# Interlocal Agreement
# Between the
# City of Stuart, Florida
# and the
# Martin County Sheriff's Office

*Sharing of Infrastructure and*
*Resources to Implement and Maintain*
*Tyler Integrated CAD, Mobile CAD*
*And Law Enforcement Records*
*Management Systems*

August 10, 2020

**INTERLOCAL AGREEMENT**

**Between**

**THE CITY OF STUART, FLORIDA**

**and the**

**MARTIN COUNTY SHERIFF'S OFFICE**

For the shared implementation and use of Tyler Technologies

This **INTERLOCAL AGREEMENT (ILA)** is made and entered into this 10th day of August, 2020, by and between the City of Stuart (hereinafter "Stuart") and the Martin County Sheriff's Office (hereinafter "MCSO"), herein referred to collectively as "Parties."

**WHEREAS**, the Parties wish to form a cooperative partnership in order to fund and operate a shared countywide CAD and RMS system; and

**WHEREAS**, the Parties, pursuant to 163.01, Florida Statutes, may enter such agreements.

**NOW, THEREFORE** in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms:

**I. DEFINITIONS** – see Exhibit A – Tyler Technologies License and Services Agreement **(Section A)**

**II. TERM**

a. This agreement shall begin on the 10th day of August, 2020, and continue through the end of life of the agreement with Tyler Technologies or until the opt out clause is executed (See Severability in MCSO Tyler Agreement).

b. Upon Stuart initiating Section B, 5.4 of the Tyler License and Services Agreement (See Severability).

## III. PURPOSE

a. MCSO is responsible for law enforcement throughout unincorporated Martin County, Florida along with several municipalities within the county to include the Village of Indiantown and the Town of Ocean Breeze. In addition, MCSO operates the 911 Primary Safety Answering Point (PSAP) for its service areas assisting municipalities including the Town of Jupiter Island and the City Sewall's Point. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.

b. Stuart is responsible for law enforcement throughout the Incorporated City jurisdiction. In addition, Stuart operates the 911 Primary Safety Answering Point (PSAP) for its service areas. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.

c. MCSO and Stuart have both initiated projects to modernize and upgrade their existing, multi-vendor computer systems with a single, integrated system. MCSO chose Tyler Technologies as their provider. Stuart chose Tyler due to the cost efficiency of working with MCSO on a joint implementation to include reasoning for better emergency communications.

d. Stuart and MCSO participated in the review of multiple vendor's CAD/Mobile CAD/RMS systems and likewise both chose Tyler Technologies.

e. MCSO signed a contract with Tyler Technologies on December 23, 2019, for a complete CAD, mobile CAD, RMS, JMS system, with a total purchase price of $1,713,026.00. All included components are enumerated in **Exhibit B**. (Tyler Technologies Countywide Law Enforcement Software Cost Breakdown by Agency)

f. The Tyler platform has the capacity and resources to support the shared use of the system by both MCSO and Stuart. The Parties' joint use of the Tyler infrastructure, software, and common resources will provide considerable cost savings.

## IV. RESPONSIBILITY OF MCSO

A. MCSO will be the business and operational point of contact between Tyler and the Parties.

## V. RESPONSIBILITY OF STUART

Cost Reimbursement

a. Stuart agrees to pay the following to MCSO for access to all Tyler Software platforms including but not limited to CAD, mobile CAD, RMS, all report and citation functions, master name, evidence, crash, ticket, etc. Stuart will be granted access to its data and use of all systems through end of life agreement with Tyler. Initial startup cost, any agency add-ons, any per user hardware/software/license fee, and an agreed upon percentage of the total cost of the system, along with the percentage of the annual maintenance.

b. Stuart's initial cost is **$152,602.00** for the five-year lease term paid in full, with additional **$25,000.00** for data conversion, totaling a one-time payment of $**177,602.00**.

c. Annual maintenance fees for the contract term are as follows:

1. **January 2021- $24,831**
2. **January 2022- $25,702**
3. **January 2023- $26,603**
4. **January 2024- $27,539**
5. **January 2025- $28,502**

## VI. PAYMENT TERMS

A. The initial payment is due to MCSO within 45 days of this signed Interlocal Agreement. Annual host agency maintenance is a recurring fee due in January, and every year after until the end of the contract with Tyler.

## VII. OWNERSHIP OF PROPERTY

A. All personal property, consisting of computer and associated equipment provided for the Tyler System and located in MCSO buildings will be owned by MCSO with access granted to Stuart for use of the system.

B. MCSO will be solely responsible for the disposition of any such property that is surplused or decommissioned during the life of the agreement with Tyler.

## VIII. PERSONNEL

A. The employees of MCSO and Stuart are solely the officers, agents or employees of the entity which hired them. Each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including worker's compensation claims of each respective Party's employees. MCSO or Stuart shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment and the Parties shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment.

## IX. MISCELLANEOUS

A. **MODIFICATIONS.** No modifications or amendments to this Interlocal Agreement shall be effective unless issued in writing, approved by both Parties and executed by their duly-authorized officers.

B. **SEVERABLITY.** The provisions of the Interlocal Agreement are hereby deemed and declared severable. Notice of such shall be in writing to the other Party with no less than 30 days' notice in accordance with the Tyler License and Services Agreement Section B, 5.4 (Transfer of Software to an Affiliated Organization).

   a. If any of the provisions of this Interlocal Agreement, or the applications of any provisions to any circumstances is held to be unconstitutional, unenforceable or invalid for any reason, the remaining terms, conditions and obligations contained herein shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized officers.

CITY OF STUART, FLORIDA

BY: _____

_____
Printed Name

City Attorney:

BY: _____

_____
Printed Name

MARTIN COUNTY SHERIFF'S OFFICE

BY: _____

_____
Printed Name

Attorney or Witness:

BY: _____

_____
Printed Name