

C21-02-061
**AMENDED AND RESTATED
INTERLOCAL AGREEMENT
CAD, RMS, & MCT/MFR SYSTEM
SHARED NETWORK**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County"), the **ST. LUCIE COUNTY SHERIFF** (the “Sheriff”); the **CITY OF FORT PIERCE**, (“Fort Pierce”); the **CITY OF PORT ST. LUCIE**, (“Port St. Lucie”); and the **ST. LUCIE COUNTY FIRE DISTRICT (“SLCFD”)**, an independent special district of the State of Florida. The County, Sheriff, Fort Pierce, Port St. Lucie and SLCFD may be referred to individually as a “Public Safety Agency” or collectively as “the parties.”

RECITALS

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

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

WHEREAS, the County entered into an agreement with Motorola Solutions, (the “Motorola Agreement”) whereby Motorola Solutions will provide and install their Premier One Cloud-Based CAD, RMS, & MCT/MFR System for the use by the Sheriff, SLCFD, Fort Pierce and Port St. Lucie at a cost of \$4,500,000.00 amortized over five (5) years, detailed in Exhibit 1, Table A, Annual Maintenance Payment and attached hereto and incorporated herein by reference;

WHEREAS, the parties entered into an Interlocal Agreement effective February 9, 2021, outlining each party’s financial share of the cost of the Motorola Agreement (“Original Interlocal”);

WHEREAS, the County entered into a change order agreement with Motorola Solutions (the “Change Order”) to provide a hybrid cloud-based and on-premises solution to enable the parties to start utilizing the services sooner at a cost of \$756,466.45 paid over the same five (5) year period as detailed in Exhibit 1, Table B, Change Order Payment; and

WHEREAS, the parties desire to amend and restate the Original Interlocal as set forth herein to outline the parties financial responsibility for both the Motorola Agreement and the Change Order, as well as the Sheriff’s, Fort Pierce’s, and Port St. Lucie’s responsibility for the Command Central Community Payment as detailed in Exhibit 1, Table C.

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

1. **RECITALS.** The foregoing recitals are hereby incorporated as forming the intent and purpose of this Agreement.

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

3. **COUNTY RESPONSIBILITY.** The County shall be responsible for contract administration of all aspects of the construction and installation of the new CAD, RMS & MCT/MFR System Shared Network.

4. **PUBLIC SAFETY AGENCY RESPONSIBILITY.** Each Public Safety Agency agrees to pay the County the Agency's share of the CAD, RMS & MCT/MFR System Shared Network annually within thirty (30) days of receipt of an invoice from the County. The initial annual payment amounts are as set out in the attached Exhibit 1, Tables A, B, and C. Beginning with Fiscal Year 2021-2022 (October 1, 2021-September 30, 2022), the County shall notify each Agency of its annual payment amount as set forth in Exhibit 1 on or before October 1st. This shared cost shall cover the provision of infrastructure, equipment, and maintenance of the Motorola Solutions, Premier One, CAD, RMS & MCT/MFR System Shared Network.

5. **PARTY REPRESENTATIVES.** Each party shall appoint a representative to serve as liaison in responding to matters related to the operation of the CAD system.

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

7. **TERM; TERMINATION.** This Agreement shall be effective on the date it is recorded in the public records of St. Lucie County, Florida, and shall remain in effect through and including September 30, 2026, unless terminated as herein provided. Upon prior written mutual agreement of the parties, the term may extend for additional five (5) year periods. This agreement may only be terminated by mutual agreement of the parties. Notwithstanding anything to the contrary herein, the Sheriff, Fort Pierce and/or Port St. Lucie may choose to opt out of this Agreement effective October 1 of any fiscal year upon providing a minimum of six (6) months prior written notice delivered to the other parties.

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

If to County:

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

With copies to:

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

If to Sheriff:

St. Lucie County Sheriff
4700 West Midway Road
Fort Pierce, Florida 34981

With a Copy to:

General Counsel
4700 West Midway Road
Fort Pierce, Florida 34981

If to Fort Pierce:

City Manager
City of Fort Pierce
100 N US 1

With a Copy to:

City Attorney
City of Fort Pierce
100 N US 1

Fort Pierce, FL 34950

Fort Pierce, FL 34950

If to Port St. Lucie:

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

With a copy to:

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

If to SLCFD:

Fire Chief
5160 N.W. Milner Drive
Port St. Lucie, FL 34983

With a copy to:

District Attorney
5160 N.W. Milner Drive
Port St. Lucie, FL 34983

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

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

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

ATTEST:

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

Deputy Clerk

BY: _____
Chair

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

ATTEST:

Deputy Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
City Attorney

ATTEST:

Deputy Clerk

CITY OF PORT ST. LUCIE

BY: _____
Mayor

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
City Attorney

ST. LUCIE COUNTY SHERIFF

BY: _____

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
General Counsel

WITNESSES:

ST. LUCIE COUNTY FIRE DISTRICT FIRE CHIEF

BY: _____

DATE: _____

ATTEST:

Clerk/Treasurer

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

BY: _____
Chairman

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

District Attorney

**EXHIBIT 1
MOTOROLA PREMIER ONE - CAD, RMS, & MCT/MFR SHARED NETWORK SYSTEM**

Table A

ANNUAL MAINTENANCE PAYMENT							
Public Safety Agencies	Fiscal Year 2021/2022	Fiscal Year 2022/2023	Fiscal Year 2023/2024	Fiscal Year 2024/2025	Fiscal Year 2025/2026	Total 5 Year Cost	Contract to begin on Go-Live Date
St. Lucie County Emergency Operations Center	480,115.27	427,867.04	365,465.56	300,858.62	230,344.46	1,804,650.95	
St. Lucie County Fire District	36,800.26	43,056.30	49,514.75	48,668.34	48,668.34	226,707.99	
St. Lucie County Sheriff's Office	102,934.45	120,433.30	140,906.96	164,861.15	192,887.54	722,023.41	
Port St. Lucie Police Department	106,608.56	122,599.84	143,441.81	167,826.92	199,714.04	740,191.17	
Fort Pierce Police Department	73,541.47	86,043.52	100,670.92	117,784.97	128,385.62	506,426.49	
Annual Total	800,000.00	800,000.00	800,000.00	800,000.00	800,000.00	4,000,000.00	
*** Upfront Cost paid by SLC Emergency Operations Center						500,000.00	
Grand Total of Contract						4,500,000.00	

Table B

CHANGE ORDER PAYMENT - Finance Over Five (5) Years								
Public Safety Agencies	Interfaces	Conversion	Forms & Reports	Additional Services	One Time Discount	Total Cost	Annual Finance Payment	Total Payment 5 Years
St. Lucie County Emergency Operations Center	0.00	179,396.06	0.00	10,743.56	(6,000.00)	184,139.62	39,699.36	198,496.80
St. Lucie County Fire District	8,172.53	0.00	0.00	11,632.15	(6,000.00)	13,804.68	2,980.48	14,902.39
St. Lucie County Sheriff's Office	20,290.78	89,668.54	31,305.81	20,968.85	(6,000.00)	156,233.98	33,677.89	168,389.43
Port St. Lucie Police Department	20,290.78	123,839.43	31,305.81	20,968.85	(6,000.00)	190,404.87	41,045.87	205,229.35
Fort Pierce Police Department	20,290.78	90,641.41	31,305.81	20,968.85	(6,000.00)	157,206.85	33,889.70	169,448.48
Total	69,044.87	483,545.44	93,917.43	85,282.26	(30,000.00)	701,790.00	151,293.29	756,466.45

Table C

COMMAND CENTRAL COMMUNITY PAYMENT						
Public Safety Agencies	Fiscal Year 2021/2022	Fiscal Year 2022/2023	Fiscal Year 2023/2024	Fiscal Year 2024/2025	Fiscal Year 2025/2026	Year 2 to 5 Cost
St. Lucie County Sheriff's Office	*	7,511.70	7,511.70	7,511.70	7,511.70	30,046.80
Port St. Lucie Police Department	*	7,511.70	7,511.70	7,511.70	7,511.70	30,046.80
Fort Pierce Police Department	*	7,511.70	7,511.70	7,511.70	7,511.70	30,046.80
*** Agencies will pay current City Project contract in FY2021/2022						
Total	*	22,535.10	22,535.10	22,535.10	22,535.10	90,140.40