

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/20/2021

Contract/Lease Control #: C19-2763-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY SHERRIFF'S OFFICE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/03/2019

Expiration Date: AUTO RENEWAL YEARLY

Description of Contract/Lease: CONSOLIDATED COMMUNICATIONS CENTER

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: ~~119~~ 019-276366 Tracking Number: 4427-21

Procurement/Contractor/Lessee Name: Sherriff's office Grant Funded: YES  NO

Purpose: agreement for consolidated communications act

Date/Term: auto renew yearly

Department #: NA

Account #: \_\_\_\_\_

Amount: Sherriff will submit for budget transfer at each fiscal year

Department: \_\_\_\_\_ Dept. Monitor Name: \_\_\_\_\_

1.  GREATER THAN \$100,000
2.  GREATER THAN \$50,000
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

[Signature] Date: 8/20/21

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: NO Grant Name: \_\_\_\_\_

[Signature] Date: \_\_\_\_\_

Grants Coordinator

**Risk Management Review**

Approved as written: see email attached Date: 8/24/21

[Signature] Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 8/20/21

[Signature] County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Hoshihara, Lynn <lhoshihara@ngn-tally.com>  
**Sent:** Friday, August 20, 2021 1:55 PM  
**To:** Marsha L. Weaver; kkirpatrick@sheriff-okaloosa.org; Craig Coffey  
**Cc:** DeRita Mason  
**Subject:** Agreement for Consolidated Dispatch  
**Attachments:** Interlocal Agreement for Consolidated Dispatch - FINAL.docx

Good afternoon,

Please find attached the final version of the Interlocal Agreement for Consolidated Dispatch. We plan on placing this on the September 7<sup>th</sup> BCC agenda for approval by our Board.

Thanks and have a great weekend!

Lynn

**Lynn M. Hoshihara**

**Nabors  
Giblin &  
Nickerson**  
PLLC  
REGULATORY LAW  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308  
(850) 224-4070 Tel.  
(850) 224-4073 Fax  
[Lhoshihara@ngnlaw.com](mailto:Lhoshihara@ngnlaw.com)

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**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**DeRita Mason**

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**From:** Lisa Price  
**Sent:** Tuesday, August 24, 2021 9:07 AM  
**To:** DeRita Mason  
**Subject:** RE: Agreement for Consolidated Dispatch

Yes ma'am.

Lisa Price  
Risk Management  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

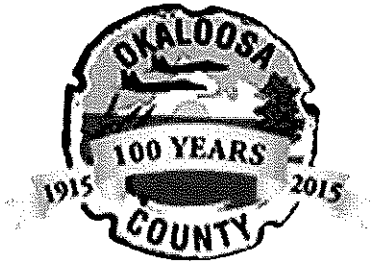
*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, August 24, 2021 7:28 AM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** RE: Agreement for Consolidated Dispatch

Is this approved with the changes?

DeRita Mason



DeRita Mason, CPPB, NIGP-CPF  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

**From:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Sent:** Monday, August 23, 2021 8:46 AM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Subject:** RE: Agreement for Consolidated Dispatch

Under Workers Compensation Insurance B) please add, "A Waiver of Subrogation is required to be shown on the Certificate of Insurance."

On page 6-Certificate of Insurance. Please update the certificate holder to Okaloosa County Board of County Commissioners (BOCC).

On page 8-Public Records. The address should be Risk Management, 302 N Wilson Street, Suite 301, Crestview, FL. 32536. The e-mail should be [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).

Thank you,

Lisa Price  
Risk Management  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)

## INTERLOCAL AGREEMENT FOR CONSOLIDATED COMMUNICATIONS CENTER

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of October, 2021 by and between the Sheriff of Okaloosa County, Florida (the "Sheriff") and the Okaloosa Board of County Commissioners (the "County").

**WHEREAS**, the Sheriff and the County have worked together on the consolidation of their respective E 9-1-1, and computer aided dispatch systems into a single operation known as the Consolidated Communication Center (hereinafter referred to as the "Communication Center"); and

**WHEREAS**, the County and the Sheriff believe that it would be most effective and cost efficient for the Communication Center to continue to remain under the operation and control of the Sheriff, pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions hereinafter expressed, the parties hereto agree as follows:

**SECTION 1. AUTHORITY.** This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

### **SECTION 2. SCOPE OF SERVICES.**

A) The Sheriff shall be responsible for the following:

(1) The County currently owns and is responsible for the management of all PSAP related premise fiber router/switch hardware, PSAP WAN and the PSAP physical fiber optic network. The Sheriff's Office is attempting to refresh all premise fiber router/switch hardware and contract for maintenance and monitoring services for the PSAP hardware and PSAP WAN. Once completed and transitioned, the Sheriff's office, shall own and be responsible for said equipment and WAN, leaving the County to be responsible only for the PSAP physical fiber optic network; and

(2) the furniture required for the Communication Center, including but not limited to the dispatch radio equipment; and

(3) the furniture utilized to provide the dispatch function.

In addition, the Sheriff shall be responsible for the acquisition of all needed equipment. The acquisition of the equipment, furniture and other property required for the purposes of providing the Communication Center shall be itemized and included in the annual budget submittal for funding of the Communication Center.

B) All communication officers will be cross-trained to answer law enforcement, fire and medical calls using the Sheriff's computer aided dispatch system. Additionally, all communication officers will be trained on the County Warning Point Functions and the emergency management notifications systems. All communication officers

shall be trained and certified as emergency police, fire and medical call takers in accordance with an approved Emergency Dispatch Protocol System.

- C) Calls for service for the Sheriff, Okaloosa County EMS, Emergency Management, and all Sheriff approved agencies of the County, Beach Safety, all participating fire districts, and all participating law enforcement agencies will be dispatched by the Sheriff.
- D) All municipal law enforcement calls, other than stated above, will continue to be transferred upon receipt at the Communications Center.
- E) The County will retain addressing authority and be responsible for the administration of the Uniform Numbering System to assign road names and numbers, both on existing and proposed roads for the County and those jurisdictions currently under agreement. The County will be responsible for coordinating and overseeing future address related agreements between the various addressing authorities as necessary. It is the intent of this agreement to reduce GIS related duplication of effort and services; therefore, The County will continue to provide 911 GIS data to the Sheriff as required to meet their mapping needs. Additional GIS data and services, to the extent feasible, will be provided to the Sheriff in a spirit of cooperation primarily intended to increase operational efficiencies and reduce duplication of work. The E 9-1-1 addressing system shall be updated and maintained by the Sheriff, including but not limited to the actual address and mapping information.
- F) The Sheriff will be provided adequate space within the Emergency Operation Center for the Communication Center as determined by the County in consultation and with the agreement of the Sheriff.
- G) The Sheriff shall be responsible for the preparation and submittal of all required Federal, State and local reports regarding the use of any Emergency 9-1-1 fees and/or other related reports and shall coordinate the preparation and submittal of these materials with the County.
- H) The County has adopted a protocol policy for the provision of notifications to various entities in the event of certain events. The Sheriff shall comply with the notification protocol for the various entities upon the occurrence of certain events.
- I) The Sheriff will be responsible for the consoles and related equipment at each of the remote locations.
- J) The Sheriff in coordination with the Emergency Medical Services, shall retain an approved Medical Director to provide authorization and oversight of the Emergency Medical Dispatch program. Any cost related to the retention of a Medical Director shall be the responsibility of the County.

**SECTION 3. TERM.** This Agreement shall be effective upon full execution and shall automatically renew annually on October 1<sup>st</sup> of each year, unless otherwise terminated in accordance with the terms of this Agreement. There shall be no limit upon the number of renewals which may be available.

**SECTION 4. MEETING.**

- A) Representatives of the Sheriff will meet periodically with a public safety advisory committee consisting of personnel from Emergency Medical Services, Beach Safety, Emergency Management and the Fire Departments for which dispatch services are provided. The committee will discuss procedures which promote effective communication between the Sheriff's Communications Center and Public Safety Personnel in the field. Additionally, County IT Department shall be included in all discussions concerning planning and coordination issues.
  
- B) A coordination meeting between the County and the Sheriff's Office shall occur at least once annually and additionally, as issues arise and as necessary for coordination between the Parties.

**SECTION 5. FUNDING.**

- A) The Sheriff shall submit a budget proposal to the County Administrator by June 1<sup>st</sup> of each year, for the funding of the Communication Center in that upcoming fiscal year. Such submission will be a detailed funding request separated by personnel costs, operating costs, and capital costs. Additionally, the Sheriffs staff shall at a minimum provide a breakdown of estimated funding revenues based on expense eligible for 911, estimated grants, and other funding sources. The County and the Sheriff shall arrive at an agreed funding budget based upon such submittal.
  
- B) It is understood that during the fiscal year, the Sheriff may seek additional funding for the cost of any expenditures related to the Consolidated E9-1-1 System not otherwise anticipated and identified in Attachment "C", up to the total amount of the expenditure. Such payment of any reimbursements shall be in arrears. All required documentation shall be provided to the County documenting the expenditures for which reimbursement is sought.

**SECTION 6. INSURANCE REQUIREMENTS AND LIABILITY.**

- A) **Insurance Requirements**
  - 1- The Sheriff shall carry all required insurance herein and such insurance will be reviewed for compliance by the Okaloosa County Risk Manager or designee.
  
  - 2- All insurance policies shall be with insurers licensed to do business in the State of Florida.



- 3- All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4- The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- 5- The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Sheriff.
- 6- The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Sheriff, which are involved, and which is a part of the contract.
- 7- The County reserves the right at any time to require the Sheriff to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- 8- The designation of Sheriff shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- 9- All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

**B) Workers' Compensation Insurance**

- 1- The Sheriff shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Sheriff shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the

County. Such insurance shall comply with the Florida Workers' Compensation Law.

- 2- No class of employee, including the Sheriff himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

**C) Business Automobile and Professional Liability Insurance**

- 1- The Sheriff shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement.
- 2- Law Enforcement Professional Liability is required, including bodily injury and property damage. The minimum limits of liability shall be \$1,000,000 per occurrence. The coverage shall include both on-premises and off-premises operations.
- 3- All liability insurance shall be written on an occurrence basis and shall not be written on a claims-made basis. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability set forth below, the Sheriff shall notify the County representative in writing. The Sheriff shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

**D) Limits of Liability**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

**LIMIT**

1.	<b>Worker's Compensation</b>	
	a) State	Statutory
	b) Employer's Liability	\$100,000 each accident
2.	<b>Business Automobile</b>	\$300,000 each occurrence (A combined single limit)
3.	<b>Law Enforcement Professional Liability</b>	\$1,000,000 each occurrence (A combined single limit)

**E) Notice of Claims or Litigation**

The Sheriff agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Sheriff's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Sheriff becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**F) Indemnification and Hold Harmless**

To the fullest extent permitted by law, Sheriff shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Sheriff and other persons employed or utilized by the Sheriff in the performance of this Agreement.

To the fullest extent permitted by law, the County shall indemnify and hold harmless the Sheriff, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the County and other persons employed or utilized by the County in the performance of this Agreement.

**G) Certificate of Insurance**

- 1- Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BOCC, 302 N. Wilson St., Crestview, Florida 32536
- 2- All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- 3- All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
- 4- All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Sheriff's full responsibility. In particular, the Sheriff shall afford full coverage as specified herein to entities listed as Additional Insured.
- 5- In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule

due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Sheriff has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

**H) General Terms**

- 1- Any type of insurance or increase of limits of liability not described above which, the Sheriff required for its own protection or on account of statute shall be its own responsibility and at its own expense.
- 2- The carrying of the insurance described shall in no way be interpreted as relieving the Sheriff of any responsibility under this contract.
- 3- Should the Sheriff engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

**I) Umbrella Insurance**

The Sheriff shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

**SECTION 7. INDEPENDENT CONTRACTOR.** Sheriff enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by the Sheriff and the Sheriff's employees. Under no circumstances shall the Sheriff or any of the Sheriff's employees look to the County as its employer, or as an agent or principal. Neither the Sheriff, nor any of the Sheriff's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Sheriff shall be responsible for providing, at Sheriff's expense, and in Sheriff's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**SECTION 8. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION.** The Sheriff will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

**SECTION 9. THIRD PARTY BENEFICIARY.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**SECTION 10. PUBLIC RECORDS.**

**1- IF THE SHERIFF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SHERIFF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [risk@myokaloosa.com](mailto:risk@myokaloosa.com).**

2- The Sheriff, as a Constitutional County Officer, also has the statutory duty to maintain and provide public records relating to this contract.

The Sheriff and the County shall comply with the public records laws, Florida Statute Chapter 119, specifically both parties shall:

- A) Keep and maintain public records required by the County to perform the service.
- B) Upon request from either party's custodian of public records, provide the requesting party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- C) Both parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- D) Upon completion of the contract, County and the Sheriff shall maintain public records in their possession required by the County to perform the service. The Sheriff and the County shall keep and maintain public records upon completion of the contract and shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E) Additionally, the Parties agree the County shall maintain a historical server to retain historical Computer Aided Dispatch data to access appropriately retained historical data. The County and Sheriff, if practical, shall have shared access to the server for records access. If shared access is not practical, the County will provide public records upon request.

The Sheriff and the County recognizes that at times, shared network systems and data will need to be accessed to fulfill public records requests. If shared network resources are not available, records or services will be provided by the record custodian or IT system owner.

**SECTION 11. POINT OF CONTACT.**

The Sheriff and the County shall designate a point of contact (POC) who shall fully cooperate to ensure all requested records are received, rectified, tracked and responded to in accordance with all applicable laws. Changes to the POC shall be sent via email or in writing to the other party in Section 10. The initial points of contacts are:

**For the Sheriff:**  
Okaloosa County Sheriff's Office  
Attn: Capt. Kevin Kirkpatrick  
90 College Blvd.  
Niceville, FL 32578

**For the County:**  
Okaloosa County  
Attn: Public Safety Director  
90 College Blvd.  
Niceville FL, 32578

**SECTION 12. TERMINATION AND NOTICE.**

Either party may terminate this Agreement at any time upon a minimum notice of one hundred and eighty (180) days written notice before October 1 of each year. Such notice shall be sent via certified mail, return-receipt requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following addresses:

**SHERIFF:** Eric Aden, Sheriff  
Okaloosa County Sheriff's Office  
50 2<sup>nd</sup> Street  
Shalimar, FL 32579

**COUNTY:** John Hofstad  
County Administrator  
1250 N. Eglin Pkwy  
Shalimar, Florida 32579

**SECTION 13. ENTIRE AGREEMENT.**

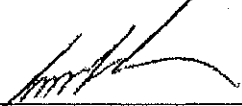
- A) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and all prior agreements, understanding and negotiations are merged into this Agreement. This Agreement shall not be modified except in writing and signed by both parties.
- B) A waiver by either Party of a breach or violation of any provision of this Agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

**SECTION 14. DISPUTE.** The Parties agree that in the event litigation or arbitration is required to enforce the terms of this Agreement, the prevailing Party in any such proceeding shall be entitled to recover actual costs incurred, including a reasonable attorney's fee. And that the venue for any such proceedings between the parties shall be in Okaloosa County unless otherwise mutually agreed to by the parties.

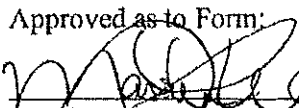
**SECTION 15. SEVERABILITY.** Should any provision of this Agreement be held unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and lack of enforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the dates indicated below:


**SHERIFF OF OKALOOSA COUNTY**

  
\_\_\_\_\_  
Eric Aden, Sheriff

8/23/21  
\_\_\_\_\_  
Date Signed

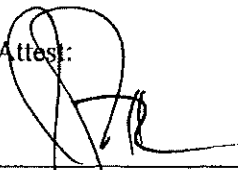
Approved as to Form:  
  
\_\_\_\_\_  
Marsha Weaver, Counsel to Sheriff

**OKALOOSA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

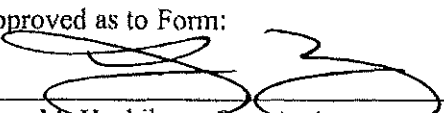
  
\_\_\_\_\_  
Carolyn N. Ketchel, Chairman



SEP 07 2021  
\_\_\_\_\_  
Date Signed

Attest:  
  
\_\_\_\_\_  
J. D. Peacock, Clerk of the Court



Approved as to Form:  
  
\_\_\_\_\_  
Lynn M. Hoshihara, County Attorney

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12-21-2018

Contract/Lease Control #: C19-2763-GM

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY SHERRIFF'S OFFICE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/03/2019

Expiration Date: 09/30/2020 W/2 2 YR RENEWALS

Description of Contract/Lease: CONSOLIDATED COMMUNICATIONS CENTER

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



**FIRST AMENDMENT TO AGREEMENT FOR  
CONSOLIDATED COMMUNICATIONS CENTER**

This First Amendment is made and entered into this 18 day of FEB, 2020, and amends the Agreement for Consolidated Communications Center, dated December 18, 2018, by and between the Sheriff of Okaloosa County, Florida (the "Sheriff") and the Okaloosa County Board of County Commissioners (the "County").

**WHEREAS**, on December 18, 2018, the County and the Sheriff entered into the Agreement for Consolidated Communications Center (the "Agreement"); and

**WHEREAS**, the parties wish to amend the Agreement to clarify the funding approval process and revise the funding of the Communication Center for the Fiscal Year 2019-2020.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. The Agreement is hereby amended as follows:

(~~stricken~~ words indicate deletions, underlined words indicate additions)

FUNDING:

D) Beginning October 1, 2019 and ending September 30, 2020 funding for the Communications Center for FY 2019-2020 shall be \$1,791,588 as further detailed in Exhibit 1. Any other expenditures related to the Communications Center not otherwise identified in Exhibit 1 shall be processed and paid in accordance with Paragraph B under the Funding section of the Agreement. Disbursement of funds for the Communications Center shall be handled and processed in the same manner as any other Sheriff's operational funds.

2. All other provisions of the Agreement shall remain in full force and effect through the duration of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

**SHERIFF OF OKALOOSA COUNTY**

  
\_\_\_\_\_  
Larry Ashley, Sheriff

1/30/2020  
\_\_\_\_\_  
Date Signed

Approved as to Form:

  
Marsha L. Weaver, Counsel to Sheriff

**OKALOOSA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

  
Robert A. "Trey" Goodwin, Chairman



FEB 18 2020  
Date Signed

Attest:

  
J. D. Peacock, Clerk of the Court

Approved as to Form:

  
Lynn M. Hoshihara, County Attorney

**County Communications Center FY 2020 Cost Worksheet**  
**November 13, 2019**

	FY 2019 Approved FTE = 21, PT=2	FY 2020 Proposed FTE = 20, PT=2
<b>Personnel Expenses</b>		
Regular Payroll	\$ 869,948	\$ 830,778
Social Security	66,551	63,555
Retirement	68,070	67,028
Workers Compensation	12,161	12,141
Insurance	252,306	143,803
<b>Total Personnel</b>	<b>\$ 1,269,036</b>	<b>\$ 1,117,305</b>
<b>Operational Expenses</b>		
Professional Liability	\$ 6,570	\$ 6,113
Automobile Liability	758	833
Automobile Collision	408	422
Training	-	13,396
Auto Repair and Maintenance	1,300	1,300
Tires	1,140	1,140
Fuel	5,777	5,437
Licenses & Agreements	-	539,025
Support Allocation	103,908	98,960
<b>Total Operational</b>	<b>\$ 119,861</b>	<b>\$ 666,627</b>
<b>Capital Expense</b>		
Vehicles	\$ 7,657	\$ 7,657
<b>Total Capital</b>	<b>\$ 7,657</b>	<b>\$ 7,657</b>
<b>TOTAL CONTRACT</b>	<b>\$ 1,396,554</b>	<b>\$ 1,791,588</b>
		\$ 395,034
		28.3%



# Office of Management and Budget

State of Florida

DATE: February 18, 2020

SUBJECT: Budget Transfer – General Fund  
BT-20-010

TO: Board of County Commissioners  
Finance Director

Transfer From	Fund	Department	Account	Amount
Reserves/ Miscellaneous	001	0199	599090	\$851,174.00
Transfer To	Fund	Department	Account	Amount
BT – Sheriff – Communications	001	0183	591090	\$851,174.00

Prepared by: Faye Douglas  
Director, Office of Management and Budget

### Reference:

1. Amendment to the FY 2020 Sheriff’s Communication Center budget to a complete budget this fiscal year.
2. In the current budget, the entire Sheriff’s Communication Center budget is funded by the E911 fund. The communication center cost should be shared with the General Fund.
3. Below is the amended cost distribution:

E911 Fund	\$940,414
General Fund	\$851,174
<u>Total</u>	<u>\$1,791,588</u>

**BCC APPROVED**  
**DATE** 2/18/2020  
**BY** Mary A Carson

Okaloosa County Administration Building  
 1250 N Eglin Parkway, Suite 102  
 Shalimar, Florida 32579  
 (850) 651-7643  
 e-mail:sherrick@myokaloosa.com



RESOLUTION NO. 20-31

A RESOLUTION AMENDING THE FISCAL YEAR 2020 BUDGET  
E911 FUND AND GENERAL FUND

WHEREAS, the Board of County Commissioners in the original budget did not reflect proper appropriations from the E911 Fund and General Fund, and

WHEREAS, said adjustment is necessary, and

WHEREAS, Section 129.06(2)(d), Florida Statutes provides that a County may, by resolution of the Board of County Commissioners at any time during the fiscal year, appropriate and expend funds received for a particular purpose from a source not anticipated in the original budget, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Okaloosa County, Florida that the budget for the E911 Fund and General Fund be amended as follows:

<u>RECEIPTS</u>	<u>FUND-DEPT-ACCOUNT</u>			<u>AMOUNT</u>
Balances - Cash	108	1401R	389901	-\$179,466.00
BT - E911 Operations	001	0183R	381108	-\$179,466.00

<u>EXPENDITURES</u>	<u>FUND-DEPT-ACCOUNT</u>			<u>AMOUNT</u>
BT - General Fund	108	1401	591001	-\$179,466.00
BT - Sheriff - Communications	001	0183	591090	-\$179,466.00



Reviewed by: Faye Douglas  
Office of Management and Budget Director

Adopted this regular session the 18<sup>th</sup> day of February, 2020.

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA



ROBERT A. "TREY" GOODWIN III, CHAIRMAN



ATTEST:

J. D. PEACOCK II  
CLERK OF CIRCUIT COURT

BY:   
Deputy Clerk



Budget Amendment No. 28



**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C19-2763 BCC Tracking Number: 3778-20  
Procurement/Contractor/Lessee Name: Ocalaosa County Sheriff's Office Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment of budget  
Date/Term: 9-30-2020 1.  GREATER THAN \$100,000  
Department #: 0183 2.  GREATER THAN \$50,000  
Account #: 591091 3.  \$50,000 OR LESS  
Amount: 1791,588  
Department: BCC Dept. Monitor Name: Hofstad

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 2-17-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: NO grant risk level Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: NO risk level Date: \_\_\_\_\_  
\_\_\_\_\_ Edith Gibson or Karen Donaldson  
Risk Manager or designee

**County Attorney Review**

Approved as written: See email attached Date: 2-17-2020  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**

Department funding confirmed: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

## DeRita Mason

---

**From:** Faye Douglas  
**Sent:** Monday, February 17, 2020 11:36 AM  
**To:** DeRita Mason  
**Cc:** Jeffrey Hyde; Matthew Young  
**Subject:** RE: C19-2763-BCC Amendment

Hi DeRita,

This item was handled by the County Admin. Lynn worked with the Sheriff's attorney to develop the amended agreement.

This first amendment only affects the current year budget.

Faye Douglas, MBA, CGFM  
Director, Office of Management and Budget  
Okaloosa County BCC  
1250 North Eglin Parkway  
Shalimar, FL 32579  
Phone: 850-651-7643



Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, February 17, 2020 9:42 AM  
**To:** Faye Douglas <fdouglas@myokaloosa.com>  
**Cc:** Jeffrey Hyde <jhyde@myokaloosa.com>; Matthew Young <myoung@myokaloosa.com>  
**Subject:** C19-2763-BCC Amendment

Good morning,

I was reviewing the agenda this morning for items that would need our attention after the board approves and noticed that the referenced amendment didn't come through us for coordination with legal/risk. Did you take care of that portion or did it not need legal review? Usually all amendments go through legal for a quick review.

Thank you,





**AGREEMENT FOR CONSOLIDATED COMMUNICATIONS CENTER**

**THIS AGREEMENT** is entered into this 18<sup>th</sup> day of December 2018 by and between the Sheriff of Okaloosa County, Florida (the "Sheriff") and the Okaloosa Board of County Commissioners (the "County").

**WHEREAS**, Okaloosa County Public Safety Department and the Sheriff currently share E 9-1-1 call answering services in a co-located environment at the Emergency Operations Center in Niceville, Florida; and

**WHEREAS**, the current system requires that if an E 9-1-1 call is received by Public Safety for a call for law enforcement service, that the call needs to be transferred to the Sheriff for dispatch and similarly if a call is received by the Sheriff requiring fire or medical service, that the call must be transferred to County Public Safety for dispatch; and

**WHEREAS**, currently, the Sheriff and Public Safety maintain separate computer aided dispatch systems for the entry of calls and dispatches from those separate systems; and

**WHEREAS**, under the current system, Public Safety and the Sheriff have independent training officers and training programs and each dispatch center is housed in separate areas within the Emergency Operations Center; and

**WHEREAS**, the current system results in a duplication of services and inefficiencies that can be best eliminated by the consolidation of the E 9-1-1 systems into a single operation the Consolidated Communication Center (hereinafter referred to as the "Communication Center"); and

**WHEREAS**, the County and the Sheriff believe that it would be most effective and cost efficient for the Communication Center to be under the operation and control of the Sheriff, pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions hereinafter expressed, the parties hereto agree as follows:

**PURPOSE:**

The purpose of this Agreement is to provide for the consolidation of the Communication Center under the operations of the Sheriff. It is the intent that the Sheriff shall be responsible for emergency dispatch among participating entities within Okaloosa County.

**SCOPE OF SERVICES:**

- A) The Sheriff shall take possession of, and ultimately ownership and responsibility for in accordance with the schedule in Attachment A (Phase Plan) and Attachment B (Inventory). Under Attachment A and B, the Sheriff shall assume responsibility for the following: (1) the maintenance of all equipment (except the County PSAP/911/VESTA Wide Area Network (WAN) to each of the various remote PSAP locations, including fiber and premise switches/routers. (2) the furniture required for the Communication Center, including but not limited to the dispatch radio equipment, and (3) the furniture utilized to provide the dispatch function. In addition, the Sheriff shall be responsible for the acquisition of all needed equipment. The acquisition of the equipment, furniture and other property required for the purposes of providing the Communication Center shall be itemized and included in the annual submittal for funding of the Communication Center.
- B) All communication officers will be cross-trained to answer law enforcement, fire and medical calls using the Sheriff's computer aided dispatch system. Additionally, all communication officers will be trained on the County Warning Point Functions and the emergency management notifications systems. All communication officers shall be trained and certified as emergency police, fire and medical call takers in accordance with an approved Emergency Dispatch Protocol System.
- C) Calls for service for the Sheriff, Okaloosa County EMS, Emergency Management and all Sheriff approved agencies of the County, Beach Safety, all fire districts (with the exception of the Crestview Fire Department), and all participating law enforcement agencies will be dispatched by the Sheriff.
- D) All municipal law enforcement calls, other than stated above, will continue to be transferred upon receipt at the Communications Center.
- E) The County will retain addressing authority and be responsible for the administration of the Uniform Numbering System to assign road names and numbers, both on existing and proposed roads for the County and those jurisdictions currently under agreement. The County will be responsible for coordinating and overseeing future address related agreements between the various addressing authorities as necessary. It is the intent of this agreement to reduce GIS related duplication of effort and services; therefore, The County will continue to provide VESTA GIS data to the Sheriff as required to meet their mapping needs. Additional GIS data and services, to the extent feasible, will be provided to the Sheriff in a spirit of cooperation primarily intended to increase operational efficiencies and reduce duplication of work. The E 9-1-1 addressing system shall be updated and maintained by the Sheriff, including but not limited to the actual address and mapping information.

- F) The Sheriff will be provided adequate space within the Emergency Operation Center for the Communication Center as determined by the County in consultation and with the agreement of the Sheriff.
- G) The Sheriff shall be responsible for the preparation and submittal of all required Federal, State and local reports regarding the use of any Emergency 9-1-1 fees and/or other related reports and shall coordinate the preparation and submittal of these materials with the County. The County shall provide to the Sheriff an itemized list and copy of the all reports from the previous two years (2017 and 2018) of all necessary and required Federal, State and local reports no later than January 3, 2019. The Sheriff shall prepare the necessary reports demonstrating the use of any Emergency 9-1-1 fees as required by Florida Statutes that were expended after January 3, 2019. The County shall be responsible for preparing any and all necessary reports demonstrating the use of any Emergency 9-1-1 fees as required on or before January 3, 2019.
- H) The County has adopted a protocol policy for the provision of notifications to various entities in the event of certain events. The Sheriff shall comply with the notification protocol for the various entities upon the occurrence of certain events. A copy of the Standard Operating Procedures for the notifications shall be provided to the Sheriff by the County no later than the close of business on January 2, 2019.
- I) The County shall provide Information Technology Services to the Communication Center and shall manage and maintain the PSAP/911 /VESTA Wide Area Network (WAN) to each of the various remote PSAP locations, including fiber and premise switches/routers. The Sheriff will be responsible for the VESTA consoles and related equipment at each of the remote locations.
- J) The Sheriff shall retain an approved Medical Director to provide authorization and oversight of the Emergency Medical Dispatch program. Any cost related to the retention of a Medical Director shall be the responsibility of the County.
- K) All networks, equipment and physical assets necessary for the PSAP/911/VESTA Wide Area Network (WAN) including fiber, premise switches/routers, the 911 addressing system or networks, property and systems which are necessary for the provision of IT systems being provided by the County shall remain the property of the County.

**FIXED ASSETS:**

- A) The County shall transfer to the Sheriff items of furniture, equipment, and materials which are available for the Communication Center service. An inventory list consisting of the furniture, equipment and materials is attached hereto as Attachment "B" (Inventory). A determination shall be finalized as set forth in Attachment "A" (Contract Phase Plan) as to the assets listed on the inventory list

that shall remain in the possession of the County and the assets that shall be transferred to the ownership of the Sheriff. Vehicles and other furniture, equipment and materials which are designated as priority on Attachment "B" shall be transferred to the Sheriff as soon as practical following January 3, 2019. The remaining furniture, equipment and materials shall be transferred to the Sheriff in a coordinated manner during the various phases.

- B) The Sheriff shall utilize such equipment and material as necessary and appropriate. To the extent that any such equipment or material is not required for the Communication Center then the Sheriff shall be authorized to dispose of such equipment and material in conformity with the law.
- C) Vehicles, furniture, equipment and materials which were acquired with grant proceeds are identified on Attachment "B". Such furniture, equipment and materials shall be utilized in conformity with all grant requirements.
- D) To the extent that equipment, furniture or materials contained on Attachment "B" are not located or otherwise needed by the Sheriff, then those items will be removed from Attachment "B".

**TERM:**

- A) This Agreement shall initially be effective from January 3, 2019 and ending September 30, 2020 (the "Term"). Such Agreement may be renewed for additional two (2) year terms, upon the written agreement of the parties, unless otherwise terminated in accordance with the terms of this Agreement. There shall be no limit upon the number of renewals which may be available. Annually during the Term of this Agreement and prior to the beginning of the fiscal year, the Sheriff and County shall work toward the establishment of an agreement that represents the funding needs for the Communication Center during each upcoming fiscal year (the "Annual Funding Agreement"). If the parties are able to arrive at an accord as to the funding amount to be provided during that fiscal year, the parties shall enter into the Annual Funding Agreement reflecting the amount to be provided during the upcoming fiscal year of October 1 to September 30.
- B) Representatives of the Sheriff will meet periodically with a public safety advisory committee consisting of personnel from Emergency Medical Services, Beach Safety, Emergency Management and the Fire Departments for which dispatch services are provided. The committee will discuss procedures which promote effective communication between the Sheriff's Communications Center and Public Safety Personnel in the field. Additionally, County IT Department shall be included in all discussions concerning planning and coordination issues.

All amendments to this Agreement shall be in writing and with the mutual consent of both parties.

**FUNDING:**

- A) For the transition period of January 3, 2019 through September 30, 2019 (the "Transition Period"), the Consolidated E9-1-1 System shall be funded as set forth in Attachment "C" (Funding). This amount shall be paid in nine (9) equal monthly installments beginning January 4, 2019 and ending September 6, 2019. In addition, there will be a payment of \$93,490.00 due on January 4, 2019 to purchase the software for SmartCop CAD. In addition, during the fiscal year and for each fiscal year thereafter, the County shall reimburse the Sheriff for the yearly maintenance fees of the software for SmartCop CAD, such payment shall be reimbursed in arrears after documentation of the expenditure is provided to the County. That amount is currently \$16,980 per year.
- B) During the fiscal year, the County shall reimburse the Sheriff for the cost of any expenditures Consolidated E9-1-1 System not otherwise identified in Attachment "C" (Funding - referenced in the preceding paragraph A above) for the total amount of the expenditure. Such payments shall be reimbursed in arrears. All required documentation shall be provided to the County documenting the expenditures for which reimbursement is sought.
- C) For subsequent fiscal years, the Sheriff shall submit a proposal to the County Administrator for the funding of the Communication Center in that upcoming fiscal year. Such submission will be a detailed request separated by personnel costs, operating costs, and capital costs. The County and the Sheriff shall arrive at an agreed funding based upon that submittal. If the parties are able to arrive at an accord as to the amount of funding for the upcoming fiscal year, an Annual Funding Agreement shall be entered into setting forth the agreed funding.

**PERSONNEL:**

- A) The County currently has full time and relief employees who provide dispatch services to the County's Public Safety Department. As part of the transition to a consolidated Communication Center, the Sheriff shall consider for employment those employees from the County's Public Safety Department in the provision of the consolidated system to be provided by the Sheriff.
- B) Each County employee to be considered for employment with the Sheriff must meet all training and personnel hiring standards required by the Sheriff's Office.

- C) The Sheriff shall have final authority as to whether an offer of employment shall be extended to any or all of the current county employees. Such determination shall be solely the determination and decision of the Sheriff. Any current county employee not offered employment by the Sheriff shall remain the responsibility of the county.
  
- D) Upon termination from County employment and the beginning of employment with the Sheriff, all accumulated annual and sick leave of that employee shall be accepted by the Sheriff and such leave shall be available to that employee under his employment with the Sheriff in accordance with the policies of the Sheriff's Office. All current county employees transferring as an employee of the Sheriff pursuant to the terms of this Agreement shall be governed by the same policies and accrue leave at the same rate as an employee with an equal length of employment at the Sheriff's Office. (For example, if a particular current county employee has been employed by the county for a period of ten (10) years, that employee will be governed by the same policies and accrue leave at the same rate as an employee of the Sheriff's Office with ten (10) years of service.) In addition, all employees will be subject to a one (1) year probationary period per Sheriff's Office policy.

**BENEFITS:**

- A) Sheriff's employees who provide services at the Communication Center shall have all insurance coverage, Workers' Compensation, liability coverage and other employee benefits normally provided by the Sheriff for other similarly situated employees.
  
- B) The Sheriff shall provide health/life/dental and other benefits that are comparable to the benefits provided to other Sheriff's employees. Such benefits shall be effective on the first day of the month following their date of hire. The County shall be responsible for maintaining all employee benefits for the employees hired by the Sheriff through January 31, 2019.

**CONTRACTS**

- A) The County has previously entered into various contracts related to the provision of dispatch services a list of which is attached as Attachment "D" (Contracts). The Sheriff has indicated that they will continue with these contracts through the expiration date. The Sheriff shall cooperate with the County in seeking assignments of those contracts to the Sheriff.

- B) To the extent that all or any of the contracts cannot be assigned to the Sheriff, then the County shall continue to pay such contracts directly to the vendor until that contract can be terminated or otherwise expires. At such time, the Sheriff shall be responsible for entering into all necessary vendor agreements to provide the necessary services to the Communication Center.

## **INSURANCE REQUIREMENTS AND LIABILITY**

### **A) Insurance Requirements**

- 1- The Sheriff shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2- All insurance policies shall be with insurers licensed to do business in the State of Florida.
- 3- All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4- The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- 5- The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Sheriff.
- 6- The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Sheriff, which are involved, and which is a part of the contract.
- 7- The County reserves the right at any time to require the Sheriff to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

- 8- The designation of Sheriff shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- 9- All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.
- 10- All current/pending civil litigation instituted against the County prior to the execution of this Agreement relating specifically to the operations of the County provided E 911 communications and dispatch services will remain the responsibility of the County.

**B) Workers' Compensation Insurance**

- 1- The Sheriff shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Sheriff shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County. Such insurance shall comply with the Florida Workers' Compensation Law.
- 2- No class of employee, including the Sheriff himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

**C) Business Automobile and Professional Liability Insurance**

- 1- The Sheriff shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement.
- 2- Law Enforcement Professional Liability is required, including bodily injury and property damage. The minimum limits of liability shall be \$1,000,000 per occurrence. The coverage shall include both on-premises and off-premises operations.



3- All liability insurance shall be written on an occurrence basis and shall not be written on a claims-made basis. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability set forth below, the Sheriff shall notify the County representative in writing. The Sheriff shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

**D) Limits of Liability**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

**LIMIT**

**1. Worker's Compensation**

- |                         |                         |
|-------------------------|-------------------------|
| a) State                | Statutory               |
| b) Employer's Liability | \$100,000 each accident |

**2. Business Automobile** \$300,000 each occurrence  
(A combined single limit)

**3. Law Enforcement Professional Liability** \$1,000,000 each occurrence  
(A combined single limit)

**E) Notice of Claims or Litigation**

The Sheriff agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Sheriff's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Sheriff becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**F) Indemnification and Hold Harmless**

To the fullest extent permitted by law, Sheriff shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Sheriff and other persons employed or utilized by the Sheriff in the performance of this Agreement.

To the fullest extent permitted by law, the County shall indemnify and hold harmless the Sheriff, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the County and other persons employed or utilized by the County in the performance of this Agreement.

**G) Certificate of Insurance**

- 1- Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2- All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- 3- All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
- 4- All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Sheriff's full responsibility. In particular, the Sheriff shall afford full coverage as specified herein to entities listed as Additional Insured.
- 5- In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Sheriff has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## H) General Terms

- 1- Any type of insurance or increase of limits of liability not described above which, the Sheriff required for its own protection or on account of statute shall be its own responsibility and at its own expense.
- 2- The carrying of the insurance described shall in no way be interpreted as relieving the Sheriff of any responsibility under this contract.
- 3- Should the Sheriff engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

## I) Umbrella Insurance

The Sheriff shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## INDEPENDENT CONTRACTOR

Sheriff enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by the Sheriff and the Sheriff's employees. Under no circumstances shall the Sheriff or any of the Sheriff's employees look to the County as its employer, or as an agent or principal. Neither the Sheriff, nor any of the Sheriff's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Sheriff shall be responsible for providing, at Sheriff's expense, and in Sheriff's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

## EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

The Sheriff will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

## THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

## **PUBLIC RECORDS**

- 1- IF THE SHERIFF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SHERIFF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**
  
- 2- The Sheriff, a Constitutional County Officer, also has the statutory duty to maintain and provide public records relating to this contract.**

**IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT OKALOOSA COUNTY SHERIFF'S OFFICE 50 2<sup>ND</sup> STREET SHALIMAR, FL 32579 PHONE: (850)651-7410.**

The Sheriff and the County shall comply with the public records laws, Florida Statute Chapter 119, specifically both parties shall:

- A) Keep and maintain public records required by the County to perform the service.
- B) Upon request from either party's custodian of public records, provide the requesting party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- C) Both parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- D) Upon completion of the contract, County and the Sheriff shall maintain public records in their possession required by the County to perform the service. The Sheriff and the County shall keep and maintain public records upon completion of the contract, and shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E) Additionally, the Parties agree as follows:
  - 1- E 9-1-1 public records, including but not limited to paper, digital, phone and radio recordings prior to 6:00 am CST on January 3, 2019 shall remain the exclusive property of Okaloosa County, and retained in accordance with all applicable laws.

- 2- E 9-1-1 records requests made to the Sheriff or Okaloosa County for incidents prior to January 3, 2019 shall be directed to Okaloosa County for response.
- 3- E 9-1-1 records request made to the Sheriff or Okaloosa County for incidents post 6:00 am CST on January 3, 2019 shall be directed to and responded to by the Sheriff. All records created by Sheriff's employees from 6:00 am CST January 3, 2019 shall be the property of the Sheriff's Office but shall be stored and maintained on the Okaloosa County Network and devices. The County shall allow access to the shared data storage.
- 4- E 9-1-1 records shall continue to be maintained/retained on county equipment beyond January 3, 2019 until the time the Sheriff takes ownership of equipment outlined in Attachment "B" (Inventory) and implements the new Computer Aided Dispatch (CAD) software. At the live implementation of the new CAD software, the Sheriff shall assume responsibility for all CAD records. All newly created CAD records shall become the Sheriff's sole responsibility when new software, data systems and networks are transferred from the County to the Sheriff.
- 5- The County shall maintain a historical server to retain historical Computer Aided Dispatch data to access appropriately retained historical data. The County and Sheriff, if practical, shall have shared access to the server for records access. If shared access is not practical, the County will provide public records upon request.

The Sheriff and the County recognizes that at times, shared network systems and data will need to be accessed to fulfill public records requests. If shared network resources are not available, records or services will be provided by the record custodian or IT system owner. The Sheriff and the County shall designate a point of contact who shall fully cooperate to insure all requested records are received, rectified, tracked and responded to in accordance with all applicable laws.

**TERMINATION AND NOTICE:**

Either party may terminate this Agreement at any time upon ninety (90) days written notice. Such notice shall be sent via certified mail, return-receipt requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following addresses:

SHERIFF: Larry Ashley, Sheriff  
 Okaloosa County Sheriff's Office  
 50 2<sup>nd</sup> Street  
 Shalimar, FL 32579

COUNTY: John Hofstad  
 County Administrator  
 1250 N. Eglin Pkwy  
 Shalimar, Florida 32579

**TRANSITION:**

To provide an orderly transition, the County and the Sheriff will seek to phase the transition of services provided by the Consolidated E 9-1-1 Communications Center during the period beginning January 3, 2019 through September 30, 2019. It is contemplated that the transition shall occur in the phases as set forth on Attachment A (Contract Phase Plan).

**ENTIRE AGREEMENT:**

- A) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and all prior agreements, understanding and negotiations are merged into this Agreement. This Agreement shall not be modified except in writing and signed by both parties.
- B) A waiver by either Party of a breach or violation of any provision of this Agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

**DISPUTE:**

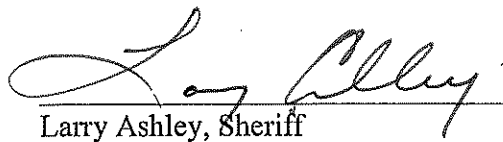
The Parties agree that in the event litigation or arbitration is required to enforce the terms of this Agreement, the prevailing Party in any such proceeding shall be entitled to recover actual costs incurred, including a reasonable attorney's fee.

**SEVERABILITY:**

Should any provision of this Agreement be held unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and lack of enforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.

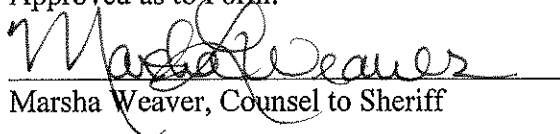
IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the dates indicated below:

**SHERIFF OF OKALOOSA COUNTY**

  
Larry Ashley, Sheriff

12/14/2018  
Date Signed

Approved as to Form:

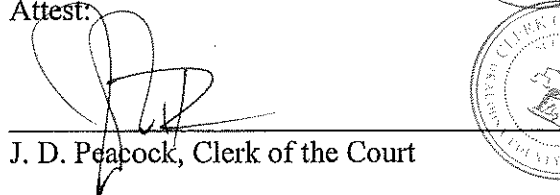
  
Marsha Weaver, Counsel to Sheriff

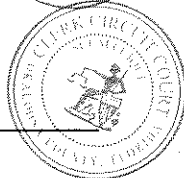
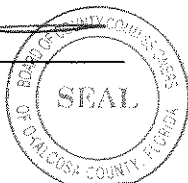
**OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

  
Graham W. Fountain, Chairman

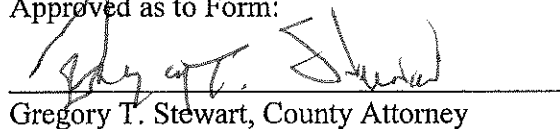
12/18/18  
Date Signed

Attest:

  
J. D. Peacock, Clerk of the Court



Approved as to Form:

  
Gregory T. Stewart, County Attorney

**ATTACHMENT "A"**  
**CONTRACT PHASE PLAN**



## Contract Phase Plan

### Phase I

- Phase I of the communications merger is designed to bring all E 9-1-1 employees, public safety communications officers and public safety communications supervisors to the employment of the Okaloosa County Sheriff's Office from Okaloosa County, if they pass a background investigation. The Sheriff's Office will be responsible for the salaries, retirements and benefit packages of all employees from the County's E 9-1-1 who are employed by the Sheriff.
- These employees will continue to function in their current locations and with their current equipment, which will be owned and maintained by the county until such time as the Sheriff accepts final transfer and responsibility of ownership of all agreed upon items. An inventory and audit will be conducted by the County and the Sheriff in regard to the discussion of transfer of ownership of equipment necessary to accomplish and maintain the continuity of services/function of E 9-1-1 and dispatch services. Initially, the Sheriff will accept possession of agreed upon inventoried items. The ownership, maintenance, service, contracts, warranties will continue to remain the responsibility of the County.
- All current E 9-1-1 and communications contracts maintained by the County shall be maintained by the county until such time in Phase II, the Sheriff accepts responsibility of the contracts or the contracts are transferred over to the Sheriff.
- The county will provide funding as appropriate to the Sheriff to pay personnel and associated costs, vehicles and associated costs, and the purchase of agreed CAD software. The CAD server training will be implemented in Phase II.
- All 911 answering and emergency dispatch functions (participating law enforcement agencies, beach safety, EMS, and all fire departments, excluding Crestview Fire Department) within Okaloosa County will be answered by Sheriff's Communications and transferred to municipalities as appropriate.

### Phase II

- Phase II of the communications merger is designed to purchase CTS America Software (Fire/EMS Module) and implement training program to train employees on new public safety computer aided dispatch CAD software.
- Create training server, virtual machines and computers to train off line.
- Conduct a complete inventory of communications, computer equipment, and capital assets identified as county property to be transferred to Sheriff, including physical property, vehicles, IT and Radio equipment.

- The Sheriff's Office will identify of all contracts and contractors which support computer aided dispatch (CAD) software, the respective computer servers, virtual machines, as well as the responsibility of training and certifications of all communications employees.
- A complete asset inventory will be completed between the County and the Sheriff's Office, and specific property lists will be established assigning responsibility to each county component.
- The maintenance, licensure, warranty administration, and pending contracts identified in Phase I will be converted to the authority and responsibility of the Sheriff's Office. Any duplicate service contracts will be identified and terminated.

### Phase III

- Phase III of the communications merger is the completion of the transfer of communications, computer equipment, and capital assets identified as county property to the Sheriff, which includes, but is not limited to, physical property, vehicles, IT and Radio equipment.
- Specific IT "shared" equipment, network, and IT responsibilities between the Sheriff and the County will be finalized.
- Communications employees trained in virtual environment moved from training environment to real environment CAD system on the Sheriff's equipment on the Sheriff's Network.
- Sheriff assumes responsibilities of all E 9-1-1 functions, dispatching services, software, contracts, maintenance, and upkeep of physical property with the exception of those identified as shared equipment/networks and other IT functions to be maintained by the county.
- The Sheriff's Office will finalize all crossover training and certifications for the new CAD software and systems.
- At the conclusion of Phase III, the Sheriff will assume final responsibility for all E 9-1-1 and consolidated communications.

**ATTACHMENT "B"**  
**INVENTORY/FIXED ASSETS**

Phase	Asset Id Number	Improvement Number	Asset Description	Acquisition Date	Estimated Life	Funding Type	Initial Cost
I	14844	0	CABINET FDR EXPLORER	9/30/2004	0	General Fund	\$9,770
I	0002A14724	0	SUV	2/28/2003	0	General Fund	\$21,200
I	17821709	0	SUV/INTERCEPTOR	8/23/2017	5	E-911 Fund	\$27,061
III	16011	0	PROJECTOR	9/30/2004	0	General Fund	\$1,583
III	16366	0	STARZ SIMULATOR, CALL TAKING	9/29/2005	0	General Fund	\$4,995
III	16425	0	STARZ TRAINING SYSTEM	9/30/2005	0	General Fund	\$0
III	17352	0	EXPANSION SHELF IN ORSACOM	9/19/2007	0	Fine & Forfeiture Fund	\$3,325
III	17712	0	DESKTOP EDAC W/TONE REMOTE	9/12/2007	0	General Fund	\$6,096
III	17713	0	DESKTOP EDAC W/TONE REMOTE	9/12/2007	0	Fine & Forfeiture Fund	\$6,096
III	17714	0	DESKTOP EDAC W/TONE REMOTE	9/12/2007	0	Fine & Forfeiture Fund	\$6,096
III	17715	0	DESKTOP EDAC W/TONE REMOTE	9/12/2007	0	Fine & Forfeiture Fund	\$6,096
III	17841	0	DESKTOP EDAC W/TONE REMOTE	7/12/2007	0	Fine & Forfeiture Fund	\$5,126
III	17841	1	LIC INTERFACE MOD	2/27/2008	1	Fine & Forfeiture Fund	\$200
III	17842	0	DESKTOP EDAC W/TONE REMOTE	7/12/2007	0	Fine & Forfeiture Fund	\$5,033
III	17842	1	LIC INTERFACE MOD	2/27/2008	0	Fine & Forfeiture Fund	\$200
III	17843	0	DESKTOP EDAC W/TONE REMOTE	7/12/2007	0	Fine & Forfeiture Fund	\$5,033
III	17843	1	LIC INTERFACE MOD	2/27/2008	0	Fine & Forfeiture Fund	\$200
III	17844	0	DESKTOP EDAC W/TONE REMOTE	7/12/2007	0	Fine & Forfeiture Fund	\$5,033
III	17845	0	DESKTOP EDAC W/TONE REMOTE	8/21/2007	0	Fine & Forfeiture Fund	\$6,646
III	18749	0	EXACOM DIGITAL VOICE RECORDER	7/9/2009	0	Grant	\$99,812
III	18791	0	MOBILE RADIO	7/26/2009	0	Grant	\$3,690
III	18963	0	SWITCH	9/30/2009	0	Grant	\$1,318
III	18964	0	SWITCH	9/30/2009	0	Grant	\$1,318
III	18965	0	SWITCH	9/30/2009	0	Grant	\$1,318
III	18966	0	SWITCH	9/30/2009	0	Grant	\$1,318
III	19163	0	DATABASE SERVER	3/25/2010	0	Grant	\$124,415
III	19164	0	RACK ASSY PATRIOT	3/25/2010	0	General Fund	\$40,066
III	19165	0	RACK ASSY PATRIOT	3/25/2010	0	General Fund	\$40,066
III	19167	0	STATS CPU	3/25/2010	0	General Fund	\$40,066
III	19168	0	DATABASE SERVER	3/25/2010	0	Grant	\$124,415
III	19169	0	DATABASE SERVER "REGIONAL"	3/25/2010	0	Grant	\$124,415
III	19170	0	DATABASE SERVER "REGIONAL"	3/25/2010	0	Grant	\$124,415
III	19219	0	SENTINEL STATION W/MAPSTAR	3/25/2010	0	Grant	\$34,438
III	19220	0	SENTINEL STATION W/MAPSTAR	3/25/2010	0	Grant	\$34,438
III	19254	0	SWITCH	9/9/2010	0	General Fund	\$8,229
III	19257	0	SWITCH	9/9/2010	0	General Fund	\$8,592
III	19258	0	SWITCH	9/9/2010	0	General Fund	\$3,962
III	19259	0	SWITCH	9/9/2010	0	General Fund	\$3,962
III	19260	0	SWITCH	9/9/2010	0	General Fund	\$8,229
III	19272	0	COLOR COPIER	8/1/2010	0	Capital Projects Fund	\$12,342
III	19276	0	SWITCH MULTI-PRODUCT FAMILY	9/23/2010	0	Grant	\$2,397
III	19279	0	SWITCH 25FP ENHANCED MULTI	9/23/2010	0	Grant	\$3,654
III	19280	0	SWITCH 25FP ENHANCED MULTI	9/23/2010	0	Grant	\$3,654
III	19281	0	SWITCH 25FP ENHANCED MULTI	9/23/2010	0	Grant	\$3,654
III	19282	0	SWITCH 25FP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19283	0	SWITCH 25FP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19284	0	SWITCH 25FP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654

Phase I = Assets will be transferred on the commencement date of agreement.

Phase III = Assets labeled this phase may or may not transfer and will be formalized during transition period and approved by the County Administrator and the Sheriff.

Phase	Asset Id Number	Improvement Number	Asset Description	Acquisition Date	Estimated Life	Funding Type	Initial Cost
III	19285	0	SWITCH 2 SFP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19286	0	SWITCH 2 SFP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19287	0	SWITCH 2 SFP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19288	0	SWITCH 2 SFP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19289	0	SWITCH 2 SFP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19290	0	SWITCH 2 SFP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19291	0	SWITCH 2 SFP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19292	0	SWITCH 2 SFP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19293	0	SWITCH 2 SFP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19294	0	SWITCH 2 SFP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19295	0	SWITCH 2 SFP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19296	0	SWITCH 2 SFP MULTI FUNCTION	9/23/2010	0	Grant	\$3,654
III	19297	0	1000 BASE ZX	9/23/2010	0	Grant	\$2,437
III	19298	0	1000 BASE ZX	9/23/2010	0	Grant	\$2,437
III	19299	0	1000 BASE ZX	9/23/2010	0	Grant	\$2,437
III	19300	0	1000 BASE ZX	9/23/2010	0	Grant	\$2,437
III	19301	0	SWITCH 4 SFP ENH MULTI-LAYER	9/23/2010	0	Grant	\$13,414
III	19302	0	SWITCH 4 SFP ENH MULTI-LAYER	9/23/2010	0	Grant	\$13,414
III	19303	0	SWITCH SFP ENHANCED MULTILAYER	9/23/2010	0	Grant	\$7,314
III	19304	0	SWITCH SFP ENHANCED MULTILAYER	9/23/2010	0	Grant	\$7,314
III	19305	0	SWITCH SFP ENHANCED MULTILAYER	9/23/2010	0	Grant	\$7,314
III	19306	0	SWITCH SFP ENHANCED MULTILAYER	9/23/2010	0	Grant	\$7,314
III	19307	0	SERVER 15 CHANNEL VOIP FOR SEN	9/30/2010	0	General Fund	\$18,991
III	19308	0	RACK DELL	9/30/2010	0	Capital Projects Fund	\$1,496
III	19309	0	RACK DELL	9/30/2010	0	General Fund	\$3,071
III	19310	0	RACK DELL	9/30/2010	0	General Fund	\$3,071
III	19311	0	RACK DELL	9/30/2010	0	General Fund	\$1,493
III	19312	0	RACK DELL	9/30/2010	0	General Fund	\$1,493
III	19313	0	RACK DELL	9/30/2010	0	General Fund	\$1,493
III	19314	0	CPU W/A MONITORS	10/28/2010	0	General Fund	\$3,499
III	19411	0	CONSOLE WORKSTATION	12/9/2010	0	General Fund	\$71,328
III	19412	0	CONSOLE WORKSTATION	12/9/2010	0	General Fund	\$73,459
III	19413	0	CONSOLE WORKSTATION	12/9/2010	0	General Fund	\$93,518
III	19414	0	CONSOLE WORKSTATION	12/9/2010	0	General Fund	\$50,680
III	19448	C	PORTABLE RADIO HH	4/15/2011	0	Donation	\$3,720
III	19449	C	PORTABLE RADIO HH	4/15/2011	0	Donation	\$3,720
III	19450	C	PORTABLE RADIO HH	4/15/2011	0	Donation	\$3,720
III	19551	C	CREDENZA HUTCH AND CORNER UNIT	11/10/2010	0	General Fund	\$2,216
III	19568	C	CHAIR FOR EDC STATIONS	11/10/2010	0	General Fund	\$1,098
III	19574	C	CHAIR FOR EDC STATIONS	11/10/2010	0	General Fund	\$1,098
III	19589	C	CHAIR FOR EDC STATIONS	11/10/2010	0	General Fund	\$1,098
III	19582	C	CHAIR FOR EDC STATIONS	11/10/2010	0	General Fund	\$1,098
III	19585	C	UHF CONTROL STATION	1/26/2011	0	Fine & Forfeiture Fund	\$1,795
III	19586	C	UHF CONTROL STATION	1/26/2011	0	Fine & Forfeiture Fund	\$1,795
III	19587	C	UHF CONTROL STATION	1/26/2011	0	Fine & Forfeiture Fund	\$1,795
III	19588	C	UHF CONTROL STATION	1/26/2011	0	Fine & Forfeiture Fund	\$1,795
III	19589	C	UHF CONTROL STATION	1/26/2011	0	Fine & Forfeiture Fund	\$1,795

Phase I = Assets will be transferred on the commencement date of agreement.

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Phase	Asset Id Number	Improvement Number	Asset Description	Acquisition Date	Estimated Life	Funding Type	Initial Cost
III	19590	0	UHF CONTROL STATION	1/26/2011	0	Fine & Forfeiture Fund	\$1,795
III	19591	0	UHF CONTROL STATION	1/26/2011	0	Fine & Forfeiture Fund	\$1,795
III	19592	0	UHF CONTROL STATION	1/26/2011	0	Fine & Forfeiture Fund	\$1,795
III	19593	0	VHF CONTROL STATION	1/26/2011	0	Fine & Forfeiture Fund	\$1,735
III	19594	0	VHF CONTROL STATION	1/26/2011	0	Fine & Forfeiture Fund	\$1,735
III	19676	0	ARUBA CONTROLLER	9/23/2010	0	Capital Projects Fund	\$6,997
III	19741	0	PEDESTAL DESK	9/14/2011	0	General Fund	\$1,335
III	19742	0	MIDLAND 100 WATT BASE	9/14/2011	0	Fine & Forfeiture Fund	\$8,000
III	19743	0	MIDLAND 100 WATT BASE	9/14/2011	0	Fine & Forfeiture Fund	\$8,000
III	19744	0	MIDLAND 100 WATT BASE	9/14/2011	0	Fine & Forfeiture Fund	\$8,000
III	19747	0	ANTENNA SYSTEM	9/14/2011	0	Fine & Forfeiture Fund	\$40,225
III	19748	0	ANALOG VHF UNIT	9/14/2011	0	Fine & Forfeiture Fund	\$6,636
III	19749	0	ANTENNA PAGING SYSTEM	9/29/2011	0	Fine & Forfeiture Fund	\$6,032
III	19751	0	250 WATT POWER SUPPLY	9/29/2011	0	Fine & Forfeiture Fund	\$5,950
III	19752	0	110 WATT REPEATER	11/4/2010	0	Fine & Forfeiture Fund	\$6,625
III	19755	0	DUPLEXER	11/4/2010	0	Fine & Forfeiture Fund	\$2,025
III	19756	0	ANALOG RADIO UNIT	9/14/2011	0	Fine & Forfeiture Fund	\$6,036
III	19757	0	ANALOG RADIO UNIT	9/14/2011	0	Fine & Forfeiture Fund	\$6,636
III	19758	0	250 WATT AMP POWER SUPPLY	9/14/2011	0	Fine & Forfeiture Fund	\$5,950
III	19835	0	SWITCH	9/30/2011	0	General Fund	\$2,086
III	19836	0	SWITCH	9/30/2011	0	General Fund	\$2,086
III	19837	0	SWITCH	9/30/2011	0	General Fund	\$2,086
III	19838	0	SWITCH	9/30/2011	0	General Fund	\$2,086
III	19841	0	GATEWAY (1/2 RACKSPACE "BLUE")	9/30/2011	0	General Fund	\$10,392
III	19842	0	GATEWAY (1/2 RACKSPACE "BLUE")	9/30/2011	0	General Fund	\$10,392
III	19843	0	GATEWAY (1/2 RACKSPACE "BLUE")	9/30/2011	0	General Fund	\$10,392
III	19931	0	SENTINEL PATRIOT	5/25/2012	0	E-911 Fund	\$17,638
III	19932	0	SENTINEL PATRIOT	5/25/2012	0	E-911 Fund	\$17,638
III	19933	0	SENTINEL PATRIOT	5/25/2012	0	E-911 Fund	\$17,638
III	19934	0	SENTINEL PATRIOT	5/25/2012	0	E-911 Fund	\$17,638
III	19935	0	SENTINEL PATRIOT	5/25/2012	0	E-911 Fund	\$17,638
III	20199	0	SOLACOM ROUTER	9/30/2012	0	Grant	\$386,931
III	20177	0	ANTENNA/ REPLACEMENT	7/18/2013	0	Radio Communication Fund	\$8,920
III	20250	0	FIBER CONNECTION	12/13/2012	0	Radio Communication Fund	\$7,605
III	20257	0	FIBER CONNECTION	12/13/2012	0	Radio Communication Fund	\$15,211
III	20258	0	FIBER CONNECTION	12/13/2012	0	Radio Communication Fund	\$7,605
III	20639	0	AED	9/30/2014	0	Grant	\$1,099
III	20703	0	SERVER	3/11/2015	0	General Fund	\$7,001
III	20704	0	SERVER	3/11/2015	0	General Fund	\$7,001
III	20735	0	SERVER	3/16/2015	0	General Fund	\$3,874
III	20742	0	SERVER	3/27/2015	0	General Fund	\$3,986
III	20762	0	SERVER	4/1/2015	0	General Fund	\$4,562
III	20891	0	CPU	9/22/2015	0	E-911 Fund	\$2,144
III	20892	0	CPU	9/22/2015	0	E-911 Fund	\$2,144
III	20893	0	CPU	9/22/2015	0	E-911 Fund	\$2,144
III	20894	0	CPU	9/22/2015	0	E-911 Fund	\$2,144
III	20895	0	CPU	9/22/2015	0	E-911 Fund	\$2,144

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Phase	Asset Id Number	Improvement Number	Asset Description	Acquisition Date	Estimated Life	Funding type	Initial Cost
III	20896	0	CPU	9/22/2015	0	E-911 Fund	\$2,144
III	20897	0	CPU	9/22/2015	0	E-911 Fund	\$2,144
III	20898	0	CPU	9/22/2015	0	E-911 Fund	\$2,144
III	21401	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21402	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21403	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21404	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21405	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21406	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21407	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21408	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21409	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21410	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21411	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21412	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21413	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21414	0	911 PC	7/20/2015	5	E-911 Fund	\$28,503
III	21415	0	911 LAPTOP	7/20/2015	5	E-911 Fund	\$28,503
III	21416	0	911 LAPTOP	7/20/2015	5	E-911 Fund	\$28,503
III	21417	0	911 LAPTOP	7/20/2015	5	E-911 Fund	\$28,503
III	21418	0	911 LAPTOP	7/20/2015	5	E-911 Fund	\$28,503
III	21419	0	911 LAPTOP	7/20/2015	5	E-911 Fund	\$28,503
III	21420	0	911 LAPTOP	7/20/2015	5	E-911 Fund	\$28,503
III	21466	0	DUPLEXER	9/30/2015	0	Radio Communication Fund	\$2,400
III	21481	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,259
III	21482	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,304
III	21483	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,304
III	21484	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,259
III	21485	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,225
III	21486	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,225
III	21487	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,259
III	21488	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,225
III	21489	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,259
III	21490	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,225
III	21491	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,304
III	21492	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,259
III	21493	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,259
III	21494	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,304
III	21495	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,225
III	21496	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,304
III	21497	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,225
III	21498	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,225
III	21499	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,259
III	21500	0	CHAIR FOR EOC STATION	9/14/2015	7	E-911 Fund	\$1,225
III	21501	0	CONSOLE WORKSTATION	9/14/2015	7	E-911 Fund	\$17,331
III	21527	0	BASE RADIO	9/30/2015	7	Radio Communication Fund	\$8,400
III	21528	0	BASE RADIO	9/30/2015	7	Radio Communication Fund	\$8,400

Phase I = Assets will be transferred on the commencement date of agreement.

Phase III = Assets labeled this phase may or may not transfer and will be formalized during transition period and approved by the County Administrator and the Sheriff.

Phase	Asset Id Number	Improvement Number	Asset Description	Acquisition Date	Estimated Life	Funding Type	Initial Cost
III	21530	0	911 COMPUTER	3/15/2016	3	General Fund	\$2,124
III	21566	0	ANTENNA	9/30/2016	7	Radio Communication Fund	\$3,383
III	21567	0	ANTENNA	9/30/2016	7	Radio Communication Fund	\$9,116
III	21568	0	OUTDOOR CABINET	9/30/2016	7	Radio Communication Fund	\$13,500
III	21569	0	UPS POWER SYSTEM 3 KW	9/30/2016	3	Radio Communication Fund	\$2,450
III	21570	0	ANTENNA	9/30/2016	7	Radio Communication Fund	\$11,132
III	21631	0	CREDENZA STORAGE CAB XYBIX	2/5/2017	7	E-911 Fund	\$2,323
III	21722	0	911 CALLTAKING WORKSTATION	7/11/2017	5	E-911 Fund	\$24,051
III	09Z1937E	0	30KW GENERATOR/TRANSFER SWITCH	1/7/2011	0	Donation	\$10,000

Phase I = Assets will be transferred on the commencement date of agreement.

Phase III = Assets labeled this phase may or may not transfer and will be formalized during transition period and approved by the County Administrator and the Sheriff.



**ATTACHMENT "C"**

**FUNDING**

Annual Budget	FY 2019 Proposed FTE = 21, PT=2		9 Month Budget	FY 2019 Jan 3 - Sep 30 Proposed FTE = 21, PT=2	
<b>Personnel Expenses</b>			<b>Personnel Expenses</b>		
Regular Payroll	\$	869,948	Regular Payroll	\$	652,461
Social Security		66,551	Social Security		49,913
Retirement		68,070	Retirement		51,053
Workers Compensation		12,161	Workers Compensation		9,120
Insurance		252,306	Insurance		189,230
<b>Total Personnel</b>	<b>\$</b>	<b>1,269,036</b>	<b>Total Personnel</b>	<b>\$</b>	<b>951,777</b>
<b>Operational Expenses</b>			<b>Operational Expenses</b>		
Professional Liability	\$	6,570	Professional Liability	\$	4,927
Automobile Liability		758	Automobile Liability		568
Automobile Collision		408	Automobile Collision		306
Auto Repair and Maintenance		1,300	Auto Repair and Maintenance		975
Tires		1,140	Tires		855
Fuel		5,777	Fuel		4,333
Support Allocation		103,908	Support Allocation		77,931
<b>Total Operational</b>	<b>\$</b>	<b>119,861</b>	<b>Total Operational</b>	<b>\$</b>	<b>89,896</b>
<b>Capital Expense</b>			<b>Capital Expense</b>		
Vehicles	\$	7,657	Vehicles	\$	5,743
<b>Total Capital</b>	<b>\$</b>	<b>7,657</b>	<b>Total Capital</b>	<b>\$</b>	<b>5,743</b>
<b>TOTAL CONTRACT</b>	<b>\$</b>	<b>1,396,554</b>	<b>Total Contract</b>	<b>\$</b>	<b>1,047,416</b>

One Time Payment-SmartCop CAD \$ 93,490  
 Adjustment (Insurance Jan-Employee) \$ -21,026  
 Total Payments Inclusive Adjustments FY2019 \$ 1,119,880

As detailed in the Funding Section (A) of Agreement

FY2019 Monthly Draw Schedule	
Jan-19	\$188,844
Feb-19	\$116,380
Mar-19	\$116,380
Apr-19	\$116,380
May-19	\$116,380
Jun-19	\$116,380
Jul-19	\$116,380
Aug-19	\$116,380
Sep-19	\$116,380
<b>Total Draw</b>	<b>\$1,119,880</b>

**ATTACHMENT "D"**

**CONTRACTS**

Vendor Name	Invoice No	Invoice Date	Invoice Due	Invoice Type	Invoice Status	Invoice Amount	Invoice Balance	Invoice Term	Invoice Comment	Invoice Reference	Invoice Description	Invoice Detail	Invoice Total	Invoice Tax	Invoice Total Tax	Invoice Total Net	Invoice Total Gross	Invoice Total Net Tax	Invoice Total Gross Tax	Invoice Total Net Tax	Invoice Total Gross Tax	
ABC COMPANY	1001	2023-01-01	2023-01-15	Standard	Open	1000.00	1000.00	Net 15	Payment for services	1000.00	1000.00	1000.00	0.00	0.00	1000.00	1000.00	0.00	0.00	1000.00	1000.00	0.00	0.00
DEF COMPANY	1002	2023-01-05	2023-01-20	Standard	Open	2000.00	2000.00	Net 20	Payment for materials	2000.00	2000.00	2000.00	0.00	0.00	2000.00	2000.00	0.00	0.00	2000.00	2000.00	0.00	0.00
GHI COMPANY	1003	2023-01-10	2023-01-25	Standard	Open	3000.00	3000.00	Net 25	Payment for labor	3000.00	3000.00	3000.00	0.00	0.00	3000.00	3000.00	0.00	0.00	3000.00	3000.00	0.00	0.00
JKL COMPANY	1004	2023-01-15	2023-01-30	Standard	Open	4000.00	4000.00	Net 30	Payment for equipment	4000.00	4000.00	4000.00	0.00	0.00	4000.00	4000.00	0.00	0.00	4000.00	4000.00	0.00	0.00
MNO COMPANY	1005	2023-01-20	2023-02-05	Standard	Open	5000.00	5000.00	Net 15	Payment for software	5000.00	5000.00	5000.00	0.00	0.00	5000.00	5000.00	0.00	0.00	5000.00	5000.00	0.00	0.00
PQR COMPANY	1006	2023-01-25	2023-02-10	Standard	Open	6000.00	6000.00	Net 15	Payment for training	6000.00	6000.00	6000.00	0.00	0.00	6000.00	6000.00	0.00	0.00	6000.00	6000.00	0.00	0.00
STU COMPANY	1007	2023-02-01	2023-02-15	Standard	Open	7000.00	7000.00	Net 15	Payment for consulting	7000.00	7000.00	7000.00	0.00	0.00	7000.00	7000.00	0.00	0.00	7000.00	7000.00	0.00	0.00
VWX COMPANY	1008	2023-02-05	2023-02-20	Standard	Open	8000.00	8000.00	Net 15	Payment for maintenance	8000.00	8000.00	8000.00	0.00	0.00	8000.00	8000.00	0.00	0.00	8000.00	8000.00	0.00	0.00
YZA COMPANY	1009	2023-02-10	2023-02-25	Standard	Open	9000.00	9000.00	Net 15	Payment for insurance	9000.00	9000.00	9000.00	0.00	0.00	9000.00	9000.00	0.00	0.00	9000.00	9000.00	0.00	0.00
BCD COMPANY	1010	2023-02-15	2023-03-01	Standard	Open	10000.00	10000.00	Net 15	Payment for legal fees	10000.00	10000.00	10000.00	0.00	0.00	10000.00	10000.00	0.00	0.00	10000.00	10000.00	0.00	0.00