*VILLAGE OF LAZY LAKE*
MEETING MINUTES
VIA ZOOM VIDEO
TUESDAY, AUGUST 18, 2020
6:30 P.M.

**Village Council**
Mayor Evan Anthony
Council Member Ray Nyhuis
Council Member Carlton Kirby
Council Member Patrick Kaufman

Also in Attendance
Donald Lunny, Esquire
Lisa Tayar/Prototype
Richard Willard

1. Roll Call

The video meeting was called to order by Mayor Evan Anthony at 6:43 p.m. It was determined a quorum was present.

2. Approval of Meeting Minutes
   - 2.1 6/16/20 Regular Meeting
   - 2.2 7/29/20 Special Meeting
   - 2.3 7/31/20 Special Meeting

**Motion** made by Council Member Kirby, seconded by Council Member Nyhuis, to approve the minutes of the 6/16/20, 7/29/20, and 7/31/20 meetings. In a voice vote, the motion passed unanimously.

3. Consent Agenda

   3.1 Ratification of payments made for the following invoices:
   - a) Brinkley Morgan invoice #212561, $923.91
   - b) Top Dog Electric: Invoices #2126, $1,000 and #23760, $287.55
   - c) John Boisseau Reimburse for Top Dog Electric Service Call, $195.70
   - d) All other monthly invoices paid electronically since 6/16/20 [see attachment 3.1(d)]

**Motion** made by Council Member Kaufman, seconded by Council Member Kirby, to approve items 3.1(a) and 3.1(d). In a voice vote, the motion passed unanimously.

Items 3.1(b) and 3.1(c) were deferred to the next meeting at the request of Council Member Nyhuis pending receipt by Mayor Anthony of correspondence from Council Member Nyhuis outlining his concerns.

3.2 Such additional invoices as may be presented for ratification or payment, if provided for in the annual budget.

None.

4. New Business

4.1 Ratification of Amendment to Garbage, Vegetation, Bulk Trash Collection Agreement Between The Village of Lazy Lake and Waste Management Inc., of Florida

**Motion** made by Council Member Nyhuis, seconded by Council Member Kirby, to approve. In a voice vote, the motion passed unanimously.

4.2 First Amendment to Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System *and* First Amendment to the Regional Interlocal Agreement Between Broward County and the Village of Lazy Lake Providing for Cooperative Participation in a Regional Public Safety Intranet *(action item)*

**Motion** made by Council Member Nyhuis, seconded by Council Member Kaufman, to table item 4.2 to the next meeting. In a voice vote, the motion passed unanimously.

4.3 Council meeting schedule

Mayor Anthony stated that per the Charter, meetings are only required on a quarterly basis. At this time due to the budget, monthly meetings are necessary; however, revision of the meeting schedule can be discussed and considered at a future time.

4.4 Such other new business as may be taken up at the meeting.

As a walk-on item, Mr. Lunny proposed consideration of the following resolution.

> A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, PERTAINING TO THE SUBJECT OF VILLAGE GOVERNANCE; DECLARING VACANT TWO SEATS ON THE VILLAGE COUNCIL AS A RESULT OF RESIGNATIONS OF JOHN BOISSEAU AND SALLY BOISSEAU BY REASON OF THEIR RELOCATION OUTSIDE OF THE VILLAGE'S BOUNDARY; SOLICITING INTEREST FROM VILLAGE RESIDENTS CONCERNING THEIR DESIRE TO SERVE THE VILLAGE AS A COUNCIL MEMBER AND PROVIDING SOME INFORMATION IN CONNECTION THEREWITH; ANNOUNCING THE VILLAGE COUNCIL'S INTENDED TIMEFRAME TO MAKE APPOINTMENTS TO FILL SUCH VACANT OFFICES; REQUESTING THE MAYOR AND VILLAGE ADMINISTRATIVE ASSISTANT TO PROVIDE NOTICE SUBSTANTIALLY IN THE MANNER OUTLINED IN THE RESOLUTION; PROVIDING FINDINGS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

It was suggested by Mr. Lunny that the Resolution be approved and adopted, and that a notice be prepared for posting on the website, via email, and on the notice board advising of the Council

vacancies requesting that any person interested provide their name, address, and a brief statement of interest to the Administrative Assistant at clerk@lazylakefl.us. Appointment(s) will be considered at the next regular meeting on September 15, 2020. If no such appointment(s) are made, Mr. Lunny indicated that a special election will need to be held. He stressed there would be costs involved in such an undertaking. Mr. Lunny also noted a Village Council Member does not have to be a property owner, but must reside within Village limits.

**Motion** made by Council Member Kaufman, seconded by Council Member Nyhuis, to approve subject to finalization by legal counsel. In a voice vote, the motion passed unanimously.

5. Old Business - none

6. Village Attorney comments - none

7. Mayor comments
   7.1 Bulk pickup

Mayor Anthony noted that the bulk pickup schedule is posted on the website.

8. Council comments - none

9. Public Comments - none

10. Adjourn

With no further business to discuss, and upon motion duly made and seconded, the meeting concluded at 7:23 p.m.

Village Administrative Assistant

Evan Anthony, Mayor

3.1(A)

**Top Dog Electric INC.**
451 SE 9th Avenue
Pompano Beach, FL 33060 US
954-533-5005
guy@topdogelectricfl.com
www.topdogelectricfl.com



**BILL TO**
Village of Lazy Lake
John Boisseau - Council Member
2250 Lazy Ln
Fort Lauderdale, FL 33305

| | | | |
|---|---|---|---|
| **Permit Fee**<br>Permit Fees - City of Fort Lauderdale, Broward county Permit #20-00395 | 1 | 137.55 | 137.55 |
| **Permit Runner - Drop Off**<br>Permit Runner - Drop Off | 1 | 75.00 | 75.00 |
| **Permit Runner - Pickup**<br>Permit Runner - Pickup | 1 | 75.00 | 75.00 |

Permit fees and drop off and pick up of permit.

pd 8/13/20 online

3.1(A)

Top Dog Electric INC.
451 SE 9th Avenue
Pompano Beach, FL 33060 US
954-533-5005
guy@topdogelectricfl.com
www.topdogelectricfl.com



**ADDRESS**
Village of Lazy Lake
John Boisseau - Council Member
2250 Lazy Ln
Fort Lauderdale, FL 33305

**SALES REP**
Jerimi

| | | | |
|---|---|---|---|
| **Quoted**<br>1.Replace existing 100 amp burnt meter can and install new correct 12 circuit main panel and main breaker at the entrance wall location.<br>"Price does not include permit fees or any associated fees and will be billed separately if required" | 1 | 1,000.00 | 1,000.00 |

Accepted By

Accepted Date 6-12-2020

Copy

check
5148

3.1(b)

Bill Pd by John on VISA
6/10/20

Top Dog Electric INC.
457 SE 9th Avenue
Pompano Beach, FL 33060 US
954-933-5935
guy@topdogelectricfl.com
www.topdogelectricfl.com

BILL TO
Village of Lazy Lake
John Boisseau - Council Member
2250 Lazy Ln
Fort Lauderdale, FL 33305

SALES REP
Chad D

JOB ADDRESS
Aerator Pumps

| | | | |
|---|---|---|---|
| Service Call<br>Service Call | 1 | 95.00 | 95.00 |
| T&M Labor<br>Hourly Labor Rate | 1 | 95.00 | 95.00 |
| Services<br>Troubleshoot circuit feeding pumps. Found when under load looses phase. Pulled meter and found burnt neutral bar. Called FPL. Will send quote to replace meter and install main breaker panel 100a 12 circuit. | 1 | 0.00 | 0.00 |
| Credit Card Convenience Fee<br>Credit Card Convenience Fee | 1 | 5.70 | 5.70 |
| | | PAYMENT | 195.70 |

pd #5149
1/24/20

Sent from my iPhone

3.1(c)

BRINKLEY MORGAN
Attorneys at Law

One Financial Plaza
100 SE 3rd Avenue, 23rd Floor
Fort Lauderdale, Florida 33394
(954) 522-2200
(954) 522-9123 Facsimile

August 28, 2020

VILLAGE OF LAZY LAKE
2250 LAZY LANE
LAZY LAKE, FL 33305

Bill Number 212958
Billed through 07/31/2020

**VILLAGE OF LAZY LAKE / GENERAL LEGAL SERVICES**
**018862 018001 DJL**

| | | |
|---|---|---|
| Balance forward as of bill dated | 07/31/2020 | $923.91 |
| Payments and Trust amounts applied | | $923.91 |
| Net balance forward | | $0.00 |

**FOR PROFESSIONAL SERVICES RENDERED**

| | | | |
|---|---|---|---|
| 07/23/20 | DJL | Conduct status review of information from Property Appraiser and prepare advice and follow-up e-mail to Mayor Anthony. | 1.00 hrs |
| 07/23/20 | DJL | Attend Local Government Attorneys Broward Conference on COVID 19 Emergency Order Governmental Issues. | 0.20 hrs |
| 07/24/20 | DJL | Review Governor's current Executive Orders and prepare e-mail to Mayor re need for Special Meetings for ad valorem tax process; telephone conference with Mayor Anthony. | 1.20 hrs |
| 07/27/20 | DJL | Telephone conference with consulting accountant re: need for preparation of budget and financial programming for ad valorem tax process; report conference with Mayor Anthony. | 0.50 hrs |
| 07/29/20 | DJL | Prepare for and attend Special Village Council Meeting. | 0.40 hrs |
| 07/31/20 | DJL | Review preliminary budget prepared by consulting accounting firm for Village as well as the calculations for the rolled back rate and proposed millage rate as set forth in the State DR-420 Forms; telephone conference with Mayor Anthony to advise that Governor did extend the Executive Order and how it modifies the notice requirements for ad valorem public meetings; review various e-mail from Property Appraiser's Office re: Department of Revenue Guidance on notice for virtual meetings; complete prep for and attend Special Meeting of the Village Council. | 1.80 hrs |

Total fees for this matter $1,173.00

**BILLING SUMMARY**

| | | | |
|---|---|---|---|
| LUNNY, DONALD | 5.10 hrs | 230.00 /hr | $1,173.00 |

pd 9/4/20

| | | |
|---|---|---|
| TOTAL FEES | 5.10 hrs | $1,173.00 |
| TOTAL ADMIN COSTS | | $35.19 |
| TOTAL CHARGES FOR THIS BILL | | $1,208.19 |
| NET BALANCE FORWARD | | $0.00 |
| **TOTAL BALANCE NOW DUE** | | **$1,208.19** |

| | |
|---|---|
| TRUST BALANCE | $0.00 |

A 3% administration charge on all fees has been included to cover internal costs such as scanning, photocopying, postage, conference calls, long-distance telephone charges and similar other charges

MAKE PAYMENT

VISA DISCOVER

LawPay

To pay your bill online go to: www.BrinkleyMorgan.com

3.1(c)

BRINKLEY MORGAN
Attorneys at Law

One Financial Plaza
100 SE 3rd Avenue, 23rd Floor
Fort Lauderdale, Florida 33394
(954) 522-2200
(954) 522-9123 Facsimile

August 28, 2020

VILLAGE OF LAZY LAKE
2250 LAZY LANE
LAZY LAKE, FL 33305

Bill Number 212959
Billed through 07/31/2020

**VILLAGE OF LAZY LAKE / GENERAL LEGAL SERVICES / ETHICS**
**018862 019001 DJL**

| | | |
|---|---|---|
| Balance forward as of bill dated | 05/13/2020 | $71.07 |
| Payments and Trust amounts applied | | $71.07 |
| Net balance forward | | $0.00 |

**FOR PROFESSIONAL SERVICES RENDERED**

| | | | |
|---|---|---|---|
| 07/23/20 | DJL | Review law; update Memorandum and Forms for Miscellaneous Ethics Filings; obtain current forms; prepare e-mail to Village Elected Officials and Administrative Assistant. | 1.20 hrs |
| | | Total fees for this matter | $276.00 |

**BILLING SUMMARY**

| | | | |
|---|---|---|---|
| LUNNY, DONALD | 1.20 hrs | 230.00 /hr | $276.00 |

| | | |
|---|---|---|
| TOTAL FEES | 1.20 hrs | $276.00 |
| TOTAL ADMIN COSTS | | $8.28 |
| TOTAL CHARGES FOR THIS BILL | | $284.28 |
| NET BALANCE FORWARD | | $0.00 |
| **TOTAL BALANCE NOW DUE** | | **$284.28** |

TRUST BALANCE $0.00

pd 9/4/20

3.1(e)

SOLITUDE
LAKE MANAGEMENT

# INVOICE

Voice: (888) 480-5253 Fax: (888) 358-0088

**Invoice Number:** PI-A00463388
**Invoice Date:** 08/25/20

**PROPERTY:** Village of Lazy Lake

**SOLD TO:** Village of Lazy Lake
2250 Lazy Lane
Fort Lauderdale, FL 33305

| CUSTOMER ID | CUSTOMER PO | Payment Terms | |
|---|---|---|---|
| L2091 | | Net 30 | |
| **Sales Rep ID** | **Shipment Method** | **Ship Date** | **Due Date** |
| Gary Wilhelm | | | 09/24/20 |

| Qty | Item / Description | UOM | Unit Price | Extension |
|---|---|---|---|---|
| 1 | Service Fee | Each | 82.00 | 82.00 |
| 0.5 | REPAIR LABOR | Hour | 107.00 | 53.50 |
| 1 | 1/2 HP Dual Piston Compressor+ | Each | 667.67 | 667.67 |
| 1 | shipping | Each | 27.50 | 27.50 |
| | PO#17634/V006 | | | |
| | Warranty one year on compressor, 90 days on labor. Installed Piston compressor. | | | |

**PLEASE REMIT PAYMENT TO:**

1320 Brookwood Drive, Suite H
Little Rock, AR 72202

| | |
|---|---|
| **Subtotal** | **830.67** |
| Sales Tax | 53.42 |
| Total Invoice | 884.09 |
| Payment Received | 0.00 |
| **TOTAL** | **884.09** |

www.solitudelakemanagement.com

www.aeratorsaquatics4lakesnponds.com

pd online 9/10/20

3.1(f)

Date Range

Specific date range | Up To 24 months

From To

Numeric date starting with the month

Filter By

Showing 1 - 6 of 6 payments

Prev 1 Next

| Description | Category | Amount | Deliver By | Status |
|---|---|---|---|---|
| Brinkley Morgan<br>*Lake | | $1,492.46<br>*4602 | SEP 14 | Processing<br>Cfm # QPT4D-W9GVT |
| Broward County EP and Growth Mgt<br>*Lake | | $439.11<br>*4602 | SEP 14 | Processing<br>Cfm # QPT4D-WBGG7 |
| Waste Management<br>*2004 | Garbage & Recycle | $443.95<br>*4602 | SEP 2 | Processed<br>Cfm # QLHY7-N9JZX |
| Grand Properties<br>*Lake | | $472.00<br>*4602 | AUG 28 | Processed<br>Cfm # QL6SJ-H3Y5G |
| Prototype Inc.<br>*Lake | | $625.00<br>*4602 | AUG 28 | Processed<br>Cfm # QL0CF-T35PM |
| Top Dog Electric Inc<br>*Lake | | $287.55<br>*4602 | AUG 20 | Processed<br>Cfm # QML3M-5NHD2 |
| | Total | $3,760.07 | *Pending, Processing, and Processed payments only, including any fees* | |

Showing 1 - 6 of 6 payments

Prev 1 Next

4.1-1

## Village Council Vacancy

Richard Willard <rkwillard@gmail.com>

Sun 8/23/2020 5:27 PM

To: Village of Lazy Lake <clerk@lazylakefl.us>

1 attachments (3 MB)

Voter Lookup (Free Access System).pdf;

Dear Ms. Tayar,

I would like to be considered to fill one of the vacant seats on the Village Council. I have been a resident of Lazy Lake since purchasing a house at 2240 Lazy Lane in 2013. Since then I have often attended Council meetings as a member of the public. Attached is a document from the Broward County Supervisor of Elections confirming that I am currently registered to vote at this address.

Sincerely,

Richard Willard

#.1-2

## Check Your Voting Status in Broward County

**Complete the form to see:**

- Where to vote on election day
- Sample ballots
- Upcoming elections

**You will also be able to:**

- Request a mail ballot
- Review/update your voter registration information
- Check the status of your mail ballot
- Review your voting activity for the past 12 months

## Voter Information Lookup (Free Access)



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

***AND***

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE ~~CITY~~ VILLAGE OF Lazy Lake PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

**RECITALS**

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement ("RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the

base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

E. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.

2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.

3. The effective date of this First Amendment shall be January 1, 2021.

4. The Parties agree and approve that both the Participation Agreement and the RILA are intended, and shall be interpreted, to provide for the following delineation of responsibilities for the System: County is the owner and provider of the Consolidated Regional E-911 Communications System; Operator is engaged by County to provide System Services to the Participating Communities, including call-taking, dispatching, and teletype (queries only); the Operational Review Team (ORT) is responsible for review of operational issues that may affect field operations of the fire and law disciplines and communicating these issues to the stakeholders.

**Amendments to the Participation Agreements**

5. Article 2, Definition, of the Participation Agreement is amended as follows:

2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of Broward County government by the Charter of Broward County, Florida.

~~2.2 Agreement. The term "Agreement" shall mean this Agreement between COUNTY and MUNICIPALITY.~~

~~2.3~~ **2.2** Administrative Call. The term "Administrative Call" shall mean a call received in a Host PSAP that is not an Emergency Call or a Non-Emergency Call and is specific to a Participating Community. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.

**2.3 Base Level of Services. The minimum level of System Services provided to all Participating Communities by the Operator of the System that meets the following requirements: (i) call intake staffed at a level to provide that 90% of all emergency calls arriving at a PSAP are answered within 3 to 5 seconds; (ii) a single radio talk group, staffed by a single radio operator, should not, during any four-hour block of time, exceed a weighted 0.4 Erlangs or a weighted answer delay of 10 seconds or greater; (iii) sufficient to support retention of Operator's emergency medical dispatch, emergency fire dispatch, and emergency police dispatch certifications; (iv) staffed at a level to provide supervision of dispatch operators on a ratio of 6:1 (dispatch operators to supervisor); and (v) County-provided independent qualitative performance review of call-takers and dispatchers. Base Level of Services shall not include any special services that are separately negotiated or purchased by a Participating Community.**

* * *

2.12 Non-Emergency Call. The term "Non-Emergency Call" shall mean a call ~~received in a Host PSAP~~ that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

6. Section 2.16 of the Participation Agreement is amended as follows:

2.16 Participating Communities. The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the County, that enter into ~~this Standard~~ **an a**Agreement with County for **p**~~P~~articipation in the Consolidated Regional E-911 Communications System **in substantially the form of this Agreement, as amended**.

7. Section 4.1 of the Participation Agreement is amended in relevant part as follows:

4.1 County shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for County's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities **that provides the Base Level of Services to all Participating Communities**. The Consolidated Regional E-911 Communications System shall be implemented through County government. County shall provide for the management, administration, oversight, and operations of the Consolidated Regional E-911 Communications System. **Operational data shall be reviewed on an annual basis, and results from the review will be used as the basis for determining the staffing level for System Services to support the Base Level of Service for the subsequent fiscal year. No dispatch consolidation modifications**

**relative to System Services for any Participating Community shall be made based upon the element of Base Level of Services identified in Section 2.3(ii) (namely, the answer delay in a four-hour block of time for a single radio talk group staffed by a single radio operator) ("Consolidated Talk Group Change") until an analysis is completed by Fitch & Associates (or other consultant competitively procured by County) based upon no less than twelve (12) months of operational data after the cutover to the P25 digital trunked simulcast radio system. Furthermore, County shall provide the affected Participating Communities with said data and the proposed Consolidated Talk Group Change at least thirty (30) days prior to any such modification. Within that thirty (30) day period, County shall meet with the public safety officials of the affected Participating Communities to seek mutual acceptance of the proposed Consolidated Talk Group Change. In the event mutual acceptance is not achieved, the proposed Consolidated Talk Group Change will go through the engagement process for final resolution. The System shall operate in accordance with policies, rules, and procedures approved through County workgroups, governance, and/or technical boards created to improve the communications infrastructure and overall Consolidated Regional E-911 Communications System.** ~~The System shall operate subject to the control, internal operating rules and regulations of County.~~ County**, Operator, and Participating Communities** agrees to comply with the requirements of the applicable Management Control Agreements relating to ~~COUNTY operation of~~ the Regional Public Safety Infrastructure ~~at Host PSAP(s)~~.

8. Section 4.3 of the Participation Agreement is amended in relevant part as follows:

. . . Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with ~~Operator~~ **the Broward Sheriff's Office** to authorize the use of the Participating Community's FDLE router. **All applicable parties, including County, Operator, Broward Sheriff's Office, and Participating Community, agree to comply with all applicable Criminal Justice Information System (CJIS) and Florida Department of Law Enforcement (FDLE) requirements, and County and Participating Community each agree to enter into agency user agreements, security addendums, or other agreement(s), as required for CJIS compliance, and ensure that its employees and vendors with access to criminal justice information or systems similarly cooperate and comply with CJIS requirements, including execution of any necessary security addendums or other agreements and routinely providing updated security and employee information as required for CJIS compliance.**

9. Section 4.4 of the Participation Agreement is amended in relevant part as follows:

4.4 **As set forth in the agreement between County and the Operator, which includes an engagement process for the participation of public safety organizations within Broward County,** County shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The

operation and efficiency performance criteria for the System **(the "Standards")** shall be as set forth ~~on Exhibit "B" (the "Standards"); provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP~~ **in the agreement between County and Operator. Any change in the Standards must be approved in advance by County and the Operator in accordance with the Operating Agreement, and by a simple majority vote of the Fire Chiefs and the Police Chiefs of all Participating Communities.** County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

10. Section 4.7 of the Participation Agreement is amended in relevant part as follows:

4.7 The COUNTY shall be responsible for the establishment, coordination, and support of any workgroup, governance, and/or technical boards created for the purpose of ~~providing recommendations to the County Administrator on the operation of the~~ **improving the County's regional communications infrastructure and overall** Consolidated Regional E-911 Communications System. Membership of any such workgroup or boards may include, but not be limited to, representatives from COUNTY, Participating Communities, and Operator. **The Operational Review Team (ORT) shall consist of three (3) members appointed by the Fire Chiefs Association, three (3) members appointed by the Police Chiefs Association, and one (1) member appointed by the City Managers Association. The ORT shall review and recommend operational changes that may affect first responders (as defined in Section 112.1815(a), Florida Statutes) to improve the operation of the System, to the extent necessary, in accordance with the Engagement Process set forth in Exhibit C. The Participating Communities hereby appoint the ORT to act in accordance with the Engagement Process on behalf of the Participating Communities collectively as set forth in Exhibit C. County may condition any requested service above Base Level of Services on the applicable Participating Community(ies) funding any increased operational or equipment costs; no Participating Community shall be obligated to pay any additional amount for System Services above Base Level of Services without the prior written consent of that Participating Community.**

11. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.

12. The Participation Agreement is amended to include Exhibit C as attached hereto.

**Amendments to the Regional Interlocal Agreements**

13. Section 2.19 of the RILA is hereby amended as follows:

2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, ~~a list of which are included in Exhibit G,~~ as well as those developed in the future and issued to City by County. **Any new policies**

**or standard operating procedures, or material modifications to existing policies or standard operating procedures, shall be developed by the applicable governance boards.** City agrees to comply with any enforcement actions required by these policies and procedures ~~for~~**, including Subscriber Maintenance and to prevent** misuse or abuse of the RPSI Trunked Radio System.

14. Section 2.23 of the RILA is hereby amended as follows:

2.23 City is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to City subscribers as provided in Exhibit B. City may utilize the services of a third-party **vendor approved in advance by County** to provide maintenance of City subscribers, or City may contract with County for a fee for a combination of the aforementioned services or for all of the above services.

15. Section 3.2 of the RILA is hereby amended as follows:

3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4**; notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement pursuant to its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement**.

16. Exhibit B of the RILA is amended to replace the diagram titled "Broward County – ILA Radio Network Fire Station Alerting System DMARC" with the diagram of the same title attached hereto.

17. Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.

18. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ___ day of _____, 2020, and MUNICIPALITY, signing by and through its _____, duly authorized to execute same.

**BROWARD COUNTY**

WITNESS:

_____
(Signature)

_____
(Print Name of Witness)

_____
(Signature)

_____
(Print Name of Witness)

BROWARD COUNTY, by and through its County Administrator

By_____
County Administrator

____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
René D. Harrod (Date)
Deputy County Attorney

RDH
06/04/2020
First Amendment Participation Agreement
#343020.15

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

***AND***

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE ~~CITY~~ Village OF Lazy Lake PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

ATTEST:

Village
~~CITY~~ OF Lazy Lake

_____
CITY ~~CLERK~~ Adm Asst

By: _____
CITY MAYOR

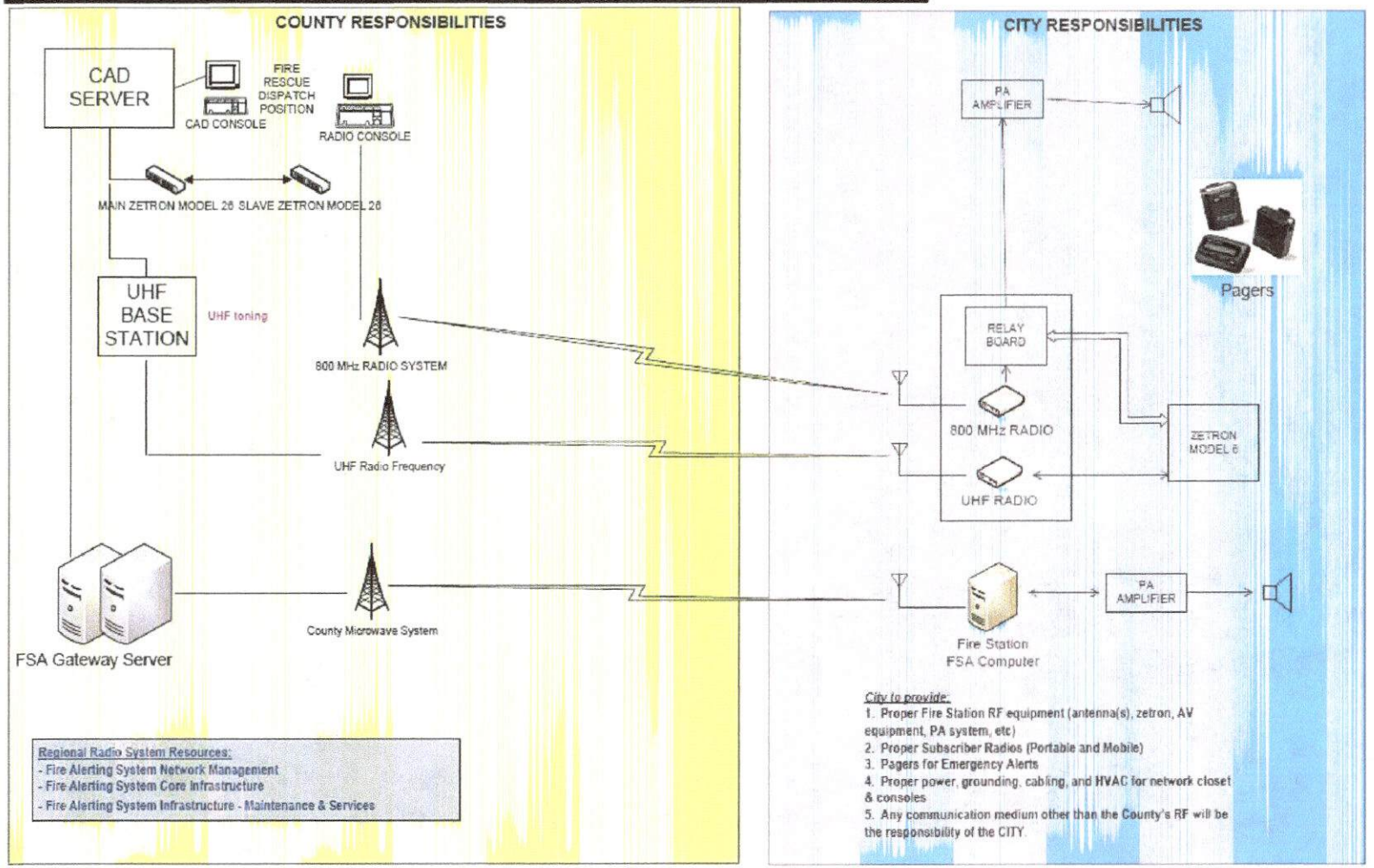
_____
Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this First Amendment as to form and legal sufficiency subject to execution by the Parties:

_____
City Attorney

**Broward County – ILA Radio Network**
**Fire Station Alerting System DMARC**
**RPSI – Fire Station Alerting System**
**Logical Network Design Overview Broward County Radio System**
**Broward County/City Responsibilities**




COUNTY – PSI – ILA - Regional Fire Station Alerting System Demarcation Point | Sheet 8 of 8

## EXHIBIT C

**Engagement Process**[1]

**Step 1: Issue Identification and Proposed Resolution**

1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.

2) Issues would be considered first by the existing Operational Review Team (ORT).

a) The Operational Review Team (ORT) will meet regularly to address issues (typically both fire rescue and law enforcement disciplines together).

b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.

i) If the issue only involves a single agency, the issue would move to subparagraph 4.

c) The ORT should be chaired by a uniformed member determined by the ORT members. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.

3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.

4) The ORT would recommend approval or denial of the item.

5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.

6) BSO and County would consider the item under the following guidelines:

a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

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[1] For purposes of this engagement process, the Stakeholders shall include the County and Operator and Participating Municipalities.

b) County would consider any logistical impacts from the proposed issue resolution as it relates to the County's technology (i.e. CAD, radio, 911 system, etc.). County would also consider any potential fiscal impacts, though the final arbiter of funding should reside with the County's budget office. Finally, County would evaluate the issue and proposed resolution against the Regional 911 System's overarching goals and objectives.

c) If the issue involved only a single agency (see 2b above), County and the involved agency would discuss if the municipality desires to fund the change/improvement if the solution is beyond the base services provided by the County.

d) If the issue is denied by the ORT, the proposer may elect to advance the issue to Step 3.

7) Once approved by all three stakeholder groups (ORT, BSO, County), the issue advances to Step 2.

8) If the issue is not approved by any of the stakeholders in 7) above, the proposer may elect to advance the issue to Step 3.

**Step 2: Approval by End-Users**

1) Issues approved by all three stakeholder groups will be approved by fire chiefs and/or police chiefs.

a) While ORT will often be comprised of operational managers from law enforcement and fire rescue agencies, approval at Step 2 requires the specific review and approval from the chief of the department for each law enforcement and/or fire rescue as applicable.

b) Summary of the issue and proposed resolution, as prepared and approved at Step 1, will be sent to the chief of the department for law enforcement, fire rescue or both as the issue may require.

c) Items, as summarized at Step 1, will be balloted to chiefs of department electronically. The chair of the relevant ORT shall ensure the written summary of the issue is forwarded to the respective Association president for distribution to each chief of Department.

d) Each chief of department is expected to review and approve or not approve the item.

e) Consistent with the existing practices for both the Fire Chiefs Association and Police Chiefs Association, a simple majority is sufficient for the item to be approved. Ultimately the determination of each professional Association, and of the methods by which they approve items, is left within the purview of that Association.

2) Upon approval at Step 2, the item will move to Step 4 for implementation.

**Step 3: Escalation to Chief Administrative Officers**

1) Should an issue not garner support for approval at Step 2, the proposer or other stakeholder may elect to escalate the issue to their respective chief administrative officer (city manager, county administrator, or Sheriff) as may be applicable.

2) The chief administrative officer (or designee) of the agency or agencies seeking to escalate the issue may elect to uphold the determination made at Step 1 or Step 2, or confer with the chief administrative officers (or designees) of other stakeholders.

3) The chief administrative officers of all stakeholders, should they agree, may also direct a specific resolution to the issue; request ORT reconsider the issue; or take other actions as they determine in the best interest for their local government.

**Step 4: Implementation**

1) Issues identified at Step 1, and approved at either Step 2 or Step 3, shall move to Step 4 for implementation.

2) County will facilitate the implementation with the active support of other stakeholders.

3) County will monitor and report to all stakeholders the progress and issues approved for implementation.

4) ORT members are expected to keep the Participating Communities and their respective agencies informed of issues undergoing implementation.

Note: For all approvals required by ORT, a simple majority vote of the ORT constitutes approval of the item except as expressly stated in Step 2 at Section (1)(a).