

**DISPATCH COMMUNICATION SERVICES INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORAL SPRINGS AND THE CITY OF COCONUT CREEK, FLORIDA**

THIS AGREEMENT, made and entered into the ____ day of _____, 20 ____,
("Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

THE CITY OF COCONUT CREEK, FLORIDA

a municipal corporation
4800 West Copans Road
Coconut Creek, Florida 33063
(hereinafter referred to as "AGENCY")

WHEREAS, the Florida Constitution and Chapter 166, Florida statutes provide for home rule powers, and

WHEREAS, Part I of Chapter 163, Florida Statutes permits public agencies to enter into Interlocal Agreements for the performance of service functions of public agencies; and

WHEREAS, CITY has a communications center capable of providing Dispatch Communication Services, as defined here; and

WHEREAS, AGENCY desires CITY to provide Dispatch Communication Services for its public safety service, and CITY is willing to provide those services for a reasonable fee acceptable to the parties; and

WHEREAS, this Agreement is expressly conditioned upon the City of Margate utilizing the City as its Dispatch Communications Services provider; and

WHEREAS, AGENCY understands that CITY will need to establish the resources to provide the Dispatch Communication Services, and agrees to the implementation schedule attached as Exhibit "A"; and

WHEREAS, the Parties agree that entering into this Agreement is for the benefit of the health, safety, and welfare for the residents, businesses, and visitors of both parties.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

The purpose of this Agreement is for CITY to provide Dispatch Communication Services to AGENCY.

SECTION 3. DEFINITIONS

Words used throughout this Agreement shall have the following definitions:

Dispatch Communication Services:

- a) Police and fire radio traffic, police and fire telephone call taking (emergency, E-911, non-emergency, text-to-911), and computer (mobile data terminal) operations and associated applications communications;
- b) Electronic access to the computer aided dispatch ("CAD") network for the purpose of accessing historical CAD call reports, provided that such access may be limited by a *force majeure event*;
- c) Access to a Motorola P25 800MHz Trunked Radio System or comparable or better radio system ("Radio System") for the purpose of emergency and routine radio communications relating to police and fire services, provided that such access may be limited by preplanned routine maintenance or a *force majeure event*; and
- d) Recording of radio traffic on the Radio System and telephone calls to the Public Safety Answering Point ("PSAP") not on a 911 line (recording of 911 calls are stored by Broward County), and providing electronic access to the recordings thereof. The electronic access to records will be provided via password protected website or other electronic means; and
- e) Maintaining the E911 master street address guide for all areas located in the jurisdictional boundaries of AGENCY.

Radio: Any item capable of transmitting and receiving on the Radio System, such items include, but are not limited to, mobile radios, portable radios, and fire station alerting systems.

Municipal boundaries: the boundaries of AGENCY as established by law.

Go-Live: the day that the Dispatch Communication Services will be placed into operation for the intended use by all of AGENCY's end-users.

SECTION 4. RESPONSIBILITIES OF CITY

The Parties agree that the CITY shall:

- a) Provide twenty-four (24) hour a day Dispatch Communication Services for AGENCY;
- b) Provide AGENCY Dispatch Communication Services utilizing best reasonable efforts;
- c) Promulgate policies, procedures, performance standards, and rules relating to access, usage, goals, and objectives as it relates to Dispatch Communications Services. Access to the most up to date policies, procedures, performance standards, are provided to CITY through the AGENCY portal as may be amended from time to time by CITY in its sole discretion after providing notice to each agency.
- d) Prioritize calls for service and radio dispatching based on the priority of the call for service, as determined solely by CITY;
- e) Assist with training AGENCY as may be required upon promulgation of policies, procedures, and rules relating to access, usage, goals and objectives in relation to Dispatch Communications Services;
- f) Upon request of AGENCY, provide e-agent FCIC/NCIC or query only teletype services for qualified and approved law enforcement officials;
- g) If possible, as determined by CITY, and upon request by AGENCY, provide an on scene incident dispatcher for high risk special weapons and tactics team callouts and large scale emergencies;
- h) Maintain Geographic Information System (GIS) roadway, address point, and boundary data for all locations within the municipal boundaries of the AGENCY when such GIS information is provided by AGENCY;
- i) Provide Dispatch Communications Services at National Emergency Number Association and/or Association of Public Safety Communications Officials ANSI Standards as may be amended from time to time;
- j) Represent AGENCY at all Broward County E-911 PSAP meetings;
- k) Maintain complete control and discretion in the procurement and allocation of personnel and all other resources for the provision of Dispatch Communication Services;
- l) Maintain complete control of the Radio System and the devices accessing or connecting thereto;

- m) Analysis of data to create reports from CAD data;
- n) Provide an electronic portal or portals to AGENCY available with 24 hours a day/7 days a week access, subject to a force majeure event or reasonable downtime for maintenance and other routine matters, to obtain: (1) CAD data for AGENCY to retrieve reports for calls for service within the municipal boundaries of AGENCY; (2) recordings of telephone calls for service received at the PSAP from within the municipal boundaries of AGENCY; and (3) recordings of AGENCY's radio traffic on the Radio System.
- o) Maintain and destroy the types of records delineated in subsection 4. n) above (except for 911 calls that are stored by Broward County), above, in accordance with the appropriate general records retention schedule promulgated and approved by the Florida Department of State, Division of Library and Information Services provided that the records maintained shall be held for a minimum of thirty (30) days;
- p) Store the types of records delineated in subsection 4. n) above (except for 911 calls that are stored by Broward County), above, on a secured Criminal Justice Information Systems compliant server owned by the CITY;
- q) Provide community representation at AGENCY meetings and/or events so long as CITY personnel is available and the request of AGENCY is made at least three (3) business days in advance; and
- r) Upon request of AGENCY, provide raw computer aided dispatch information, but not access to the server, so that AGENCY may create custom reports. To assist with reporting, a data analyst is funded by AGENCY in an amount not to exceed fifty percent (50%) of actual cost of the position.

SECTION 5. RESPONSIBILITIES OF AGENCY

The Parties agree that AGENCY shall:

- a) Abide by all policies, procedures, and rules relating to access, usage, goals, and objectives as it relates to Dispatch Communications services attached as Exhibit "C", and as may be amended from time to time by CITY in its sole discretion;
- b) Provide training to its employees that will utilize the Dispatch Communications Services on policies, procedures, and rules promulgated by CITY for the access and usage of the Radio System;
- c) Be responsible for purchasing and maintaining Radios that are approved by CITY and compatible with the Radio System;

- d) Have a maintenance contract in effect for yearly preventative maintenance with the manufacturer or an authorized maintenance provider for the maintenance of Radios throughout the duration of this Agreement;
- e) Provide to CITY no later than September 30 of each year documentation evidencing that preventative maintenance has been completed for that fiscal year;
- f) Promptly deactivate any Radio from accessing the Radio System that may jeopardize the functionality of the Radio System or any Radio that has not been maintained in accordance with the Radio manufacturer's guidelines;
- g) Keep and maintain a full and complete inventory of all Radios and, 90 days before Go-Live, provide CITY the full inventory of Radios;
- h) Immediately notify CITY of any additions, modifications, or deletions to the inventory of Radios throughout the term of this Agreement;
- i) Immediately notify CITY of any misplaced, lost, or stolen Radio;
- j) Be responsible for purchasing and maintaining computers or similar electronic devices that meet Criminal Justice Information Systems Standards and that are able to run and access Superion One Solution Public Safety mobile client and any upgrade or replacement thereto;
- k) Purchase and/or maintain, at AGENCY's own expense, licenses and maintenance for Superion One Solution Public Safety mobile client or any replacement thereto for end-user computers or similar electronic devices; If CITY changes the CAD system or mobile client software, AGENCY will have advisory only input regarding replacement;
- l) Install, train, and implement the Superion One Solution Public Safety mobile client no later than ninety (90) days before Go-Live;
- m) Notify CITY of any planned special events at least thirty (30) days in advance, unless otherwise approved by CITY's Chief of Police in writing. In the event that AGENCY requests additional staffing for a special event or the event requires, as determined by CITY, additional dispatch staffing for the event, AGENCY agrees that it shall pay all personnel costs;
- n) Provide to CITY, no later than one-hundred and eighty (180) days before Go-Live, in an electronic format acceptable to CITY, GIS roadway, address point, and boundary information for all locations within the municipal limits of AGENCY and AGENCY shall promptly notify and provide CITY of any updates to same;
- o) Be responsible for obtaining reports for AGENCY's calls for service utilizing the electronic portal provided by CITY;

- p) Utilize the electronic portal provided by CITY to retrieve and maintain radio transmission and telephone audio recordings;
- q) Utilize the electronic portal provided by CITY to fulfill public records requests, subpoenas deuces tecum, and other requests for records sent to AGENCY;
- r) Keep confidential information from disclosure that is confidential or exempt, pursuant to Florida's public records law, and redact all confidential and exempt information from any and all records retrieved from the electronic portals that CITY provides to AGENCY;
- s) Promptly notify CITY of any Demand for Preservation of Evidence related to documents or records that may be stored by CITY for the provision of Dispatch Communication Services;
- t) Promptly notify the CITY's on-duty dispatch supervisor of any activation of a critical incident stress management or debriefing team that results from any call for service received by CITY and dispatched to AGENCY; and
- u) Establish at its own expense network connectivity with the City of Coral Springs.

SECTION 6. COMPENSATION

6.01 All payments for services shall be non-refundable and in accordance the Compensation Schedule, attached hereto and incorporated herein as Exhibit "B", and invoiced by CITY monthly in arrears. Such invoice shall be paid by AGENCY within thirty (30) calendar days after such invoice is sent to AGENCY. If the invoice is not paid by the thirty-first (31st) calendar day after the invoice is sent, the amount invoiced is subject to one (1) percent simple interest per month.

6.02 In the event that AGENCY's municipal boundaries or service area for police and/or fire service increases or decreases after the Effective Date, the parties shall enter into good faith negotiations for an adjustment in the compensation provided for herein.

6.03 In the event that incoming phone calls received at the PSAP specific to AGENCY increase by more than fifteen (15) percent in any fiscal year from the previous fiscal year or twenty-five (25) percent over a two (2) fiscal year period, the Parties agree to engage in good faith negotiations to modify this Agreement as may be needed. The base year shall be established one (1) year after the official Go-Live date and PSAP incoming phone calls shall be determined by the AGENCY specific trunk lines.

6.04 The pricing contained in Exhibit "B" is predicated upon the cities of Parkland, Margate, and Coconut Creek joining and/or maintaining CITY as their Dispatch Communication Services provider. In the event that any of the foregoing cities do not enter into a contract for Dispatch Communication Services or terminate their contract for Dispatch Communication Services, the Parties shall meet and engage in good faith negotiations to amend Exhibit "B" to reflect the increased pro-rata cost in Dispatch Communication Services. Similarly, if another public safety entity enters into a contract with CITY for Dispatch Communications Services, the Parties shall meet and engage in good faith negotiations to amend Exhibit "B". In the event that the Parties are

not able to reach an agreement on the increased cost, the Parties shall enter into mediation to determine the increased costs pursuant to this subsection. In the event multiple parties are part of the mediation, each party shall pay a pro-rata amount related to the mediation.

6.05 Unless otherwise provided for in this Agreement, the below services are expressly excluded from the Compensation Schedule attached as Exhibit “B”. If desired by AGENCY, AGENCY is responsible for contracting at their own expense with a service provider of their choosing, for the following items:

- a) Computer programming and development;
- b) All capital and infrastructure costs; and
- c) Custom reporting.

6.06 During the term of this Agreement, each fiscal year AGENCY’s City Manager or other appropriate official shall include in the budget submitted to AGENCY’s City Commission for approval the amount necessary to fund AGENCY’s financial obligations pursuant to this Agreement.

6.07 The Parties agree that if the Radio System and/or computer aided dispatch system requires replacement then the amount AGENCY pays toward depreciation will be credited towards the capital cost of a new Radio System and/or computer aided dispatch system in the initial term and any subsequent renewals. At termination of this Agreement or termination of any renewal of this Agreement, the CITY shall retain all amounts paid for depreciation.

SECTION 7. TERM OF AGREEMENT

This Agreement will commence on the Effective Date and shall terminate on December 31, 2029, unless otherwise terminated pursuant to Section 8 of this Agreement. This Agreement may be renewed for two (2) additional five (5) year periods.

SECTION 8. TERMINATION

8.01 In the event either party shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the non-defaulting party shall give the other party written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within thirty (30) calendar days thereof. In the event the other party has failed to correct the condition(s) of the default, the non-defaulting party shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the defaulting party shall be liable for any and all damages permitted by law arising from the default and breach of this Agreement.

8.02 The parties recognize that there are employees of CITY (hereinafter, “Employees”) providing services to AGENCY. It is the mutual intent of the parties that in the event this Agreement is terminated, not renewed, and/or not renegotiated after the term of this Agreement, or otherwise the contractual relationship for the services provided by this Agreement ends between

the parties, for any reason other than termination by CITY or a material default by CITY which causes the contract to be terminated, that certain Employees, as determined by CITY, that were hired to provide services for AGENCY obtain employment with AGENCY or AGENCY's successor provider of Dispatch Communication Services. To fulfill the intent of the parties, the parties agree as follows:

- a) AGENCY agrees to employ, or require a successor Dispatch Communications Services provider to employ the seventeen (17) least senior Employees hired after the Effective Date of this Agreement of CITY that occupy the positions added to fulfill the requirements of this Agreement. In the event both Coconut Creek and Margate terminate this Agreement simultaneously or this Agreement is not renewed by both parties at the same time, the following procedure shall determine which employee is assigned to which agency: the least senior thirty-four (34) employees hired after the effective date of this Agreement to fulfill the requirements of this Agreement shall be assigned a number from one (1) to thirty-four (34). The least senior employee shall be assigned the number one (1) and each senior employee a higher number. In such a situation, Margate shall be required to fulfill the requirements of this Section 8.02 to each employee with an odd number. Coconut Creek shall be required to fulfill the requirements of this Section 8.02 to each employee with an even number.
- b) Employees shall become employees of AGENCY or the successor Dispatch Communication Services provider for a minimum of twelve (12) months, provided that AGENCY or the successor Dispatch Communications Services Provider may terminate employment earlier for violation of any rules and regulations of AGENCY or the successor Dispatch Communications Provider in accordance with the rules and policies in place at that time.
- c) AGENCY will accept the transfer of an amount not to exceed 120 hours of accrued sick time and 120 hours of accrued annual leave and 120 hours of compensatory time per employee hired after the Effective Date and transferred to AGENCY. If AGENCY selects a successor Dispatch Communications Services provider, then AGENCY will ensure that it will accept the transfer of accrued sick time and accrued annual leave and compensatory time per employee hired after the Effective Date, outlined above.
- d) Employees transferred to AGENCY or a successor Dispatch Communications Services provider shall be provided with the length of time served with CITY for purposes of eligibility for promotional opportunities.
- e) Commencing with the beginning of employment with AGENCY, AGENCY shall provide the Employees a compensation and benefits package that is comparable to a similarly situated employee of like experience and qualifications with AGENCY or if AGENCY selects a successor Dispatch Communications Services provider, then the AGENCY shall ensure that successor Dispatch Communications Services provider shall provide the employees with a compensation and benefit package that is comparable to a similarly situated employee of life experience and qualifications with the successor Dispatch Communications Services provider.

- f) Employees who have completed probation with CITY shall not serve an initial probationary period with AGENCY and if AGENCY selects a successor Dispatch Communications Services provider, then the AGENCY shall ensure that employees that have completed probation with CITY do not have to complete an initial probationary period with AGENCY's successor Dispatch Communications Services provider. Employees that are transferred to AGENCY or a successor Dispatch Communications Services provider that are currently on probation at the time of transfer shall continue to be on probation until such probation would have ended with CITY.

SECTION 9. IMMUNITIES AND INDEMNIFICATION

Nothing contained in this Agreement shall be construed to constitute a transfer of powers in anyway whatsoever. This Agreement is solely an Interlocal Agreement to provide services, including, without limitations, services as authorized by Chapter 163, *Florida Statutes*. AGENCY and CITY shall each retain all legislative authority with regard to the respective governing bodies. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and other benefits which apply to the activity of the officers, agents, or employees of any public agency when performing their respective functions within the territorial limits for the respective agency shall apply to the same degree and extent to the performance of such functions and duties of those officers, agents, or employees extra-territorially under the provisions of this Interlocal Agreement.

AGENCY shall indemnify, defend, and hold harmless the CITY from and against any actions, claims, or damages arising out of AGENCY's negligence in connection with this Agreement to the extent permitted by law. CITY shall indemnify, defend, and hold harmless AGENCY against any actions, claims, or damages arising out of CITY's negligence in connection to this Agreement, to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity for any party beyond the scope and limits set forth in Section 768.28, Florida Statutes.

SECTION 10. INSURANCE

10.01 CITY shall carry and maintain continuously throughout the term of this Agreement insurance to protect its personnel and equipment in the event of damage or destruction in an amount not less than One and One-Half Million Dollars (\$1,500,000.00) and shall provide its employees with Workers' Compensation Insurance as required by law. CITY shall furnish AGENCY with an original fully-executed certificate of said insurance, which certificate must provide for thirty (30) days' notice to AGENCY prior to cancellation.

10.02 AGENCY shall carry and maintain continuously throughout the term of this Agreement all-risk liability insurance in an amount not less than One and One-Half Million Dollars (\$1,500,000.00). CITY shall be named as additional insured and shall be furnished with an original fully executed certificate of said insurance, which certificate must provide for thirty (30) days' notice to CITY prior to cancellation unless AGENCY submits a letter certifying that AGENCY maintains a self-funded insurance program that is in compliance with Sections 324.171 and 768.28, Florida Statutes.

SECTION 11. INDEPENDENT CONTRACTOR STATUS

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CITY and its employees, volunteers and agents shall be and remain as independent contractors under this Agreement and not the AGENCY's employees or agents for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The CITY shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CITY's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CITY, which policies of CITY shall not conflict with City, State, or United States policies, rules or regulations relating to the use of CITY's funds provided for herein. The CITY agrees that it is a separate and independent enterprise from the AGENCY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not in any way be construed to create any joint partnerships, associations or any other kind of joint undertaking or venture between the parties hereto.

SECTION 12. COMPLIANCE WITH LAWS

The parties shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, and of any other public authority, which may be applicable to this Agreement. The AGENCY and CITY shall adhere to FDLE standards for CJIS compliance and remain in compliance at all times. AGENCY and CITY shall share the results of the technical audit and ensure any areas of non-compliance are properly addressed.

SECTION 13. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, both parties shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, familial status, disability, pregnancy, or veteran or service member status. Both parties will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin, age, familial status, disability, pregnancy, or veteran or service member status. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Both parties shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 14. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 15. FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by acts of God, fire, strike, casualty, civil or military authority, hurricanes, extreme inclement weather conditions; explosion, wars, insurrection, change of laws, if prohibited or inhibited by any county, state, or federal law or rule, or other event or circumstance not within the control of either party, and which cannot be overcome by reasonable diligence and without unusual and extraordinary expense.

SECTIONS 16. PUBLIC RECORDS

CITY shall keep such records and accounts and require any and all CITY'S Contractors and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for the provision of Dispatch Communication Services and any expenses for which AGENCY expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by AGENCY and shall be kept in accordance with the Florida Division of Library and Information Services (or its successor agency) GS1 or GS2 records retention schedule, whichever may be applicable.

AGENCY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is a Contractor acting on behalf of the AGENCY pursuant to Section 119.0701, Florida Statutes as amended from time to time, CITY shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, CITY agrees to:

16.01 Keep and maintain all records that ordinarily and necessarily would be required by the AGENCY in order to perform the services.

16.02 Upon request from the AGENCY's custodian of public records, provide the AGENCY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.

16.03 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CITY does not transfer the records to the AGENCY.

16.04 Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the CITY or keep and maintain public records required by the AGENCY to perform the services. If the CITY transfers all public records to the AGENCY upon completion of the services, the CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the services, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AGENCY, upon request from the AGENCY's custodian of public records, in a format that is compatible with the information technology systems of the AGENCY.

16.05 IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PUBLICRECORDS@COCONUTCREEK.NET, 4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063.

If CITY does not comply with this Section, the AGENCY shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

SECTION 17. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 18. THIRD PARTY BENEFICIARIES

The Parties do not intend that any person will have a cause of action against either Party as a third party beneficiary pursuant to this Agreement.

SECTION 19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

19.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

19.02 The parties to this Agreement knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

19.03 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 20. CONSTRUCTION OF AGREEMENT

20.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

20.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 21. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 22. NOTICES

21.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: City Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

COPY TO: City Attorney
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

AGENCY: City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

COPY TO: City Attorney
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

22.02 Each such notice shall be deemed delivered on the date delivered if by hand-delivery or overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and on the date of transmission with confirmed answer back if by facsimile or email.

SECTION 23. CYBER SECURITY

23.01 If the CITY reasonably believes that an account and/or password is being used misused in

any manner, the CITY may immediately cancel access to that account without notice to AGENCY. If more than one account and/or password is detected, the CITY may immediately block access to all users from the IP addresses associated with AGENCY.

23.02 If the CITY reasonably believes that AGENCY has a breach of security or if the CITY detects any type of security event from the AGENCY network, including but not limited to, a port scanner, vulnerability scanner, ransomware, exploit attempts, flood, the CITY may immediately and without notice restrict, suspend, or terminate AGENCY access to CITY's network.

23.03 AGENCY shall immediately notify CITY of any and all unauthorized use of any services provided pursuant to this Agreement. Further, AGENCY shall immediately notify CITY if AGENCY's network is breached by any means, including, but not limited to ransomware, viruses, malware, data information leakage, or hacking. CITY shall immediately notify AGENCY in the event of a breach of cyber security that may affect the computer systems AGENCY.

23.04 The CITY may investigate any reported breach of security and take any action that the CITY may deem appropriate, which includes without limitation, issuing warnings, suspending account access, terminating account access, and the complete shutdown of all electronic connections between CITY and AGENCY.

CITY shall not be liable for any loss that AGENCY may incur as a result of AGENCY's, or an account or password thereof, being improperly used. AGENCY shall be liable for any loss incurred by CITY as the result of misuse of an AGENCY account and/or password.

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and the CITY OF COCONUT CREEK have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

DEBRA THOMAS, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

ANDREW B. DUNKIEL, Assistant City Attorney

CITY OF COCONUT CREEK

ATTEST:

KAREN M. BROOKS,
City Manager

Date

LESLIE WALLACE MAY,
City Clerk

Date

Approved as to form and legal sufficiency:

TERRILL C. PYBURN,
City Attorney

Date