




THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

Received

JAN 20 2021

City of Fort Pierce
City Manager's Office

TO: ROBERT RIDLE, DEPUTY CHIEF
FROM: Pete Sweeney, City Attorney 
RE: Interlocal Agreement – CAD, RMS & MCT/MFR System Shared Network
RLS #: 21-05
DATE: January 20, 2021

I have performed a review of the Request for Legal Services related to the proposed Interlocal Agreement ("ILA") regarding the CAD, RMS and MCT/MFR system shared network (Motorola). I have reviewed both the hard copy, as well as an updated copy provided by email on Friday, January 15, 2021 from Deputy Chief Robert Ridle. The ILA is approved as to Form and Correctness and I have signed in the appropriate signature spaces.

Should you have any questions, please don't hesitate to contact the City Attorney's Office via phone or email.

Thank you,

PS/mm

cc: Nicholas C. Mimms, P.E., City Manager
Diane hObley-Burney, Chief of Police
Linda Cox, City Clerk

ncf

**INTERLOCAL AGREEMENT
CAD, RMS, & MCT/MFR SYSTEM
SHARED NETWORK**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2013, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County"), the **ST. LUCIE COUNTY SHERIFF** (the "Sheriff"); the **CITY OF FORT PIERCE**, ("Fort Pierce"), and the **CITY OF PORT ST. LUCIE**, ("Port St. Lucie").

WHEREAS, the parties are implementing a new Computer Aided Dispatch ("~~CAD~~"), Report Management System, and Mobile Computer Terminal/Mobile Field Reporting ("CAD, RMS, & MCT/MFR") system which will consolidate and centralize the CAD, RMS & MCT/MFR system in order to better serve the residents of County and the Cities; and a shared network solution is needed

WHEREAS, the parties have determined a shared network solution is needed for the implementation of the CAD, RMS & MCT/MFR System Shared Network; and,

WHEREAS, the County has entered into an Agreement with ~~AT&T for Metro E services~~ Motorola Solutions, (the "~~AT&T Motorola Agreement~~") whereby ~~AT&T Motorola Solutions~~ will provide and install a ~~Metro E service~~ their Premier One Cloud-Based CAD, RMS, & MCT/MFR System for the use by, the Sheriff, Fort Pierce and Port St. Lucie (collectively the "Public Safety Agencies") ~~for a lump sum amount for \$4,000,000.00 amortized over a five (5) years; and~~

WHEREAS, each Public Safety Agency agrees to pay the County for the Agency's annual share of the costs of the new CAD, RMS & MCT/MFR System Shared Network ~~System Shared Network~~ as identified in Exhibit "1".

NOW, THEREFORE, the parties hereby agree and covenant on the terms and conditions hereinafter stated:

1. **GENERAL.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

2. **COUNTY.** The County shall be responsible for contract administration of all aspects of the construction and installation of the new CAD, RMS & MCT/MFR System Shared Network ~~System Shared Network~~ which utilizes the ~~AT&T Metro E services~~.

3. **PUBLIC SAFETY AGENCIES.** Each Public Safety Agency agrees to pay the County the Agency's share of the CAD, RMS & MCT/MFR System Shared Network ~~System Shared Network~~ annually within thirty (30) days of receipt of an invoice from the County. The initial annual payment amounts are as set out in the attached Exhibit "1" ~~and include an encryption device~~. Beginning with Fiscal Year ~~2012-13~~ 2021-2022, the County shall notify each Agency of its annual payment amount on or before October 1st. The annual payment amount shall be based upon each Agency's pro rata usage of the system as reviewed and approved by the CAD, RMS & MCT/MFR System Shared Network Technical Oversight Committee as herein provided. This shared ~~expense~~ cost shall cover the provision of

infrastructure, equipment and maintenance of the ~~OSSI CAD System Shared Network~~ Motorola Solutions, Premier One, CAD, RMS & MCT/MFR System Shared Network.

In addition to the shared ~~circuit~~ cost described above, Port St. Lucie agrees to assume all responsibility and cost for the 100 meg Metro E circuit located at the City Administration Building located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida, including any and all charges related to the installation, tariffs or special installation charges, for the entire term of this Agreement subject to all termination and renewal obligations set forth in the agreement between AT&T and St. Lucie County. Port St. Lucie shall be solely responsible for this circuit in addition to its shared cost for the above described shared network.

4. **CAD TECHNICAL OVERSIGHT COMMITTEE.** The CAD Technical Oversight Committee shall be composed of the St. Lucie County Public Safety and Communications and Information Technology Director or designee, St. Lucie County Fire District Chief or designee, St. Lucie County Sheriff or designee, Fort Pierce Police Chief or designee, and Port St. Lucie Police Chief or designee. The Committee shall meet annually on or before July 1st to review the use of the CAD, RMS & MCT/MFR System Shared Network ~~System Shared Network~~ use by the parties and ~~set the amount of the annual payments by each party based upon the percentage of that party's usage of the system.~~ The St. Lucie County Public Safety and Communications Director or designee shall serve as chair of the Committee. The Committee shall elect a vice chairman from its members for the purpose of presiding over meetings in the absence of the Chairman. In addition to the annual meeting, the Committee may hold such other meetings as it may deem necessary.

5. **CAD, RMS & MCT/MFR SYSTEM SHARED NETWORK ~~SHARED NETWORK~~ MAINTENANCE.** In order to maintain the integrity of the CAD, RMS & MCT/MFR System Shared Network as a whole, the parties agree that it is critical to have all of the CAD, RMS & MCT/MFR System Shared Network ~~System Shared Network~~ components maintained to consistent and uniform standards.

6. **~~VISIO LICENSES.~~** ~~The parties acknowledge and agree that the County has entered into an agreement with Microsoft for two hundred forty (240) Visio licenses. The County agrees to allocate eighty-six (86) of the Visio licenses for the Fort Pierce Police Department and one hundred fifty (150) Visio licenses for the Port St. Lucie Police Department to be used for their respective mobile communication terminals within the OSSI CAD. The County will reserve the remaining four (4) Visio licenses for the OSSI services. The Cities agree to be responsible for any and all fees or other charges for any additional licenses above those described herein. The County will invoice each City on or before December 1st for any such overages which may have occurred during the previous fiscal year (October 1 – September 30). The parties acknowledge and agree that the Fire District and the Sheriff have chosen not to use the Visio licenses.~~

6. **TERM; TERMINATION.** This agreement shall be effective on the date it is recorded in the public records of St. Lucie County, Florida, and shall remain in effect through and including September 30, 2028~~7~~, unless terminated as herein provided. Upon prior written mutual agreement of the parties, the term may extended for additional five (5) year periods. This agreement may only be terminated by mutual agreement of the parties. Notwithstanding anything to the contrary herein, the Sheriff, Fort Pierce and/or Port St. Lucie may choose to opt out of this agreement effective October 1 of any fiscal year upon providing a minimum of ~~four (4)~~ six (6) months prior written notice delivered to the other parties.

7. **NOTICE.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to County:

With copies to:

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St. Lucie County Administrator
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

St. Lucie County Public Safety &
Communications Director
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If to Sheriff:

St. Lucie County Sheriff
4700 West Midway Road
Fort Pierce, Florida 34950

As If to Fort Pierce:

City Manager
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

With a Copy to:

City Attorney
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

If to Port St. Lucie:

City Manager
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With a copy to:

City Attorney
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreement between the parties with respect hereto. This Agreement may only be amended by a written document, properly authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

9. **FILING.** This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

Deputy Clerk

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

County Attorney

ATTEST:

Deputy Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
City Attorney

ATTEST:

Deputy Clerk

CITY OF PORT ST. LUCIE

BY: _____
Mayor

DATE: _____

APPROVED AS TO FORM AND

CORRECTNESS:

BY: _____
City Attorney

WITNESSES:

ST. LUCIE COUNTY SHERIFF

BY: _____
Ken Mascara

DATE: _____

DRAFT



CITY ATTORNEY USE ONLY

Date Received:	
Assigned To:	
File:	21-5
Due Date:	
Hours:	

RECEIVED
 JAN 15 2021
 City Attorney

Received

JAN 13 2021

City of Fort Pierce
 City Manager's Office

REQUEST FOR LEGAL SERVICES

To: CITY ATTORNEY

THROUGH: DIANE HOBLEY-BURNEY, CHIEF OF POLICE

SUBMITTED BY: ROBERT RIDLE, DEPUTY CHIEF

City Manager Authorization: NICHOLAS C. MIMMS, P.E., CITY MANGER

DATE: JANUARY 11, 2021

RE: INTERLOCAL AGREEMENT –CAD, RMS & MCT/MFR SYSTEM SHARED NETWORK

Service Required: (please circle or underline)

Review Documents

Draft Document

Written Opinion Requested

Attend Meetings

Advise

Other: _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

- Brief statement of the nature of the request or problem:** An updated Interlocal Agreement is being drafted between Saint Lucie County, the Saint Lucie County Sheriff's Office, the Port Saint Lucie Police Department, and the Fort Pierce Police Department. The update is needed as a new vendor has been selected to replace our county wide Computer Aided Dispatch (CAD) and Records Management System (RMS). The system is shared and paid for by the agencies above. I am requesting the draft be reviewed for correctness and changes be made as necessary.
- Discussion of the implications and the possible impact if not apparent from preceding information:** Without an agreement, the City of Fort Pierce would have to purchase their own system. By sharing the same system, costs are reduced for individual agencies and seamless integration of information between agencies is achieved.
- Time considerations and their significance:** Time sensitive.

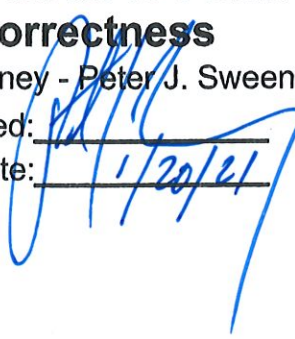
4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** Yes. This is a part of the annual Police Department budget.

5. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):**

6. **Identify prior legal assistance on this or a related matter and the attorney who handled it:**

7. **If this is a request for review of a contract, provide the following:**
 - a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:**

 - b. **Insurance requirements that differ from the City's template insurance terms:** N/A

CITY ATTORNEY USE ONLY			
Routed for Review	Date	Response Deadline	Response
			<p style="text-align: center;">Approved as to Form & Correctness</p> <p style="text-align: center;">City Attorney - Peter J. Sweeney</p> <p style="text-align: center;">Signed: </p> <p style="text-align: center;">Date: <u>1/20/21</u></p>