a “Regional Interlocal Agreement (RILA) between Broward County and the City of Sunrise providing for Cooperative Participation in a Regional Public Safety Intranet” (RILA); and

WHEREAS, on September 23, 2013, via Resolution No. 13-143, the City approved an “Agreement between Broward County and the City of Sunrise for Participation in the Consolidated Regional E-911 Communications System” (PA); and

WHEREAS, on September 10, 2020, via Resolution No. 13-143-20-A, the City approved a consolidated “First Amendment to Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional Agreement for E-911 Communications System and First Amendment to the Regional Interlocal Agreement between Broward County and the City of Sunrise providing for Cooperative Participation in a Regional Public Safety Intranet;” and

WHEREAS, the County and the City wish to amend the RILA and the PA.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The “Second Amendment to Agreement between Broward County and the Participating Municipality for Participation in the Consolidated Regional Agreement for E-911 Communications System and Second Amendment to the Regional Interlocal Agreement between Broward County and the City of Sunrise providing for

Cooperative Participation in a Regional Public Safety Intranet” (Second Amendment) is hereby approved. A copy of the Second Amendment is attached hereto as Exhibit A.

Section 3. The Mayor is hereby authorized to execute the Second Amendment.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS 10TH DAY OF OCTOBER, 2023.



Mayor Michael J. Ryan

Authentication:



Felicia M. Bravo
City Clerk



MOTION: KERCH
SECOND: GUZMAN

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: ABSENT
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency.



Kimberly A. Kisslan



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 CITY OF Sunrise PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET

2023 OCT 30 AM 10:44

CITY CLERK
CITY OF SUNRISE

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 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: Kim Campbell
County Administrator

16th day of October, 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: 2023.10.26 09:35:17 -0400

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 CITY OF Sunrise PROVIDING FOR COOPERATIVE
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET

MUNICIPALITY

CITY OF Sunrise

ATTEST


CITY CLERK Felicia M. Bravo, City Clerk



By: 

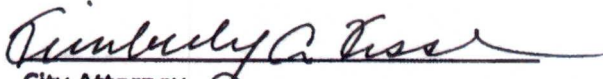
CITY MAYOR

Mayor Michael J. Ryan

Print Name

17th day of October, 2023

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


City Attorney