

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(\$271,570)</u>	<u>(\$47,505)</u>	<u>(\$47,505)</u>	<u>(\$47,505)</u>	<u>(\$47,505)</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(\$271,570)</u>	<u>(\$47,505)</u>	<u>(\$47,505)</u>	<u>(\$47,505)</u>	<u>(\$47,505)</u>

ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes ☐ No ☒

Budget Account No: Fund _____ Department _____ Unit _____ Object _____
Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The one time system access charges revenues ~~(\$271,570)~~ will be placed in the renewal replacement account in a sub-org which is specifically designated for access charges so that these funds are used solely for system expansion. The annual operating/maintenance revenues will be used to offset ESS/800 MHz's operating expenses for the 800 MHz system.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments:

Fees projected are based on initial estimate of 130 Units.

Atwillhite 7.11.08
OFMB 28 7/10/08 CN 7/8/08
7/10/2008

Don J. Healy 7/14/08
Contract Dev. and Control
E. Jones 7/14/08

B. Legal Sufficiency:

James C. McPherson 7/16/08
Assistant County Attorney

This Contract complies with our
contract review requirements.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the CITY OF GREENACRES, a municipal corporation ("City").

WITNESSETH

WHEREAS, the County and the City are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the City; and

WHEREAS, the County has committed to purchase, design, install and operate an 800 MHz Trunked Radio System that meets the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the City have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the City can directly access the County's Radio System saving the taxpayers money of both the County and the City as well as the opportunity to receive the public safety benefit of interoperability; and

WHEREAS, connection to the County's System through a Municipal Hub is not technically feasible; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows.

SECTION 1: PURPOSE

- 1.01 The purpose of this Agreement is to set forth the parameters under which the County will make access to its 800 MHz Trunked Radio System ("System") available to the City. This Agreement identifies the conditions of use, the cost of access and on-going use, and the ability of the City to participate in the operational decisions relating to the 800 MHz System.

1.02 Definitions

- 1.021 Common Countywide Talk Groups: Talk groups established on the County's communications system that are made available to municipalities and other non-County agencies.
- 1.022 City Equipment: Also known as "agency radios", are City owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's 800 MHz Trunked Radio System.
- 1.023 Microwave System: A communications system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.
- 1.024 Prime Site: The location of the COUNTY's SmartZone™ Controller.
- 1.025 SmartZone Controller: The SmartZone Controller is the central computer that manages and controls the operation of the County's 800 MHz Trunked Radio System. The SmartZone Controller manages access to system features, functions, and talk-groups.
- 1.026 System: The 800 MHz Trunked Radio system is funded, purchased, installed, maintained and owned by the County. The system includes fixed transmitting and receiving equipment, a microwave system for communications between sites, system control and management equipment, dispatch consoles, a SmartZone controller located at the prime site, and other related equipment.
- 1.027 System Administrator: An employee within the Electronic Services Division of the Facilities Development & Operations Department responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 2: ADMINISTRATION OF THE COUNTY'S SYSTEM AND USE PROCEDURES

- 2.01 The Palm Beach County Electronic Services Division is charged with responsibility for administering the System. The 800 MHz System Administrator will be the City's day to day contact and can be reached at 561-233-0837 from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center on 561-712-6428 and the Dispatch Center will notify the on-call personnel.

- 2.02 The Network Administration Plan, as identified in Attachment 2, is to identify the general procedures for the management of the System and procedures for input into operating and technical policy development. The plan established the Countywide Radio System Steering Committee (CRSSC) who is responsible for overseeing and implementing the policies and procedures for the System.
- 2.021 The CRSSC is supported by User Committees, as defined in Attachment 2, in each discipline utilizing the System. The City shall assign representatives to attend User Committee meetings for each of the law enforcement, fire-rescue, and public works disciplines for which the City has subscriber units programmed on the system. Participants at these meetings will discuss all system maintenance and administration issues. As agreed to by the User Committee members, issues discussed and approved at the meetings shall be forwarded to the Network Administrator and/or the CRSSC for final approval and implementation.
- 2.03 The City shall follow all policies, procedures and standard operating procedures in place at the time of this Agreement, a list of which are included in Attachment 1 as well as those developed in the future and issued to the City by the System Administrator. The City agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County System.

SECTION 3: 800 MHz AND MICROWAVE SYSTEM MAINTENANCE PROGRAM

- 3.01 The County 800 MHz Trunked Radio System and Microwave System consists of ten (10) transmit and receive sites, with microwave equipment co-located at the site, and three (3) microwave only sites that provide network connectivity as well as the ability to interconnect with co-located County owned dispatch equipment.
- 3.02 The County will perform routine and preventative maintenance on the System according to its established procedures. This maintenance includes trouble shooting and making all repairs on a 24/7/365 basis as well as performing preventive maintenance on the entire System including, but not limited to, radio and microwave equipment, control/management and alarm systems, towers and equipment shelters and backup power generators and air conditioners. The City shall pay the County an annual charge of \$154.00 per unit for maintenance of the System. The annual cost of maintenance will be reviewed every three (3) years starting January 3, 2003 and may be adjusted for the following fiscal year by notice to the City no later than April 1st, by the County's Facilities Development & Operations Department. In any case, the cost of maintenance to the City shall be equal to that charged to a County Department.
- 3.03 In the event of termination of this Agreement by the County and with no fault of the City, the City shall be reimbursed the pro rata share of maintenance fees based on the date of termination. In the event of termination by the City, no maintenance fees will be reimbursed.

SECTION 4: CITY RESPONSIBILITIES AND EQUIPMENT

- 4.01 The City Equipment will be 800 MHz mobile, portable, and control station equipment programmed for use on the System. The equipment used shall be compatible with Motorola 800 MHz SmartZone communication systems. Equipment other than that manufactured by Motorola shall be approved by the System Administrator prior to purchase by the City. The City shall be required to keep its equipment in proper operating condition and the City is solely responsible for maintenance of their radio equipment.
- 4.02 Within 15 days of the execution of this Agreement, the City is to provide the County with a single City Representative who is the City's single point of contact for matters relating to this Agreement.
- 4.03 Within 15 days of the execution of this Agreement, the City is to provide the County with a list of person/positions which are authorized to request programming changes to existing units and programming of new units. No programming will be undertaken by the City until requested in writing and approved by the System Administrator.
- 4.031 The City will only program talk groups into its radio that are authorized by the County to the City for its use. The City shall **not** program talk groups of other agencies into its radios without a letter of authorization. The System Administrator shall be provided with all such authorization letters from cities.
- 4.032 The City will be required to program the Common Countywide Talk Groups which reside on the System for use by the City for interagency communications into its radios. The calling talk groups, in addition to one operational talk-group for the applicable discipline shall be required as a minimum. The City may include additional Common Talk Groups as necessary to meet their operational requirements. These talk groups shall be in addition to the mutual aid channels required by the Florida Region Plan.
- 4.033 The City may request the use of encryption, but the utilization of such capabilities is only for covert use and not for daily dispatch communications. The County will assign digital ID's in an amount equal to 10% of the City's analog ID allocation. The City will be responsible to provide the County the Digital ID assignments as required in Section 4.07. Should the City require access to the encrypted talk-groups by their dispatch center they will need to allow the "Key Loading" of the City's encryption code into the 800 System by the County or its service provider.
- 4.034 If regionalized "Hub" systems are added to the County's 800 System and if required to maintain capacity on the County System, the City signing this Agreement may be requested to reassign their radios to one of the "Hub" Systems. If the City is requested to be reassigned, the City shall agree to reassign their radios to the Hub providing that the County maintains the equivalent radio

coverage within the City and the County pays to reprogram the City's radios.

- 4.04 The City shall receive certain access codes to the County's System and shall be responsible to safe guard the code information from release to unauthorized parties. The City shall be responsible for notifying the System Administrator prior to, or within 2 hours of terminating employees or commercial service providers which had knowledge of the access codes so that the access codes can be modified and the System secured.
- 4.041 Service staff directly employed by the City shall be considered authorized to receive access and programming codes for the maintenance of the City's radio equipment.
- 4.042 Commercial service providers are not considered authorized to receive access or programming codes for the County system. Agencies that plan to use commercial services for their subscriber maintenance must include confidentiality requirements in their contracts with the commercial service providers. These requirements must be reviewed and approved (which approval will not unreasonably be withheld) by the System Administrator prior to the City executing its contract with a commercial service provider.
- 4.05 The City is solely responsible for the performance and the operation of City's equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning City owned equipment, the County will request the City Representative discontinue use of the specific device until repairs are completed. The County may, after proper notification and with the concurrence of the CRSSC, disable the equipment from the system after properly notifying the City in writing if the device is causing interference to the system. In the case of stolen or lost equipment, the City Representative will notify the County in writing or via e-mail authorizing the County to disable the equipment. The City will provide the Radio ID number and the serial number of the radio. The County will advise back via e-mail when the radio has been disabled. A request by the City to re-activate a disabled radio will also be required in writing via e-mail or fax to the County.
- 4.06 As of this time, the System does not support the use of roaming, private call, or telephone interconnect. In the future the County may activate some or all of these features should the loading of the system allow. The City will not program these features into the City's radios. If roaming, private call, and/or telephone interconnect are allowed on the System in the future, the City may, at its own expense, reprogram the City's radios. The County will provide an amendment to this Agreement defining the uses and required programming should these features become available on the System.
- 4.07 The City will be required to provide to the County an initial inventory of the radios that are proposed to be programmed onto the County system. The City will provide the following information to the County:
1. Radio manufacturer and model numbers

2. Radio serial numbers
3. Requested aliases to be programmed.
4. List of any programming changes to the radio that are requested (ie: pursuant to Section 4.031 or 4.033)
5. Talk groups required
6. Common talk groups required
7. Other agency talk groups required

The County will then compile this information and transmit back to the City a matrix of the approved talk groups, aliases, and radio ID numbers prior to the City's radios being programmed into the County's 800 MHz system. The City will be responsible for adhering to the talk group and radio ID allocations set up by the County. The talk group and radio ID allocations set up by the County are shown on Attachment 3.

- 4.08 Nothing in this Agreement shall represent a commitment by the County or shall be construed as intent by the County to fund any portion of the City's Equipment.

SECTION 5: SYSTEM RENEWAL AND REPLACEMENT FUND

- 5.01 The County implemented an 800 MHz System Replacement Fund ("Replacement Fund"). The purpose of this fund is to provide a structured "savings plan" by which the cost of the equipment renewal and replacement is prorated over the estimated life of the Radio System and paid on an annual basis throughout that life. The Replacement Fund may also be used to expand the system as determined appropriate by the County.
- 5.02 The City shall pay the County \$211.42 per unit per year for the Renewal and Replacement Fund. The City shall pay the annual Renewal and Replacement fee of \$211.42 retroactive to December 20, 2005. The City shall pay at least fifty (50) percent of the retroactive Renewal and Replacement fees to the County prior to September 30, 2008, and shall pay the balance of the retroactive Renewal and Replacement fees prior to September 30, 2009. The City will not be considered "permanently" connected until all fees required pursuant to this Agreement have been paid. The annual Replacement Fund contributions may be reviewed every three (3) years starting January 3, 2003 and may be adjusted for the following fiscal year by notice to the City by the County's Facilities Development & Operations Department issued by April 1st. In any case the cost shall be equal to that charged to a County Department.
- 5.03 In the event of a termination of this Agreement by the City or the County, the City will not be reimbursed for any contributions to the Replacement Fund.

SECTION 6: ONE-TIME SYSTEM ACCESS CHARGE

- 6.01 The City shall pay a one-time access charge for each subscriber unit on the system in the amount of \$2089.00 per unit. The City shall pay at least fifty (50) percent of the one-time access charges to the County prior to September 30, 2008, and shall pay the balance of the one-time access charges prior to September 30, 2009. The City will not be

①

considered "permanently" connected until all fees required pursuant to this Agreement have been paid. Each subscriber unit added to the County System will be charged the same amount at the time the unit is programmed for system access. The one-time connection charge may be reviewed every three (3) years starting January 3, 2003 and adjusted for the following fiscal year by notice to the City by the County's Facilities Development & Operations Department issued by April 1st. In any case, the cost shall be equal to that charged to a County Department.

- 6.02 The City may permanently transfer ownership of the City's 800 MHz frequency (814.7625/859.7625 MHz), with a value of \$130,000.00, to the County to offset a portion of the amount owed by the City for the one-time access charges under this Agreement. The County will credit the \$130,000.00 upon receipt of a license grant by the Federal Communications Commission. Upon termination or expiration of this Agreement, the County will retain the frequency.
- 6.03 In the event of any termination of the agreement, the one-time access charges will not be reimbursed.

SECTION 7: ANNUAL BUDGET INFORMATION TO BE PROVIDED

- 7.01 The County may review and update the fees and charges as identified in Sections 3, 5 and 6 once every three (3) years and transmit same to the City prior to April 1st for the following fiscal year beginning October 1st. These revised fees and charges will be applicable for the upcoming fiscal year and will automatically become a part of this Agreement on October 1st of the applicable year.
- 7.02 The City will be responsible for estimating the number of units which it will have on the system for the upcoming fiscal year and budgeting accordingly based on the fees and charges described in Section 7.01. In order to assist the City, the County will compile a list of the active radios that the City has on the System in the current year and will transmit with the information described in Section 7.01 for information purposes only. The City shall be responsible for budgeting for any additional radios that it proposes to add to the system in the current fiscal year.

SECTION 8: BILLING SCHEDULE

- 8.01 Each November 15th, the County will invoice the City for the number of radios that were on the system as of the prior September 30th using the per unit fees and charges described in Sections 3 and 5 of the Agreement. If the effective date of this Agreement is between November 15th and September 30th, the City will be charged pursuant to Section 8.02
- 8.02 Any additional radios which the City requests to operate on the system will be charged fees for a full year pursuant to Sections 3 and 5, regardless of the time of the year that the additional unit is programmed into the System.

- 8.03 The County shall prepare and transmit a separate invoice for the one-time access charge pursuant to Section 6 of this Agreement within 10 days of the City's request for subscriber units to be programmed on the System. The City shall pay the one-time access charge at anytime prior to the October 15th following the effective date of this Agreement.
- 8.04 Upon receipt of any invoice, the City will immediately review same and report any discrepancies to the County within 10 days of receipt. Payment will be due to the County within 30 days of receipt of the invoice (except for invoices issued pursuant to Section 8.03). Payments shall be sent to:

Facilities Development & Operations

Fiscal Manager

2633 Vista Parkway

West Palm Beach, FL 33411-5603

Attn: 800 MHZ Interlocal Agreement # _____, Invoice # _____

SECTION 9: COUNTY RESPONSIBILITIES

- 9.01 The County shall be responsible for the maintenance and operation of the System. The County shall notify the City Representative in advance of scheduled maintenance which impacts the users of the System and shall respond to emergencies in the time frames and according to the procedures identified. Routine maintenance that affects system coverage and/or capacity shall be attempted to be made during non-peak hours.
- 9.02 The County shall be responsible for all permitting, licensing, and fees associated with the operation of the System.
- 9.03 The County shall be responsible for the management of the Replacement Fund and, through same, responsible for the capital replacement or expansion of System equipment and infrastructure.
- 9.04 The County shall maintain radio coverage within the City's municipal boundaries as described in the contract with Motorola throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures.
- 9.05 The County will provide notifications of system problems and time for system restoration to the City Representative within the time frames identified in Attachment 2.
- 9.06 The County shall be responsible for talk group and fleet mapping management in accordance with the stated procedures and policies.

8

SECTION 10: INDEMNIFICATION AND LIABILITY

The County makes no representations about the design or capabilities of the County System. The City has decided to enter into this Agreement and use the County's system based on its review of the system design, system coverage, manufacturing and installation details contained in the County's contract with Motorola R98-2006D dated 12/01/98 and subsequent field measurements and testing data that may exist. The County agrees to use its best efforts to provide the City with the use of the system described in this Agreement, but makes no guarantee as to the continual, uninterrupted use of the radio communication system, or its fitness for the communication needs of the City.

City shall, subject to the limits of liability set forth in Section 768.28, Florida Statutes, indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use or lack thereof, of the County's System; (ii) use by City, or (iii) any act or omission of City, its agents, contractors, employees or invitees. In case County shall be made a party to any litigation commenced against the City or by City against any third party, then City shall protect and hold harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Neither the County nor the City shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio system itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

The terms and conditions of this Interlocal Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the City waive all remedies, including, but not limited to, consequential and incidental damages.

SECTION 11: OWNERSHIP OF ASSETS

All assets maintained under Section 4 of this Agreement will remain assets of the City at all times. Parts incorporated into assets owned by the City will immediately become a part of the asset and will be the property of the City. All other assets involved in the System will remain the County's, despite the City's financial contribution to their maintenance, renewal and replacement.

SECTION 12: TERM OF AGREEMENT

The initial term of this Agreement is for five (5) years and shall commence immediately upon execution of this Agreement. The Agreement may be renewed for two (4) year terms thereafter. At least eight (8) months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. Such Renewal Amendment will require approval of both parties and the County may not unreasonably withhold its approval of the Renewal Amendment.

SECTION 13: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment executed by both the Board of County Commissioners and the City Council.

SECTION 14: TERMINATION

This Agreement can be terminated by either party, with or without cause. Any termination shall be effective only on October 1st of any year and shall be with a minimum of six (6) months notice. In the event of termination, repayment of financial contributions, made by the City, to the County System will be made according to the applicable sections of this Agreement.

SECTION 15: ANNUAL BUDGET APPROPRIATIONS

The County's and City's performance and obligations to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the City Council.

SECTION 16: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

800 MHZ System Administrator
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the City:

Greenacres Public Safety
Attn: Director of Public Safety
2995 Jog Road
Greenacres, FL 33467

City Manager
City of Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463

SECTION 17: APPLICABLE LAW/ENFORCEMENT COSTS

This section shall be governed by the laws of the State of Florida.

SECTION 18: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 19: ENTIRE AGREEMENT

This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the

11

County and City concerning the System. All representations, either oral or written, shall be deemed to be merged into this Agreement; except as herein otherwise provided, no subsequent alternation, waiver, change or addition to this Agreement shall be binding upon County or City unless reduced to writing and signed by them.

SECTION 20: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of County or City officers.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

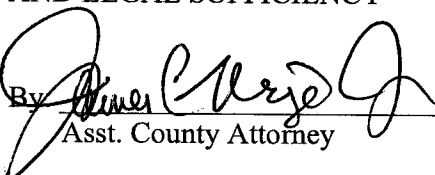
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

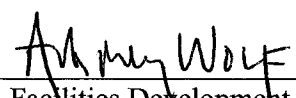
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Asst. County Attorney

By: 
Dir. Facilities Development & Ops.

ATTEST:

CITY OF GREENACRES, FLORIDA

By: 
City Clerk

By: 
Samuel J. Ferreri, Mayor

RECEIVED
CITY CLERK
JAN 12 2012