

**INTERLOCAL AGREEMENT BETWEEN  
WAYNE IVEY, SHERIFF OF BREVARD COUNTY, FLORIDA**

**AND**

**THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA**

**FOR FIRE RESCUE DISPATCH SERVICES AND  
UTILIZATION OF THE COMBINED COMMUNICATIONS CENTER**

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as the "AGREEMENT") is made and entered into by and between WAYNE IVEY, in his official capacity as Sheriff of Brevard County, Florida, a County Constitutional Officer and a County Charter Officer (hereinafter referred to as the "SHERIFF"), for himself and on behalf of his successors in office; and the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") (each hereinafter referred to as "PARTY," collectively "PARTIES");

**WITNESSETH**

**WHEREAS**, Brevard County has a NG 911 System consisting of ten Primary Public Safety Answering Points (hereinafter "PSAP" or "PSAPs") and one Secondary PSAP (*See BREVARD COUNTY 911 Plan* attached as **Exhibit A**); and

**WHEREAS**, the Brevard County Sheriff's Office (hereinafter "BCSO") Primary PSAP currently provides direct dispatching for all law enforcement calls within unincorporated Brevard County, the City of Cape Canaveral, City of West Melbourne, the Town of Grant-Valkaria, Town of Malabar, Town of Melbourne Beach, Town of Melbourne Village and the Town of Palm Shores; and

**WHEREAS**, currently, calls for fire and rescue emergencies within unincorporated Brevard County, the City of Cape Canaveral, City of West Melbourne, the Town of Grant-Valkaria, Town of Malabar, Town of Melbourne Village, and the Town of Palm Shores are transferred to the Brevard County Fire Rescue Department (hereinafter "BCFR"); calls for fire and rescue emergencies within the Town of Melbourne Beach are transferred to Indian River County Police Department; and calls requiring emergency medical service/hospital transport are relayed or transferred by telephone to BCFR; and

**WHEREAS**, BCFR has a secondary PSAP, located in Rockledge, Florida, that direct dispatches all calls for fire and rescue service for the unincorporated areas of Brevard County, the City of Cape Canaveral, City of West Melbourne, the Town of Grant-Valkaria, Town of Malabar, Town of Melbourne Village and the Town of Palm

Shores, City of Rockledge, City of Palm Bay; and all calls for emergency medical service/hospital transport are handled by BCFR direct dispatch or call relayed/transfer; and

**WHEREAS**, Section 4.2 at page 37 of *Florida's Department of Management Services, Florida Emergency Communications Number 911 State Plan, 2017* provides the following recommendations: "Although PSAP consolidation is currently a local decision made by each county, formation of PSAPs that serve multiple municipal emergency response agencies is encouraged by DMS. Consolidation, where the county chooses to combine and operate one or more public-safety agencies in a single E911 facility, reduces costs and increases operational efficiency. Consolidation should be considered to be appropriate and the most effective and efficient method of managing a county E911 system. Enhanced 911 system capabilities, which provide the caller's telephone number, location and jurisdictional response agencies based on location, have reduced the need for local municipal PSAPs. Community and county leaders should work together to consolidate PSAP facility and equipment resources, especially in situations where a PSAP, is having a high call volume, can answer 911 calls for a PSAP with a low call volume;" and

**WHEREAS**, the SHERIFF and the COUNTY have determined that it is in the best interest of the citizens of Brevard County to consolidate their 911 operations within a Unified Communications Center (hereinafter "UCC") located within the COUNTY's Emergency Operations Center (hereinafter "EOC"), with the purpose of effectively coordinating public safety communications; and

**WHEREAS**, the COUNTY desires that the SHERIFF provide direct dispatch services for BCFR and all contracted agencies, in accordance with the provisions of this AGREEMENT and applicable federal and Florida laws; and

**WHEREAS**, the SHERIFF desires to provide dispatch services for BCFR for fire and rescue emergencies and emergency medical service/hospital transport purposes, in accordance with the provisions of this AGREEMENT and applicable federal and Florida laws; and

**WHEREAS**, it is the intention of the SHERIFF to occupy space within the EOC to consolidate law enforcement dispatch operations with BCFR's secondary PSAP and fire rescue and emergency medical dispatch operations that will continue to provide services to unincorporated Brevard County, all municipalities currently under contract with the County for fire and rescue dispatch services, and any other municipality or organization that would contract for such services in the future; and

**WHEREAS**, the PARTIES wish to set forth the terms and conditions for the SHERIFF's provision of dispatch services for BCFR and occupation of space within the EOC; and

**WHEREAS**, the PARTIES are acting pursuant to the authority contained in their respective charters, general law, and Section 163.01, Florida Statutes.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, herein, the PARTIES agree as follows:

**I. UNIFIED COMMUNICATIONS CENTER**

- a. UCC: The COUNTY has established with funding contribution by the SHERIFF, the EOC, which will house the UCC consisting of the BCSO PSAP consolidated with fire and rescue and emergency medical service/hospital transport dispatch services. (See **Exhibit B** for facility map). Any consolidation of services between other public safety agencies and the SHERIFF will be subject to the terms of this AGREEMENT and agreement by SHERIFF.
- b. COUNTY Facility: The UCC is located within the EOC, a COUNTY facility. The designated UCC space will be exclusively operated by the SHERIFF. The SHERIFF shall be permitted to establish and operate the UCC within the EOC as identified in **Exhibit B**. The SHERIFF shall have non-exclusive use of any common adjacent areas within the EOC facility. The SHERIFF and COUNTY shall have joint exclusive space in areas designated for Information Technology storage space. The SHERIFF shall have the authority to authorize or deny access to the UCC for any person; including those in his employment, vendors assigned to work within the UCC, or any other third parties entering the facility. All areas of the EOC facility other than the UCC will be managed by COUNTY and all decisions pertaining to the EOC facility other than the UCC is solely the decision of the COUNTY. The SHERIFF may request COUNTY Facilities for any necessary maintenance for the UCC. Approval for such improvements and maintenance will not be unreasonably withheld or delayed.
- c. Purpose of UCC: The primary purpose of the UCC shall be to house Brevard County's primary PSAP that receives voice and text message calls for service from the public for routine and emergency assistance. SHERIFF will efficiently coordinate response resources to emergencies and coordinate public safety and emergency services radio communications.
- d. Public Safety Agencies: The UCC will house the primary 911 PSAP for Brevard County responsible for both law enforcement and fire rescue dispatch, operated by SHERIFF. The COUNTY and SHERIFF will permit the UCC to serve as a dispatch hub where public safety agencies may enter into agreements for consolidated dispatch operations, provided that the UCC's primary purpose for the provision of 911 PSAP services is not impinged. The public safety agencies for which the UCC will be the primary 911 PSAP for the

purpose of this AGREEMENT will be the SHERIFF and BCFR. The SHERIFF will have complete oversight over all operations of the UCC.

- e. Staffing: The SHERIFF will be responsible for providing the personnel assigned to the UCC and the COUNTY agrees that only SHERIFF'S employees will be assigned to or occupy the UCC without prior and written approval of the SHERIFF.
- f. Use of the UCC: The UCC will utilize the space constructed within the EOC, with no change to its physical address that shall remain undisclosed. Notwithstanding termination of this AGREEMENT pursuant to section VII., the UCC will house the primary PSAP operations, including the administrative support personnel essential to its operation.
- g. Management of UCC: The SHERIFF will be responsible for the operation and management of all areas of the UCC and backup PSAP/disaster recovery site, including, but not limited to, all 911 PSAP and non-emergency call taking, all fire rescue and emergency medical console workstations, Information Technology space, designated peripheral offices, all common areas including breakroom(s), outside sitting area, conference room/bunkhouse and bathroom facilities, fitness room, all interior and exterior closets, and all equipment contained therein. The COUNTY shall maintain responsibility for the overall County facility of the EOC.
- h. Modifications within the UCC: The SHERIFF may make changes to existing workstations, including replacement, substitution, enhancement, or any other change to any workstation or equipment, including physical arrangement or orientation, visual aesthetic elements, installation of additional equipment, and additions to equipment, and furnishings within the designated UCC space. The SHERIFF will bear the costs of all necessary changes and addition of future equipment through available funding or as requested by the SHERIFF from the COUNTY during each budget cycle.

## II. **OBLIGATIONS OF THE SHERIFF**

- a. The SHERIFF will be responsible for the management, administration, and control of BCSO's 911 PSAP that will subsume BCFR's secondary PSAP, and non-emergency call taking within the UCC on a continuous twenty-four hour a day, three hundred sixty-five day a year basis, except as otherwise provided by this AGREEMENT. The SHERIFF will receive on behalf of COUNTY all emergency and non-emergency requests for assistance via telephone and radio, within industry standards for PSAP operations.

- b. Law Enforcement Dispatch: The SHERIFF will be responsible for management, administration, and control of all law enforcement dispatch functions, equipment, and personnel, with the exception of payment for and management of the radio system infrastructure and backbone and 911 phone system infrastructure and backbone, including hardware, towers, and gear that communicates with the dispatch center. This shall include the dispatching of law enforcement related calls for service based upon the SHERIFF's policies and procedures; the hiring, management, and termination of all law enforcement related dispatch personnel; and the handling of all service requests related to law enforcement dispatch functions.
- c. Fire Rescue Dispatch:
  - i. Beginning March 1, 2024, SHERIFF will be responsible for the hiring, management, and termination of fire and emergency medical dispatch personnel. This provision is only applicable to personnel who apply for and who are employed by the SHERIFF.
  - ii. A *Memorandum of Understanding* will be developed by the COUNTY and the SHERIFF for specific personnel guidance during the transition period resulting in full consolidation of dispatch operations. Personnel will maintain their respective occupational function and location until the UCC becomes operational. The transition of personnel and equipment to the UCC will occur in phases when authorized by the SHERIFF.
  - iii. Upon occupation of the consolidated dispatch area within the UCC, the SHERIFF will be responsible for management, administration, and control of all fire and emergency medical dispatch operational requirements of the UCC and Brevard County.
  - iv. The County Manager is delegated the authority, as necessary and appropriate, to approve and periodically update as needed Memoranda of Understanding and additional Addenda to this AGREEMENT on behalf of the COUNTY and with written agreement by SHERIFF.
- d. The SHERIFF will support BCFR operational needs through coordinated efforts to address:
  - i. Cross-training supervision, training officers, and newly hired employees in fire rescue and law enforcement disciplines.
  - ii. Servicing existing dispatch contracts with municipalities and engaging in renewals including current in-kind MOUs, as appropriate.

- iii. Making dispatch records accessible to BCFR staff as requested for fire rescue internal quality assurance or billing processes; and
- iv. Addressing all administrative matters as necessary.
- e. FCIC/NCIC Agency Coordinator: The SHERIFF will be responsible for all FCIC/NCIC related personnel, equipment, and functions, including the hiring, management, and termination of related personnel, and the handling of all related statutory compliance provisions.
- f. CJIS Requirements: The PARTIES agree to abide by all CJIS security requirements, including preclusion or termination of employment for disqualified candidates or employees, background checks, fingerprints on file with FDLE for all employees, security escorts for vendors, and CJIS training for employees and vendors prior to secure area access.
- g. Standard Operating Procedures, Protocols, and Guidelines: Pursuant to Fla. Stat. section 30.15(d), (j) and the Brevard County Charter section 4.2.2, SHERIFF shall be responsible for the control, operation, and administration of the UCC and related services. The SHERIFF shall develop and maintain operating policies and procedures governing call-taking and dispatch of all law enforcement and fire rescue, medical emergency and non-emergency calls received by the consolidated Brevard County PSAP. The PARTIES agree that the SHERIFF'S designee and the COUNTY PUBLIC SAFETY DIRECTOR'S designee shall meet from time to time or as needed to collaborate and develop operating policies, procedures, and protocols to include employee training requirements as related to taking and dispatch of fire and rescue, medical emergency, and non-emergency calls.
- h. Dispute Resolution: The SHERIFF shall have the sole authority to promulgate rules and regulations for the day-to-day operation of the UCC. COUNTY and SHERIFF recognize that the complexities involved in consolidated emergency dispatching partnership requires the continuous review and improvement of the processes and procedures. To ensure operational effectiveness and efficiency, supervisors of both COUNTY BCFR and SHERIFF shall meet from time to time or as needed to resolve issues as they may arise. If a resolution cannot be reached, the SHERIFF'S designee and the COUNTY PUBLIC SAFETY DIRECTOR'S designee will attempt resolution. If a resolution is not reached to the satisfaction of all individuals involved or the PARTIES, the issue shall be then brought to the COUNTY PUBLIC SAFETY DIRECTOR and UNDERSHERIFF for resolution. If a resolution is not reached to the satisfaction of all individuals involved or the PARTIES, the issue shall be then

brought to the COUNTY Manager and SHERIFF for final discussion and resolution.

### III. **OBLIGATIONS OF THE COUNTY**

- a. The space and facilities for the operation of the UCC, including the provision of utilities, will be provided for, and maintained by the COUNTY. The COUNTY will provide the SHERIFF sufficient space and necessary funding for countywide and currently contracted municipal law enforcement, fire rescue and emergency medical dispatch operations. Additional console workstations may be necessary for expanded law enforcement or fire rescue, medical emergency dispatch operations upon request to the COUNTY.
- b. In order to maintain offices, operational and technical equipment, and workstations, the COUNTY shall provide SHERIFF with adequate space within the EOC, to be designed by the SHERIFF and agreed to by COUNTY as described in Section I.
- c. Backup and Cooling: The COUNTY agrees to provide adequate power backup (i.e., generators) and a proper cooling system for any network equipment used by or located in the UCC.
- d. BCFR will continue to provide:
  - i. Changes to mapping layers;
  - ii. Fire Rescue response plan support; and
  - iii. Fire Station alerting methods at BCFR's discretion and expense.
- e. Each PARTY, as the managing authority of their respective operations, are ultimately responsible for all aspects of their designated space and area within the EOC facility, including the employment and management of their respective personnel.

### IV. **PROPERTY, EQUIPMENT, AND SOFTWARE**

- a. COUNTY acknowledges and agrees that the equipment, licenses, and assets ("Assets") as listed in attached **Exhibit C ("Transfer of Property and Rights and Information Technology Transition Plan")** are currently in the possession of the COUNTY and agrees to transfer any and all possessory and user rights in the Assets to SHERIFF upon execution of this Agreement. No consideration is to be paid by SHERIFF for the Assets. COUNTY agrees that SHERIFF may use, trade, surplus, or destroy the Assets as it deems

appropriate in furtherance of fulfilling its official law enforcement and dispatch functions and services, in accordance with this Agreement, County, State, and Federal law.

**V. COST ALLOCATION AND PERSONNEL FUNDING**

- a. Responsibility: The SHERIFF will submit budget requests for appropriate and necessary funding each year as part of the annual County budget process to the Brevard County Board of County Commission for consideration, concerning unified law enforcement and fire rescue dispatch operations, personnel, capital needs, and functions. The COUNTY will provide sufficient funding for the 911 PSAP, law enforcement and fire rescue and emergency medical service/hospital transport dispatch operations, personnel, and functions.
- b. Budget: The fiscal responsibility for budgeting and budget proposals and amendments for the UCC resides solely with the SHERIFF. The fiscal responsibility for budget approval and budget allocation resides solely with the COUNTY.

Supplemental Funding: For the period of this AGREEMENT spanning March 1, 2024, through September 30, 2024, the COUNTY shall provide supplemental reimbursement funding to implement this AGREEMENT and to transition employees, assets and duties to SHERIFF. The purpose of these requested payments is to fund SHERIFF for actual costs and expenses associated with the implementation, consolidation transition, including existing financial considerations and operations of the unified dispatch services that were not requested or reflected in SHERIFF'S Fiscal Year 2023-2024 adopted budget. SHERIFF shall provide COUNTY with accountings of such requests and expenditures necessary to consolidate dispatch service operations. The supplemental payments, including employee compensation and benefits for Brevard County Fire and Medical Rescue Dispatchers, operating expenses and relocation of BCSO information technology equipment in support of the UCC will be based on actual expenditures incurred by SHERIFF and will be billed to COUNTY by invoice for reimbursement each month beginning with March 1, 2024, through September 30, 2024. COUNTY agrees to reimburse SHERIFF for all reasonable and necessary costs incurred by SHERIFF within 30 days of receipt of reimbursement invoice. The County Manager is authorized to approve Budget Adjustments associated to the requests or other required administrative actions to ensure proper funding to the SHERIFF during the UCC transition period.

- c. Payment: The funds for each future fiscal year will be transferred by the Clerk of Courts through the established budget transfer process of the agreed upon



amount determined by the approved budget that is adopted annually by the Brevard County Board of County Commissioners.

- d. Grant Funding: Any grant funding, state or federal reimbursement for extraordinary expenses, and any other non-partner funding received on behalf of the UCC will be used to reduce the overall cost of operations.

## **VI. TERM**

- a. This AGREEMENT shall become effective on its filing with the Clerk of the Circuit Court in and for Brevard County, Florida, irrespective of when signed by all PARTIES, and shall continue in full force and effect through September 30, 2025, and will automatically renew each October 1 thereafter, unless terminated as established herein.
- b. Agreement Implementation: Beginning March 1, 2024, the PARTIES will transition existing COUNTY dispatch employees to SHERIFF employees who will maintain their current operational location and duties as directed by COUNTY. Beginning March 1, 2024, the PARTIES will work to transfer all property listed in **Exhibit C** and described within section IV to SHERIFF without interrupting BCFR or SHERIFF dispatch operational functions. On the date of occupation of the UCC, SHERIFF will assume control of consolidated dispatching direction, duties and responsibilities as set forth within this AGREEMENT. During the transition and implementation period, the County Manager shall be delegated authority to enter into any temporary agreement required to effectuate the efficient and effective transfer of the BCFR dispatch services.

## **VII. TERMINATION**

- a. Due to Breach: In the event that a party breaches this AGREEMENT or is otherwise in default of any obligation or duty, the non-breaching party or non-defaulting party shall provide written notice of such breach or default to the breaching or defaulting party. The breaching or defaulting party shall cure such breach or default within thirty (30) days, or such other period as agreed to by the PARTIES, of receipt of written notice of such breach or default. If the breaching or defaulting party fails to timely cure such breach or default, the non-breaching or non-defaulting party shall be authorized and empowered to serve written notice of the termination of this AGREEMENT whereby the termination will be effective thirty (30) days from the date of the termination notice termination. If any breach is determined to place the SHERIFF in jeopardy of being unable to maintain dispatch services, including access to the Florida Department of Law Enforcement computer terminals and, thus, access to FCIC/NCIC, the COUNTY shall diligently address any concerns. Should the

SHERIFF terminate the AGREEMENT for breach, only the responsibility to provide direct dispatch services for BCFR shall revert back to the COUNTY, along with any associated area of the UCC required to carry out BCFR dispatch activities.

- b. For Convenience of the Parties. Either party may terminate this AGREEMENT for convenience and without cause, without penalty or liability, upon providing the other party with at least one hundred and eighty (180) days' advance written notice of the intent to terminate this AGREEMENT.
- c. Occupation of the UCC. In the event of Termination of this AGREEMENT for any or no cause, COUNTY grants to the SHERIFF continued use of the UCC as described in **Exhibit B** to carry out the duties of dispatching for Brevard County's PSAP. The SHERIFF may not sell, lease, encumber, or otherwise convey the Premises, or any portion thereof, to a third party, however, the SHERIFF may permit other persons and entities to access and carry out activities on the Premises provided it is in furtherance of the SHERIFF's dispatch duties. The COUNTY shall be permitted to access the property to carry out its duties related to the Premises or to carry out any reverted BCFR dispatch responsibilities.

#### **VIII. AMENDMENTS**

This AGREEMENT may be amended only by mutual written agreement signed by the PARTIES and recorded in accordance with Section XVII; however, the Addenda and Exhibits attached to and made part of this AGREEMENT may be amended from time to time by mutual written approval of the County Manager and the SHERIFF.

#### **IX. LIABILITY; SOVEREIGN IMMUNITY; NO THIRD-PARTY BENEFICIARIES**

The PARTIES are state agencies or political subdivisions as defined in section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein shall operate as a waiver of the PARTIES' sovereign immunity pursuant to the Florida Constitution and section 768.28, Florida Statutes. There are no intended third-party beneficiaries to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT.

#### **X. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL**

This AGREEMENT shall be governed and interpreted by, and enforced in accordance with, the laws of the State of Florida. The Parties agree that any action or suit brought to interpret or enforce any provision of this AGREEMENT shall be brought exclusively

in the appropriate state court having venue in Brevard County, Florida. Any trial shall be by non-jury trial.

**XI. NOTIFICATION**

Except as provided herein, any notice, acceptance, request, or approval from any PARTY to the other PARTY shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The PARTIES' representatives for purposes of notification are:

**As to the COUNTY:**

Brevard County Manager's Office  
Attention: County Manager Frank Abbate  
2725 Judge Fran Jamieson Way, Bldg. C  
Viera, Florida 32940

With a copy to:  
County Attorney  
2725 Judge Fran Jamieson Way, Bldg. C  
Viera, Florida 32940

**As to the SHERIFF:**

Wayne Ivey, SHERIFF  
Brevard County Sheriff's Office  
700 Park Avenue  
Titusville, Florida 32780

With a copy to:  
Laura Moody  
Chief Legal Counsel  
Brevard County Sheriff's Office  
340 Gus Hipp Blvd.  
Rockledge, Florida 32955

**XII. ASSIGNMENT OF INTEREST**

No PARTY shall assign or transfer any interest in this AGREEMENT without prior written consent of the other PARTY.

**XIII. SEVERABILITY**

To the extent any provision of this AGREEMENT shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted

from this AGREEMENT, and the validity and enforceability of the remainder of such provision and of this AGREEMENT shall be unaffected, unless to do so would clearly violate the present legal and valid intention of the parties.

#### **XIV. FORCE MAJEURE**

The SHERIFF shall not be responsible to COUNTY for nonperformance or delay in performance of the terms or conditions of this AGREEMENT due to acts of God, acts of governments, war, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of the SHERIFF.

#### **XV. PUBLIC RECORDS**

Pursuant to Section 119.0701, Florida Statutes, both the SHERIFF and COUNTY are subject to the Florida Public Records law.

All requests for public records relating to this AGREEMENT or the operations of the UCC shall be submitted to the SHERIFF. The SHERIFF shall provide a courtesy notification of the Public Records Request. If the SHERIFF does not possess the requested records, the SHERIFF shall contact the COUNTY to determine whether any responsive records exist within the COUNTY.

Public Record Requests relating to this AGREEMENT and dispatch records received by the COUNTY shall be turned over to the SHERIFF for response.

The PARTIES acknowledge that many of their communications and documentation pertaining to this AGREEMENT may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this AGREEMENT, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

#### **XVI. PREVIOUS AGREEMENTS SUPERSEDED**

This AGREEMENT, and all exhibits attached hereto, constitute the entire Agreement between the parties and supersede all prior offers, negotiations and agreements.

#### **XVII. AGREEMENT TO BE RECORDED**

In accordance with the provisions of Section 163.01(11), Florida Statutes, an original of this AGREEMENT shall be filed by the COUNTY with the Clerk of the Circuit Court

in and for Brevard County, Florida. The COUNTY shall be responsible for the cost to record this AGREEMENT and shall provide a copy of the AGREEMENT with recordation information to the SHERIFF.

#### **XVIII. JOINT PREPARATION**

This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either Party.

#### **XIX. HIPAA COMPLIANCE**

The PARTIES expressly understand that their employees and agents may have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 D.F.R. Parts 160, 162, and 164 and related regulations. Both PARTIES shall fully protect individually identifiable health information as required by Health Insurance Portability and Accountability Act of 1996 (Hereinafter known as "HIPAA") and, if necessary, under HIPAA or related laws, SHERIFF shall execute a Business Associate Agreement in a form agreed to by the PARTIES for purposes of complying with HIPAA. Where required, the SHERIFF shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws provide all relevant notices on use of PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. SHERIFF shall ensure that the requirements of this section are included in all agreements with any Subcontractors providing services under this Agreement.

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THE NEXT PAGE IS THE SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties have entered into this AGREEMENT on the date set forth above.

BREVARD COUNTY SHERIFF'S  
OFFICE:

By: \_\_\_\_\_  
Wayne Ivey  
Sheriff of Brevard County

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Laura Moody, Chief Legal Counsel

Dated: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY  
COMMISSIONERS BREVARD  
COUNTY, FLORIDA

\_\_\_\_\_  
Rachel Sadoff, Clerk to the Board

By: \_\_\_\_\_  
Jason Steele, Chairperson

As approved by the Board on: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
L. Rebecca Behl-Hill, Assistant County Attorney

# EXHIBIT A

## 9.5 BREVARD COUNTY 9-1-1 Plan

### 9.5.1 SYSTEM SUMMARY

Brevard County has a NG 9-1-1 System consisting of ten (10) Primary Public Safety Answering Points (PSAPs) and one (1) Secondary PSAP as follows:

#### 9.5.1.2 BREVARD COUNTY SHERIFF'S OFFICE PRIMARY PSAP

The Brevard County Sheriff's Office Primary PSAP is located in Titusville. Direct Dispatching is accomplished at this PSAP for all law enforcement calls within unincorporated Brevard County, the City of Cape Canaveral, City of West Melbourne, the Town of Grant-Valkaria, Town of Malabar, Town of Melbourne Beach, Town of Melbourne Village and the Town of Palm Shores. Calls for fire and rescue emergencies are transferred to the Brevard County Fire Rescue Department, Cocoa Police Department, Cocoa Beach Police Department, Indian Ocean Police Department, Indian Harbour Beach Police Department, Melbourne Police Department, Satellite Beach Police Department, and the Titusville Police Department. Calls requiring emergency medical service/hospital transport are relayed or transferred by telephone to the Brevard County Fire Rescue Department.

##### Brevard County Sheriff's Office Primary PSAP

Location	700 S. Park Ave, Titusville, FL 32780
Number of Answering Positions	12
Type of Answering Position	Call Taker/Dispatcher
Total Staff	44 + 1 Part-Time
TDD	12 Integrated (plus 1 acoustic coupler spare)
Number of Logging Recorders	1
Number of Instant Playback Recorders	12
Call Answering Equipment	Computer Telephone Interface (CTI)
Incoming 9-1-1 Trunks	18



Brevard County Sheriff's Office Primary PSAP Call Handling

AGENCY	METHOD	VEHICLE
Sheriff's Department	Direct Dispatch	Radio
Cape Canaveral Law Enforcement	Direct Dispatch	Radio
Melbourne Village Law Enforcement	Direct Dispatch	Radio
Palm Shores Law Enforcement	Direct Dispatch	Radio
West Melbourne Law Enforcement	Direct Dispatch	Radio
All Brevard County Law Enforcement Agencies	Direct Dispatch/Fixed Transfer	Radio/Telephone
Brevard County Fire/Rescue	Fixed Transfer	Telephone
All Municipal Fire/Rescue	Fixed Transfer	Telephone
Brevard County Emergency Medical Services	Fixed Transfer	Telephone
Florida Highway Patrol	Fixed Transfer	Telephone
Brevard County Emergency Mgmt.	Call Transfer	Telephone
Patrick Air Force Base - 9-1-1	Fixed Transfer	Telephone
Patrick Air Force Base - Fire	Fixed Transfer	Telephone
Patrick Air Force Base - Ambulance	Fixed Transfer	Telephone
Kennedy Space Center - 9-1-1	Fixed Transfer	Telephone
Kennedy Space Center - Fire	Fixed Transfer	Telephone
Kennedy Space Center - Ambulance	Fixed Transfer	Telephone
Cape Canaveral Air Force Station, Fire, Ambulance	Fixed Transfer	Telephone
U.S. Coast Guard	Fixed Transfer	Telephone
Florida Marine Patrol	Fixed Transfer	Telephone

#### 9.5.1.3 COCOA POLICE DEPARTMENT PRIMARY PSAP

The City of Cocoa has a Primary PSAP located at the Cocoa Police Department, which directly dispatches all law enforcement calls and calls for fire. Calls for rescue, and hospital transport are transferred to the Brevard County Fire/Rescue.

##### Cocoa Police Department Primary PSAP

Location	1226 W. King St, Cocoa, FL 32922
Number of Answering Positions	7
Type of Answering Position	Call Taker/Dispatcher
Total Staff	15
TDD	7 Integrated (plus 1 acoustic coupler spare)
Number of Logging Recorders	1
Number of Instant Playback Recorders	7
Call Answering Equipment	Computer Telephone Interface (CTI)
Incoming 9-1-1 Trunks	7

##### Cocoa Police Department Primary Call Handling

AGENCY	METHOD	VEHICLE
City of Cocoa Police	Direct Dispatch	Radio
City of Cocoa Fire/Rescue	Direct Dispatch	Radio
All Brevard County Law Enforcement Agencies	Direct Dispatch/Fixed Transfer	Radio/Telephone
All Ambulance Services	Fixed Transfer	Telephone
Florida Highway Patrol	Fixed Transfer	Telephone

#### 9.5.1.4 COCOA BEACH POLICE DEPARTMENT PRIMARY PSAP

The City of Cocoa Beach has a Primary PSAP located at the Cocoa Beach Police Department, which directly dispatches all law enforcement calls and calls for fire. Calls for rescue, and hospital transport are transferred to the Brevard County Fire/Rescue.

##### Cocoa Beach Police Department Primary PSAP

Location	20 S. Orlando Ave, Cocoa Beach, FL 32931
Number of Answering Positions	4
Type of Answering Position	Call Taker/Dispatcher
Total Staff	11 + 2 Part-Time
TDD	4 Integrated (plus 1 acoustic coupler spare)
Number of Logging Recorders	1
Number of Instant Playback Recorders	4
Call Answering Equipment	Computer Telephone Interface (CTI)
Incoming 9-1-1 Trunks	6

##### Cocoa Beach Police Department Primary Call Handling

AGENCY	METHOD	VEHICLE
City of Cocoa Beach Police	Direct Dispatch	Radio
City of Cocoa Beach Fire/Rescue	Direct Dispatch	Radio
All Brevard County Law Enforcement Agencies	Direct Dispatch/Fixed Transfer	Radio/Telephone
All Ambulance Service	Fixed Transfer	Telephone
Florida Highway Patrol	Fixed Transfer	Telephone

#### 9.5.1.5 INDIALANTIC POLICE DEPARTMENT PRIMARY PSAP

The Town of Indialantic has a Primary PSAP located at the Indialantic Police Department, which directly dispatches all law enforcement calls and calls for fire, also fire calls for the Town of Melbourne Beach. Calls for rescue, and hospital transport are transferred to the Brevard County Fire/Rescue.

##### Indialantic Police Department Primary PSAP

Location	216 Fifth Ave, Indialantic, FL 32903
Number of Answering Positions	2
Type of Answering Position	Call Taker/Dispatcher
Total Staff	4 + 4 Part-Time
TDD	2 Integrated (plus 1 acoustic coupler spare)
Number of Logging Recorders	1
Number of Instant Playback Recorders	2
Call Answering Equipment	Computer Telephone Interface (CTI)
Incoming 9-1-1 Trunks	6

##### Indialantic Police Department Primary Call Handling

AGENCY	METHOD	VEHICLE
City of Indialantic Police	Direct Dispatch	Radio
City of Indialantic Fire/Rescue	Direct Dispatch	Radio
Town of Melbourne Beach Fire/Rescue	Direct Dispatch	Radio
All Brevard County Law Enforcement Agencies	Direct Dispatch/Fixed Transfer	Radio/Telephone
Florida Highway Patrol	Fixed Transfer	Telephone

#### 9.5.1.6 INDIAN HARBOUR BEACH POLICE DEPARTMENT PRIMARY PSAP

The City of Indian Harbour Beach has a Primary PSAP located at the Indian Harbour Beach Police Department, which directly dispatches all law enforcement calls and calls for fire. Calls for rescue, and hospital transport are transferred to the Brevard County Fire/Rescue.

##### Indian Harbour Beach Police Department Primary PSAP

Location	40 Cheyenne Ct, Indian Harbour Beach, FL 32937
Number of Answering Positions	2
Type of Answering Position	Call Taker/Dispatcher
Total Staff	7
TDD	2 Integrated (plus 1 acoustic coupler spare)
Number of Logging Recorders	1
Number of Instant Playback Recorders	2
Call Answering Equipment	Computer Telephone Interface (CTI)
Incoming 9-1-1 Trunks	8

##### Indian Harbour Beach Police Department Primary Call Handling

AGENCY	METHOD	VEHICLE
City of Indian Harbour Beach Police	Direct Dispatch	Radio
City of Indian Harbour Beach Fire Department	Direct Dispatch	Radio
All Brevard County Law Enforcement Agencies	Direct Dispatch/Fixed Transfer	Radio/Telephone
All Ambulance Service	Fixed Transfer	Telephone
Florida Highway Patrol	Fixed Transfer	Telephone

#### 9.5.1.7 MELBOURNE POLICE DEPARTMENT PRIMARY PSAP

The City of Melbourne has a Primary PSAP located at the Melbourne Police Department, which directly dispatches all law enforcement calls and calls for fire. Calls for rescue, and hospital transport are transferred to the Brevard County Fire/Rescue.

##### Melbourne Police Department Primary PSAP

Location	701 S. Babcock St, Melbourne, FL 32901
Number of Answering Positions	8
Type of Answering Position	Call Taker/Dispatcher
Total Staff	32
TDD	8 integrated (plus 1 acoustic coupler spare)
Number of Logging Recorders	1
Number of Instant Playback Recorders	8
Call Answering Equipment	Computer Telephone Interface (CTI)
Incoming 9-1-1 Trunks	12

##### Melbourne Police Department Primary Call Handling

AGENCY	METHOD	VEHICLE
City of Melbourne Police	Direct Dispatch	Radio
City of Melbourne Fire/Rescue	Direct Dispatch	Radio
All Brevard County Law Enforcement Agencies	Direct Dispatch/Fixed Transfer	Radio/Telephone
All Ambulance Service	Fixed Transfer	Telephone
Florida Highway Patrol	Fixed Transfer	Telephone

#### 9.5.1.8 PALM BAY POLICE DEPARTMENT PRIMARY PSAP

The City of Palm Bay has a Primary PSAP located at the Palm Bay Police Department, which directly dispatches all law enforcement calls. Calls for fire, rescue, and hospital transport are transferred to the Brevard County Fire/Rescue.

##### Palm Bay Police Department Primary PSAP

Location	130 Malabar Rd SE, Palm Bay, FL 32907
Number of Answering Positions	9
Type of Answering Position	Call Taker/Dispatcher
Total Staff	33
TDD	9 integrated (plus 1 acoustic coupler spare)
Number of Logging Recorders	1
Number of Instant Playback Recorders	9
Call Answering Equipment	Computer Telephone Interface (CTI)
Incoming 9-1-1 Trunks	12

##### Palm Bay Police Department Primary Call Handling

AGENCY	METHOD	VEHICLE
City of Palm Bay Police	Direct Dispatch	Radio
City of Palm Bay Fire/Rescue	Fixed Transfer	Telephone
All Brevard County Law Enforcement Agencies	Direct Dispatch/Fixed Transfer	Radio/Telephone
All Ambulance Service	Fixed Transfer	Telephone
Florida Highway Patrol	Fixed Transfer	Telephone

#### 9.5.1.9 ROCKLEDGE POLICE DEPARTMENT PRIMARY PSAP

The City of Rockledge has a Primary PSAP located at the Rockledge Police Department, which directly dispatches all law enforcement calls. Calls for fire, rescue and hospital transport are transferred to the Brevard County Fire/Rescue.

##### Rockledge Police Department Primary PSAP

Location	1776 Jack Oates Blvd, Rockledge, FL 32955
Number of Answering Positions	4
Type of Answering Position	Call Taker/Dispatcher
Total Staff	12 + 1 Part-Time
TDD	4 integrated (plus 1 acoustic coupler spare)
Number of Logging Recorders	1
Number of Instant Playback Recorders	4
Call Answering Equipment	Computer Telephone Interface (CTI)
Incoming 9-1-1 Trunks	7

##### Rockledge Police Department Primary Call Handling

AGENCY	METHOD	VEHICLE
City of Rockledge Police	Direct Dispatch	Radio
City of Rockledge Fire/Rescue	Fixed Transfer	Telephone
All Brevard County Law Enforcement Agencies	Direct Dispatch/Fixed Transfer	Radio/Telephone
All Ambulance Service	Fixed Transfer	Telephone
Florida Highway Patrol	Fixed Transfer	Telephone



#### 9.5.1.10 SATELLITE BEACH POLICE DEPARTMENT PRIMARY PSAP

The City of Satellite Beach has a Primary PSAP located at the Satellite Beach Police Department, which directly dispatches all law enforcement calls and calls for fire. Calls for rescue, and hospital transport are transferred to the Brevard County Fire/Rescue.

##### Satellite Beach Police Department Primary PSAP

Location	510 Cinnamon Dr, Satellite Beach, FL 32937
Number of Answering Positions	2
Type of Answering Position	Call Taker/Dispatcher
Total Staff	6 + 3 Part-Time
TDD	2 integrated (plus 1 acoustic coupler spare)
Number of Logging Recorders	1
Number of Instant Playback Recorders	2
Call Answering Equipment	Computer Telephone Interface (CTI)
Incoming 9-1-1 Trunks	7

##### Satellite Beach Police Department Primary Call Handling

AGENCY	METHOD	VEHICLE
City of Satellite Beach Police	Direct Dispatch	Radio
City of Satellite Beach Fire/Rescue	Direct Dispatch	Radio
All Brevard County Law Enforcement Agencies	Direct Dispatch/Fixed Transfer	Radio/Telephone
All Ambulance Service	Fixed Transfer	Telephone
Florida Highway Patrol	Fixed Transfer	Telephone

#### 9.5.1.11 TITUSVILLE POLICE DEPARTMENT PRIMARY PSAP

The City of Titusville has a Primary PSAP located at the Titusville Police Department, which directly dispatches all law enforcement calls and calls for fire. Calls for rescue, and hospital transport are transferred to the Brevard County Fire/Rescue.

##### Titusville Police Department Primary PSAP

Location	1100 John Glenn Blvd, Titusville, FL 32780
Number of Answering Positions	9
Type of Answering Position	Call Taker/Dispatcher
Total Staff	23 + 6 Part-Time
TDD	9 integrated (plus 1 acoustic coupler spare)
Number of Logging Recorders	1
Number of Instant Playback Recorders	9
Call Answering Equipment	Computer Telephone Interface (CTI)
Incoming 9-1-1 Trunks	8

##### Titusville Police Department Primary PSAP Call Handling

AGENCY	METHOD	VEHICLE
City of Titusville Police	Direct Dispatch	Radio
City of Titusville Fire/Rescue	Direct Dispatch	Radio
All Brevard County Law Enforcement Agencies	Direct Dispatch/Fixed Transfer	Radio/Telephone
All Ambulance Services	Fixed Transfer	Telephone
Florida Highway Patrol	Fixed Transfer	Telephone

#### 9.5.1.12 BREVARD COUNTY FIRE RESCUE SECONDARY PSAP

The Brevard County Fire/Rescue Department has a secondary PSAP, located in Rockledge. All calls for Fire/Rescue service for the unincorporated areas of Brevard County, the City of Cape Canaveral, City of West Melbourne, the Town of Grant-Valkaria, Town of Malabar, Town of Melbourne Village and the Town of Palm Shores are direct dispatched. Calls for ambulance or hospital transport are handled by Brevard County Fire Rescue direct dispatch or call relayed/transfer.

##### Brevard County Fire/Rescue Secondary PSAP

Location	1746 Cedar St, Rockledge, FL 32955
Number of Answering Positions	7
Type of Answering Position	Call Taker/Dispatcher
Total Staff	26
TDD	7 Integrated (plus 1 acoustic coupler spare)
Number of Logging Recorders	1
Number of Instant Playback Recorders	7
Call Answering Equipment	Computer Telephone Interface (CTI)
Incoming 9-1-1 Trunks	11

##### Brevard County Fire/Rescue Secondary PSAP Call Handling

AGENCY	METHOD	VEHICLE
Brevard County Fire/Rescue	Direct Dispatch	Radio
Brevard County Emergency Medical Services	Direct Dispatch	Radio
Cape Canaveral Fire	Direct Dispatch	Radio
City of Rockledge Fire/Rescue	Direct Dispatch	Radio
City of Palm Bay Fire/Rescue	Direct Dispatch	Radio
Coastal Ambulance Service	Direct Dispatch	Radio
All Hospitals	Call Relay	Telephone/Radio
Crisis Line	Call Relay	Telephone
Poison Control	Call Relay	Telephone

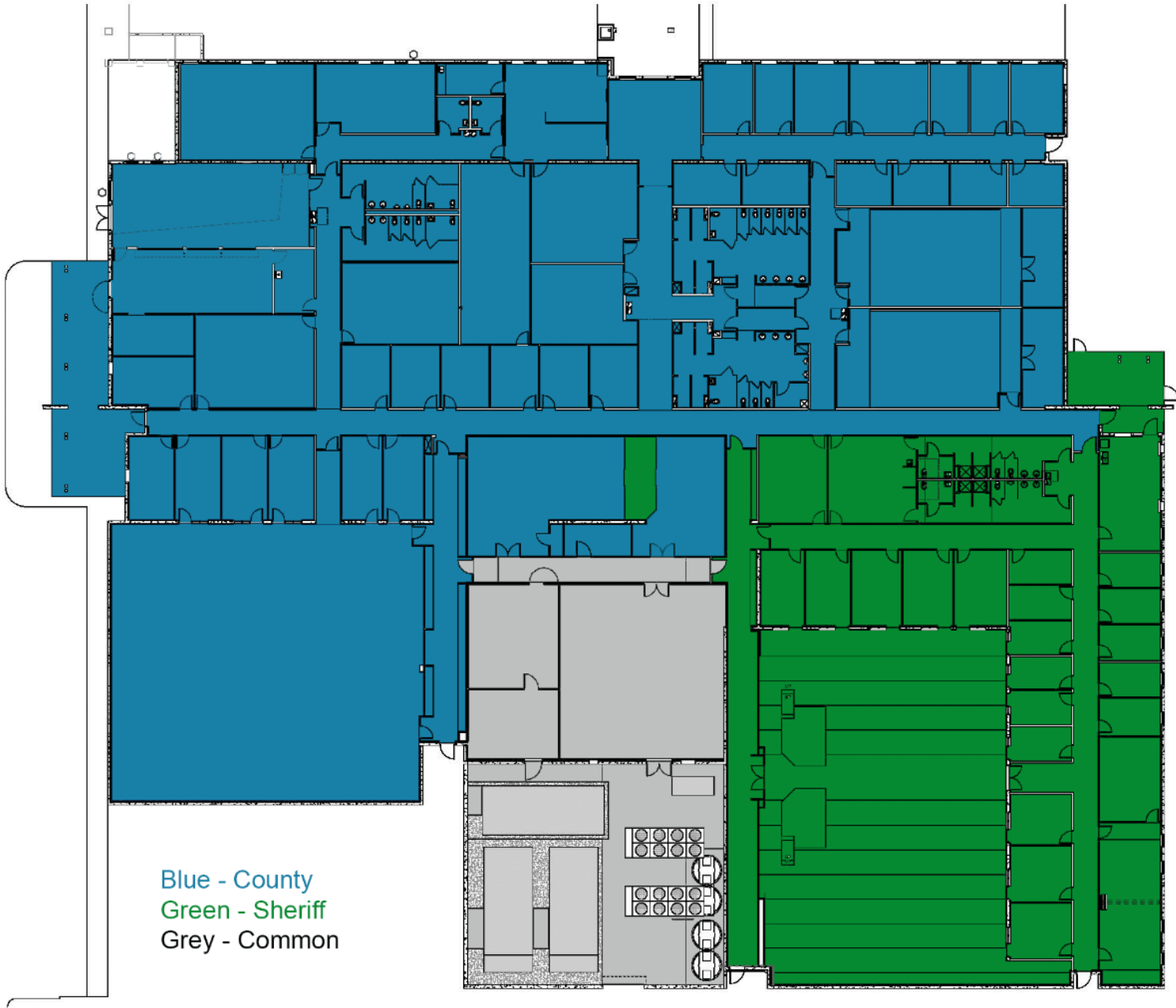
#### 9.5.2 SYSTEM MANAGEMENT

The Brevard County 9-1-1 System is a section of the E9-1-1 Administration Office under the Department of Emergency Management. The Administrative Office is managed by the 9-1-1 Systems Manager. The responsible fiscal agent is the Board of County Commissioners. Countywide PSAP Managers meet regularly and recommend operating procedures to the 9-1-1 Systems Manager. Operating procedures are provided to agencies periodically for their input and comment. Each PSAP is managed by the operating agency hosting their jurisdictional communications center.

#### 9.5.3 INTERLOCAL AGREEMENTS

Brevard County utilizes selective routing to eliminate central office overlaps with adjoining counties. Therefore, there is no specific requirement for an inter-local agreement.

# EXHIBIT B



## **Exhibit C**

### **Property and Rights Transfer and Information Technology Transition Plan**

a. Property to be Transferred to the UCC and placed on BCSO Inventory:

PR#	Serial	Decription	Model	Site	Location
0182392	G8YV5B1	UPS Rack	Power Edge 4210	EOC	server rm
0186625	4BKHXW1	Laptop Computer	Dell M6700	EOC	TBD
0187348	J7G4M12	Laptop Computer	Dell M6800	EOC	Dispatch
0188653	DWLHQD2	Computer	Dell T3620	EOC	Dispatch
0188918	0998424867	Dispatch Console	Symphony	EOC	BCFR1
0188919	0998424927	Dispatch Console	Symphony	EOC	BCFR 6
0188920	0998424882	Dispatch Console	Symphony	EOC	BCFR 3
0188921	0998424935	Dispatch Console	Symphony	EOC	BCFR 5
0188922	0998424862	Dispatch Console	Symphony	EOC	BCFR 4
0188923	0998424888	Dispatch Console	Symphony	EOC	BCFR 7
0188924	0998424876	Dispatch Console	Symphony	EOC	BCFR 2
0200477	70RR5Y2	Laptop Computer	Dell Latitude 5500	EOC	Sue
0290338	GE 203A0263	UPS battery Backup	Powerware 9130	EOC	Hall
0290339	126500930	UPS Battery Backup	Toshiba 1600 SKVA	EOC	Hall
0312714	2S6215C174	Sans Storage	HP P2000 G3	EOC	server rm
0313852	FOX2146P095	Server Blade	Cisco 25108 Mini	EOC	SVR Room
0313853	FHFGD176200 0161	Storage Unit	FAS 2650 Net App	EOC	SVR Room
0313855	FOC2147ROO G	Network Switch	Cisco Nexus 3048	EOC	SVR Room
0313856	FOC2146RIBB	Network Switch	Cisco Nexus 3048	EOC	SVR Room
2024040	729034	VHF Mobile Radio 50W	DMH 5992R	EOC	Dispatch
2025013	A4011E047846	Mobile Radio	Harris M7300	EOC	Comm 1
2025276	A40153006118	Base Station	Harris XG-25M	EOC	Page 80
2025277	A40153006096	Base Station	Harris XG-25M	EOC	Page 20
2025279	A40153006099	Base Station	Harris XG-25M	EOC	Page 40
2025335	A40153007486	Base Station	Harris XG-25M	EOC	Paging SP1
2042689	9020365	P7170 Portable Radio	Jaguar 800 MHZ	EOC	Dispatch
2043324	9153794	P7170 Portable Radio	Jaguar 800 MHZ	EOC	Disp 15P
2050657	02021076	Encoder Zetron 109	Encoder Zetron 109	EOC	Dispatch B

2070751	78010000	Electronic Surge Protector	Electronic Surge Protecto	EOC	EOC outside
2070958	0568-084	Zetron Call Panel	Zetron Call Panel	EOC	Dispatch B
2071659	00991	Spectracom GPS Net Clock	Spectracom GPS Net Clock	EOC	Dispatch
2071765	H411450011	Antenna Combiner	Spectra	EOC	IT Room
2080315	9816799	UHF Base Station	M7100 50W	EOC	Hallway
2080467	A4011E060417	Base Station	Harris M7300	EOC	BCFR D5
2080468	A4011E060419	Base Station	Harris M7300	EOC	BCFR D7
2080469	A4011E060420	Base Station	Harris M7300	EOC	BCFR D2
2080470	A4011E060416	Base Station	Harris M7300	EOC	BCFR D4
2080471	A4011E060286	Base Station	Harris M7300	EOC	BCFR D3
2080472	A4011E060444	Base Station	Harris M7300	EOC	BCFR D1
2080473	A4011E060443	Base Station	Harris M7300	EOC	BCFR D6

- b. Communications Center Assets: The COUNTY agrees to transfer assignment of the following inventory to BCSO's inventory and to furnish the UCC by transferring the following property to the UCC upon consolidation and relocation:
- i. Computers, keyboards, monitors, mice for dispatch center consoles
  - ii. Any and all cell phones currently assigned to dispatch operations
  - iii. Headsets, wired and/or wireless
  - iv. Tablets
  - v. Telephones, wired and/or wireless
  - vi. Printers, including shared and/or desktop
  - vii. Television monitors
  - viii. Work station chairs
  - ix. Recliner Chairs
- c. Computer-aided Dispatch System: The COUNTY agrees to relinquish all computer-aided dispatch ("CAD") licenses to SHERIFF. The SHERIFF agrees to pay the costs associated with the maintenance and support of the system as required to fulfill communication operations. The COUNTY agrees to support the CAD system and UCC operations with proper funding to SHERIFF for necessary expenditures as requested during each budget cycle. Additionally, the SHERIFF shall maintain the current access to the Florida Department of Law Enforcement ("FDLE") network for law enforcement dispatch operations utilizing the SHERIFF's Criminal Justice Originating Agency Identifier ("ORI") and be responsible for the network used for law enforcement and fire rescue dispatch operations. As a necessary extension of the physical and logical network topology between the SHERIFF and the COUNTY, it will be the joint responsibility of the PARTIES to maintain the Microsoft Domain Trust.

- d. CAD Licenses: Ownership of all currently-owned law enforcement and fire rescue related CAD licenses (including law enforcement and fire rescue related mobile licenses and law enforcement and fire rescue related dispatch workstation licenses) will be transferred to the ownership of the SHERIFF. If the SHERIFF causes additional CAD licenses, including for non-emergency call-taking functions pursuant this AGREEMENT, to be purchased, those additional licenses will be purchased by the SHERIFF through available funding or as requested by the SHERIFF from the COUNTY during each budget cycle. The COUNTY will take appropriate action necessary to enable the transfer of the ownership of existing licenses to the SHERIFF.
- i. Access pending transfer: The PARTIES recognize that the transfer of ownership of these licenses to the SHERIFF requires the action of the CAD vendor and that the COUNTY cannot itself affect this transfer. Accordingly, the SHERIFF and the COUNTY agree that until such time as the CAD vendor affects the transfer of ownership of said licenses to the SHERIFF, the COUNTY will ensure the SHERIFF has continued access to and use of the CAD licenses necessary to carry out the duties of the SHERIFF under this AGREEMENT and to operate any mobile data terminals requiring use of a license consistent with the existing status quo.
  - ii. Costs: The COUNTY will be responsible for payment of any costs from the CAD vendor necessary to affect this transfer of ownership of CAD licenses and for all costs directly related to fire rescue dispatch beginning on or before March 1, 2024. Thereafter, costs for these licenses will be submitted to the COUNTY as part of the annual budget request by the SHERIFF to the COUNTY.
  - iii. Existing Equipment and Licenses: Ownership of all law enforcement and fire rescue related dispatch equipment, identified below in **Section e.**, that comprises fire rescue specific software, CAD computer hardware, CAD monitors, CAD input devices, console workstation furniture and attached cabinetry, uninterruptible power supplies ("UPS"), all necessary cabling, and law enforcement dispatch networks, county network computers utilized for dispatch services; but excluding county-owned radio equipment utilized by COUNTY responders, and 911 telephony and mapping computer equipment; will be transferred from the COUNTY to the SHERIFF on or before SHERIFF'S occupation of the UCC, and will thereafter be the property of the SHERIFF for use in the UCC until replaced or substituted.



- iv. Necessary CAD system developments and upgrades, both essential and preferred, will be determined and acted upon by the COUNTY at the request of the SHERIFF.
  - v. It will be the responsibility of each PARTY to address isolated technical issues unique to their respective operation, utilizing their dedicated Information Technology ("IT") team, including the independent notification of the CAD vendor for necessary technical support. For technical issues that prove to be systemwide and simultaneously experienced by both PARTIES, it will be the shared responsibility of the PARTIES to respond in a timely manner to initial and follow-up notifications to collaborate in effort to resolve the issue. The SHERIFF's IT staff will be responsible for the support of IT needs at the UCC.
- e. Software: BCFR uses Application Programming Interfaces (API) for support, emergency response, reporting, and notifications. Expenses for API service shall be the sole responsibility of the COUNTY.
- f. Access: Access to the EOC/UCC premises will be provided to the SHERIFF as necessary for the installation and maintenance of equipment that serves a clear and essential role for UCC operations. The SHERIFF may restrict access to the UCC premises dedicated to the SHERIFF's UCC operations pursuant to FDLE or Criminal Justice Information Systems ("CJIS") security requirements. The SHERIFF may access, install physical security access equipment and access policies and procedures in the EOC/UCC premises and shall provide notice to the COUNTY. This does not preclude the ability for CJIS approved BCFR personnel unescorted access to the UCC as long as such access does not interfere with UCC operations. Such access is encouraged to foster the partnership relationship, morale and public service team bond.