

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: April 7, 2009

[X ] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: an Interlocal Agreement with the Town of Lantana (Town) allowing direct access to the County's 800 MHz Radio System.

**Summary:** This interlocal agreement provides the terms and conditions under which the Town can directly access the County's 800Mhz Radio System. The terms of this agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies where connection through an established municipal hub is not technically feasible. The agreement requires that the Town pay a one-time 2,089/unit access or capacity charge as well as annual fees of \$211.42/unit towards the renewal and replacement fund and \$154.00/unit towards maintenance and operation of the system infrastructure. The Town may permanently transfer the City's 800MHz frequency with a value of \$130,000 to the County to offset a portion of the amount owed by the Town for the one-time access charges under this agreement. The Town is required to pay all costs associated with subscriber units and to comply with the established operating procedures for the System. The Town will be a member of the Law Enforcement User Committee which reviews and recommends policies and practices for the operation of the System. The term of the agreement is four (4) years with two (2) – four (4) year renewals. The Agreement may be terminated by either party, with or without cause, on October 1<sup>st</sup> of any year, with a minimum of 6 months notice. (FDO Admin) District 3 (JM)

**Background and Justification:** When the County installed its 800 MHz Radio System consistent with the concept set forth by the 1995 CJC approved Law Enforcement Countywide Communications Plan, it was designed so that other agencies would achieve interoperability via one of two methods; a city regional radio hub ("Hub") or by directly accessing the County system. In a perfect world, all non-County agencies would connect through a Hub, as the Hub's radio capacity is not on the County's system. However, there are some circumstances where connection via a hub is not possible. The two obvious circumstances are 1) when a hub does not exist, or 2) when a Hub cannot provide coverage or capacity to the agency. Less obvious are the circumstances where the Hub and the agency are unable to reach agreement and the agency prefers to join the County system directly or the Hub has not connected to the County's system. In either of the two latter cases, Staff will satisfy itself that the agency has made efforts to join via the Hub prior to Staff recommending direct access on the County's system.

In the case of Town of Lantana, there is no hub in existence which can accommodate this Town's needs and, therefore, meets one of the established criteria for direct access.

**Attachments:**

Interlocal Agreement

Recommended by:

Amy White  
Department Director

3/19/09  
Date

Approved by:

[Signature]  
County Administrator

3/24/09  
Date

## II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
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>110,448.90</u> )	( <u>16,443.90</u> )	( <u>16,443.90</u> )	( <u>16,443.90</u> )	( <u>16,443.90</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>110,448.90</u> )*	( <u>16,443.90</u> )	( <u>16,443.90</u> )	( <u>16,443.90</u> )	( <u>16,443.90</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:

C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS:

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

\* If the Town transfers the 800 MHz frequency to the County (\$130,000 value), it will offset the revenue in FY 2009, 2010 and 2011.

Jim D. [Signature] 3-27-09  
OFMB

[Signature] 3/27/09  
Contract Dev. and Control  
3/27/09

B. Legal Sufficiency:

[Signature] 3/30/09  
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

\_\_\_\_\_

## 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 TOWN OF LANTANA, a municipal corporation ("Town").

### WITNESSETH

WHEREAS, the County and the Town are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the Town; 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 Town 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 Town can directly access the County's Radio System saving the taxpayers money of both the County and the Town 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 Town. This Agreement identifies the conditions of use, the cost of access and on-going use, and the ability of the Town 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 Town Equipment: Also known as "agency radios", are Town 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.

## 1.03 Agreement History

Upon the effective date of this Agreement, Agreement R2005-2157 is terminated.

## 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 Town'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

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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 in each discipline utilizing the System. The Town shall assign representatives to attend User Committee meetings for each of the law enforcement, fire-rescue, and public works disciplines for which the Town 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 Town 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 Town by the System Administrator. The Town 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 ten (10) 800 MHz 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 Town will 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 Town no later than April 1<sup>st</sup>, by the County's Facilities Development & Operations Department. In any case, the cost of maintenance to the Town 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 Town, the Town shall be reimbursed the pro rata share of maintenance fees based on the date of termination. In the event of termination by the Town, no maintenance fees will be reimbursed.

#### **SECTION 4: TOWN RESPONSIBILITIES AND EQUIPMENT**

- 4.01 The Town 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 Town. The Town shall be required to keep its equipment in proper operating condition and the Town is solely responsible for maintenance of their radio equipment.
- 4.02 Within 15 days of the execution of this Agreement, the Town is to provide the County with a single Town Representative who is the Town's single point of contact for matters relating to this Agreement.
- 4.03 Within 15 days of the execution of this Agreement, the Town 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 Town until requested in writing and approved by the System Administrator.
- 4.031 The Town will only program talk groups into its radio that are authorized by the County to the Town for its use. The Town 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 Town will be required to program the Common Countywide Talk Groups which reside on the System for use by the Town 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 Town 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 Town may request the use of encryption, but must obtain a letter of authorization from the Palm Beach County Sheriff's Office for use of the digital/encryption capabilities of the System. The System Administrator shall be provided with all such authorization letters.
- 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 Town signing this

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Agreement may be requested to reassign their radios to one of the "Hub" Systems. If the Town is requested to be reassigned, the Town shall agree to reassign their radios to the Hub providing that the County maintains the equivalent radio coverage within the Town and the County pays to reprogram the Town's radios.

- 4.04 The Town 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 Town 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 Town shall be considered authorized to receive access and programming codes for the maintenance of the Town'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 Town executing its contract with a commercial service provider.
- 4.05 The Town is solely responsible for the performance and the operation of Town's equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Town owned equipment, the County will request the Town 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 Town in writing if the device is causing interference to the system. In the case of stolen or lost equipment, the Town Representative will notify the County in writing or via e-mail authorizing the County to disable the equipment. The Town 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 Town 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 Town will not program these features into the Town's radios. If roaming, private call, and/or telephone interconnect are allowed on the System in the future, the Town may, at its own expense, reprogram the Town'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 Town 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 Town 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 Town a matrix of the approved talk groups, aliases, and radio ID numbers prior to the Town's radios being programmed into the County's 800 MHz system. The Town 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 Town'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 Town shall pay the County \$211.42 per unit per year for the Renewal and Replacement Fund. 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 Town by the County's Facilities Development & Operations Department issued by April 1<sup>st</sup>. 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 Town or the County, the Town will not be reimbursed for any contributions to the Replacement Fund.

#### **SECTION 6: ONE-TIME SYSTEM ACCESS CHARGE**

6.01 The Town will be assessed a one-time access charge for each subscriber unit on the system in the amount of \$2089.00 per unit. Each subscriber unit added to the County

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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 Town by the County's Facilities Development & Operations Department issued by April 1<sup>st</sup>. In any case, the cost shall be equal to that charged to a County Department.

- 6.02 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 and transmit same to the Town prior to April 1<sup>st</sup> of each year for the following fiscal year beginning October 1<sup>st</sup>. These revised fees and charges will be applicable for the upcoming fiscal year and will automatically become a part of this Agreement on October 1<sup>st</sup> of the applicable year.
- 7.02 The Town 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 Town, the County will compile a list of the active radios that the Town has on the System in the current year and will transmit with the information described in Section 7.01 for information purposes only. The Town 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 15<sup>th</sup>, the County will invoice the Town for the number of radios that were on the system as of the prior September 30<sup>th</sup> 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 15<sup>th</sup> and September 30<sup>th</sup>, the Town will be charged pursuant to Section 8.02.
- 8.02 Any additional radios which the Town 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 Town's request for subscriber units to be programmed on the System. The Town shall pay the one-time access charge at anytime prior to the October 15<sup>th</sup> following the effective date of this Agreement.
- 8.04 Upon receipt of any invoice, the Town will immediately review same and report any

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discrepancies to the County within 10 days of receipt. Payment will be due to the County within 30 days of receipt of the invoice (but for invoice 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: FREQUENCIES

- 9.01 Upon execution of this Agreement, the Town agrees to allow the County to co-channel license any 800 MHz frequencies licensed to the Town which could be used as part of the County's 800 MHz voice or data systems. The County will request a letter from the Town to the FCC and APCO allowing the County to license the Town's 800 MHz frequencies at the County's 800 MHz tower sites. The County will be responsible for all engineering, coordination, and licensing costs required to implement the frequency (ies). During the term of this Agreement, the County will be responsible for the licensing and administration of the Town's frequencies. The County may use these frequencies for any lawful purpose it deems appropriate during the term of this Agreement. The Town will be required to cease using the frequencies during the time the Agreement is in effect unless negotiated with the County. Upon termination of this Agreement, the County will relinquish the co-channel licenses and remove the frequencies from service from the County's equipment or request the licensing of new frequencies as defined in Section 9.02. The Town will then be allowed to resume use of its own or alternate frequencies for its communication needs.
- 9.02 If the County is utilizing the Town's frequencies in one of the Hub's systems at the time of termination as defined in Section 9.01, the County may request the Town accept an alternate frequency to avoid a disruption of the existing network. The County will assist the Town in the required engineering, coordinating, licensing, and implementation of any alternate, if required. The Town may remain on the County's system until the frequency license is granted by the Federal Communications Commission (FCC). Upon issuance of the license by the FCC, the Town will have 90 days to migrate back to its own system.
- 9.03 The Town may permanently transfer ownership of the Town's 800 MHz frequency (813/858.1375 MHz) with a value of \$130,000, to the County to offset a portion of the amount owned by the City for the one-time access charges under this Agreement. The County will credit the \$130,000.00 upon the receipt of a license grant by the Federal Communications Commission. Upon termination or expiration of this Agreement, the County will retain the frequency.

Notwithstanding the provisions of Section 9.01, the Town will retain frequency 811/856.4625 for its use.

## **SECTION 10: COUNTY RESPONSIBILITIES**

- 10.01 The County shall be responsible for the maintenance and operation of the System. The County shall notify the Town 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.
- 10.02 The County shall be responsible for all permitting, licensing, and fees associated with the operation of the System.
- 10.03 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.
- 10.04 The County shall maintain radio coverage within the Town'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.
- 10.05 The County will provide notifications of system problems and time for system restoration to the Town Representative within the time frames identified in Attachment 2.
- 10.06 The County shall be responsible for talk group and fleet mapping management in accordance with the stated procedures and policies.

## **SECTION 11: INDEMNIFICATION AND LIABILITY**

The County makes no representations about the design or capabilities of the County System. The Town 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 Town 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 Town.

Town shall 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 Town, or (iii) any act or omission of

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Town, its agents, contractors, employees or invitees. In case County shall be made a party to any litigation commenced against the Town or by Town against any third party, then Town 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 Town 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 Town waive all remedies, including, but not limited to, consequential and incidental damages.

#### **SECTION 12: OWNERSHIP OF ASSETS**

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

#### **SECTION 13: TERM OF AGREEMENT**

The initial term of this Agreement is for four (4) years and shall commence immediately upon execution of this Agreement. The Agreement may be renewed for two (4) year terms thereafter. At least eight months prior to the expiration of this Agreement's term, the Town 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 14: 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 Town Council.

#### **SECTION 15: TERMINATION**

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

#### **SECTION 16: ANNUAL BUDGET APPROPRIATIONS**

The County's and Town'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 Town Council.

#### **SECTION 17: 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

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Direct Access Agreement  
Lantana - 02/16/09 0900

As to the Town:

Town Manager, Town of Lantana  
500 Greynolds Circle  
Lantana, FL 33462-4592

Police Chief, Town of Lantana  
500 Greynolds Circle  
Lantana, FL 33462-4592

#### **SECTION 18: APPLICABLE LAW/ENFORCEMENT COSTS**

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

#### **SECTION 19: FILING**

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

#### **SECTION 20: 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 County and Town 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 Town unless reduced to writing and signed by them.

#### **SECTION 22: DELEGATION OF DUTY**

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

By: \_\_\_\_\_  
Deputy Clerk

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

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Asst. County Attorney

By: Anthony Woy  
Dir. Facilities Development & Ops.

ATTEST:

TOWN OF LANTANA, FLORIDA

By: Capital H. Hall  
Town Clerk

By: Daryl Stand  
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: R. M. [Signature]  
Town Attorney

Attachment 1

PALM BEACH COUNTY  
800 MHz RADIO COMMUNICATIONS SYSTEM  
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of 800 MHz System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. 800 MHz Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the 800 MHz System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of 800 MHz System During Times of Catastrophic Failure, which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. Network Maintenance and Administration Plan	Jun. 6, 2002

PALM BEACH COUNTY  
800 MHz TRUNKED RADIO COMMUNICATIONS NETWORK  
NETWORK ADMINISTRATION PLAN

Version #3

**NETWORK ADMINISTRATION:**

**Introduction:**

In July 1999 the Communications System Operations Policy and Administration Committee (CSOPAC) was formed and the first meeting was held October 4, 1999. This committee was formed to develop policies for maintenance, administration, and funding for the Countywide 800 Mhz Communications Network. The CSOPAC will sunset after two years with the October 2001 meeting and shall transfer its oversight responsibilities to a Countywide Radio System Steering Committee (CRSSC) to be established. This committee shall address the higher level issues of funding, recommendations for changes to the system or to the operating policies, and to resolve conflicts that may arise over the life of the system. User Committees shall also be established to represent the interests of the three disciplines utilizing the system: Law Enforcement, Fire & Rescue, and Public Works.

**Purpose:**

The purpose of this document is to establish the Countywide Radio System Steering Committee (CRSSC) and the User Committees and the membership and establish the procedures for creating by-laws. The document shall further establish the relationships between the committees and the System Administrator and the System Managers of the users agencies. The committees and the management positions and their responsibilities were initially established as part of the Memorandum of Understanding Between the Palm Beach County Sheriff's Office and Palm Beach County for the Management, Operation, and Maintenance of the 800 Mhz Trunking System signed December 2, 1999.

**THE COMMITTEES:**

**Countywide Radio System Steering Committee:**

The Countywide Radio System Steering Committee shall be responsible for oversight and implementation of the policies and procedures established by the CSOPAC. The committee shall also establishing new policies or procedures or modify the existing policies and procedures as required to adapt to new operating conditions or to address problems. The committee shall also review and approve or deny recommended changes to the maintenance, management, or operational of the network.

The CRSSC shall meet on an as needed basis to resolve issues or review specific recommendations. The chairperson of the CRSSC shall receive issues or recommendations from the chairperson of the User Committees or the System Administrator and shall call meetings as required. The by-laws for the committee shall be established by the membership as the first order of business after the committee is established.

The System Administrator shall act as the chairperson for the CRSSC until the committee by-laws are complete and the first election is scheduled. The chairperson shall be elected from the membership thereafter.

### **User Committees**

In addition to the CRSSC, three User Committees shall be established to represent the participating law enforcement, fire-rescue, and public works agencies. These committees shall be made up of technical or operations representatives from each of the disciplines participating on the network. These committees shall serve to direct technical and operational concerns from dispatch and field operations to the User Committee chairperson whom shall in turn route these issues to the System Administrator for action. All the policy or procedure problems, issues, or recommendations of the User Committees shall be directed to the System Administrator to minimize CRSSC involvement and the approvals required to obtain action on a problem (note that the problems referenced here are not system failures or other situations that require immediate attention. Trouble reporting procedures are established in the Maintenance and Administration Plan). Issues or recommendations which conflict with the policies established for the network, the practices of the System Administrator, or with the operational requirements of the other user agencies, shall be forwarded to the CRSSC for resolution.

The chairperson of the User Committees shall be the System Managers appointed to oversee the network operations for the law enforcement, fire-rescue, and public works agencies of the County until the committee by-laws are complete and the first election is scheduled. The chairperson shall be elected from the membership thereafter. By-laws for the committees shall be established by the committee members as the first order of business after the committee is established.

The User Committees shall meet quarterly or more frequently as requested by the chairperson to address urgent issues.

### **THE ADMINISTRATORS AND MANAGERS:**

#### **System Administrator**

A System Administrator position shall be established within the Palm Beach County Communications Division to administer the day-to-day operations and maintenance of the communications network. The System Administrator shall be responsible to implement the policies and procedures established for network operations. The System Administrator shall be responsible for the day-to-day network operations, network maintenance, data maintenance, budgeting, and related activities required to maintain the proper operation of the system. The System Administrator shall keep the user agencies informed of the status of the network, changes to the network or the network programming, feature capabilities or new feature offerings, and other issues related to system operation as may arise during the life of the network.

#### **System Managers**

A System Manager shall be identified by each organization participating on the network. The System Manager for the law enforcement, fire-rescue, or public works agencies of the County shall represent their respective organization in all committee meetings and activities and shall be authorized to make decisions about the agency's participation in the countywide communications network. Municipalities and other non-County agencies participating on the network shall also identify system managers to represent their interests. A representative for each User Committee for each discipline they have active on the system is recommended but not necessary.

## **MEMBERSHIP AND MAKEUP OF THE COMMITTEES**

### **Countywide Radio System Steering Committee Membership**

The membership of the CRSSC shall consist of the following:

Chairperson: The System Administrator until by-laws are complete and first the election is scheduled.

Members: The County Administrator or Designee  
The Chairperson from the Law Enforcement User Committee  
The Chairperson from the Fire-Rescue User Committee  
The Chairperson from the Public Works User Committee  
An Appointee from the South County Communications Cooperative  
An Appointee from the City of West Palm Beach System User Group (non-voting)  
The PBC Emergency Management Director or designee  
An Appointee from the MPSCC (non-voting)  
An Appointee from the Health Care District (non-voting)

### **User Committee**

Users Committee membership shall be as given below:

Chairperson: System Manager from the County agency until the by-laws are complete and the first election is scheduled.

Members: System Managers from Participating Agencies (Only participating agencies shall be represented in the User Committees.)

PALM BEACH COUNTY

800 MHz System TALK -GROUP / UNIT ALLOCATION TABLE

Talk Group and Unit ID Ranges

Range	Talk Group		Talk Group Quantity	Modulation	Radio ID		Radio ID Quantity
	Range Start	Range End			Range Start	Range End	
1	800001	800507	253	Digital	700000	708127	8127
2	800508	800511	2	Res. for Sys.	708128	708191	63
3	800512	801535	512	Resd. Future	708192	724575	16383
4	801536	802559	512	Analog	724576	740959	16383
5	802560	804095	768	Analog	740960	765534	24574
Total:			2048		Total:		65530 *

\* system limitation

ANOUNCEMENT GROUPS									
		Analog	50	801537	801635	N/A	N/A	N/A	
ANOUNCEMENT GROUPS		Digital	7	800001	800013	N/A	N/A	N/A	
PALM BEACH COUNTY AGENCIES									
Palm Beach County Sheriff's Office	PBSO	Analog	250	801637	802135	6000	724576	730575	1
Palm Beach County Sheriff's Office	PBSO	Digital	50	800101	800199	1000	700000	700999	1
Palm Beach County Fire-Rescue	PBFR	Analog	120	802137	802375	3000	730576	733575	1
Palm Beach County EMS	PBEMS	Analog	50	802377	802475	1000	733576	734575	1
Palm Beach County Public Works	PBPW	Analog	100	802477	802675	4500	734576	739075	1
Palm Beach County Public Works	PBPW	Digital	20	800293	800331	100	704024	704123	
NORTH COUNTY GROUP									
Town of Juno Beach	TJB	Analog	5	802677	802685	100	739076	739175	7
Town of Juno Beach	TJB	Digital	1	800015	800015	10	704124	704133	10
Town of Jupiter	TJP	Analog	30	802687	802745	600	739176	739775	7
Town of Jupiter	TJP	Digital	2	800017	800019	60	704134	704193	10
Town of Jupiter Inlet Colony	TJIC	Analog	2	802747	802749	40	739776	739815	7
Town of Jupiter Inlet Colony	TJIC	Digital	1	800021	800021	4	704194	704196	10
Town of Lake Park	TLP	Analog	20	802751	802789	400	739816	740215	3.6
Town of Lake Park	TLP	Digital	1	800023	800023	40	704197	704236	10
Village of North Palm Beach	NPB	Analog	10	802791	802809	200	740216	740415	7
Village of North Palm Beach	NPB	Digital	1	800025	800025	20	704237	704256	10
City of Palm Beach Gardens	PBG	Analog	60	802811	802929	1200	740416	741615	3.6
City of Palm Beach Gardens	PBG	Digital	3	800027	800031	120	704257	204376	10
Village of Tequesta	VOT	Analog	10	802931	802949	200	741616	741815	8
Village of Tequesta	VOT	Digital	1	800033	800033	20	704377	704396	10

## PALM BEACH COUNTY

800 MHz System

## TALK -GROUP / UNIT ALLOCATION TABLE

NORTH CENTRAL GROUP									
Town of Cloud Lake	TCL	Analog	2	802951	802953	40	741816	741855	5
Town of Cloud Lake	TCL	Digital	1	800035	800035	4	704397	704400	10
City of Glen Ridge	CGR	Analog	2	802955	802957	40	741856	741895	5
City of Glen Ridge	CGR	Digital	1	800037	800037	4	704401	704404	10
Town of Mangonia Park	TMP	Analog	3	802959	802963	60	741896	741955	7
Town of Mangonia Park	TMP	Digital	1	800039	800039	6	704405	704410	10
Town of Palm Beach	TPB	Analog	25	802965	803013	500	741956	742455	3.6
Town of Palm Beach	TPB	Digital	1	800041	800041	50	704411	704460	10
City of Palm Beach Shores	PBS	Analog	3	803015	803019	60	742456	742515	5
City of Palm Beach Shores	PBS	Digital	1	800043	800043	6	704461	704466	10
City of Riviera Beach	CRB	Analog	30	803021	803079	600	742516	743115	7
City of Riviera Beach	CRB	Digital	2	800045	800047	60	704467	704526	10
City of West Palm Beach	WPB	Analog	100	803081	803279	2010	743116	745125	7
City of West Palm Beach	WPB	Digital	6	800049	800059	200	704527	704726	10
SOUTH CENTRAL GROUP									
City of Atlantis	COA	Analog	3	803281	803285	60	745126	745185	7
City of Atlantis	COA	Digital	1	800061	800061	6	704727	704732	10
City of Greenacres	CGA	Analog	7	803287	803299	140	745186	745325	7
City of Greenacres	CGA	Digital	1	800063	800063	14	704733	704746	10
City of Greenacres	CGA	Analog				100	756516	756615	
Town of Haverhill	THH	Analog	2	803301	803303	40	745326	745365	5
Town of Haverhill	THH	Digital	1	800065	800065	4	704747	704750	10
Town of Hypoluxo	THP	Analog	3	803305	803309	60	745366	745425	5
Town of Hypoluxo	THP	Digital	1	800067	800067	6	704751	704756	10
Town of Lake Clarke Shores	TLCS	Analog	2	803311	803313	40	745426	745465	7
Town of Lake Clarke Shores	TLCS	Digital	1	800069	800069	4	704757	704761	10
City of Lake Worth	CLW	Analog	30	803315	803373	600	745466	746065	7
City of Lake Worth	CLW	Digital	2	800071	800073	60	704762	704821	10
City of Lake Worth	CLW	Digital				40	705832	<b>705871</b>	10
Town of Lantana	TLA	Analog	5	803375	803383	100	746066	746165	2
Town of Lantana	TLA	Digital	1	800075	800075	10	704822	704831	10
Town of Manalapan	TMN	Analog	2	803385	803387	40	746166	746205	7
Town of Manalapan	TMN	Digital	1	800077	800077	4	704832	704835	10
Village of Palm Springs	VPS	Analog	6	803389	803399	120	746206	746325	2
Village of Palm Springs	VPS	Digital	1	800079	800079	12	704836	704847	10
Village of Royal Palm Beach	RPB	Analog	18	803401	803435	360	746326	746685	7
Village of Royal Palm Beach	RPB	Digital	1	800081	800081	36	704848	704833	10

## PALM BEACH COUNTY

800 MHz System

## TALK -GROUP / UNIT ALLOCATION TABLE

Town of South Palm Beach	SPB	Analog	2	803437	803439	40	746686	746725	7
Town of South Palm Beach	SPB	Digital	1	800083	800083	4	704884	704887	10
Village of Wellington	VOW	Analog	10	803441	803459	200	746726	746925	5
Village of Wellington	VOW	Digital	1	800085	800085	20	704888	704907	10
<b>SOUTH COUNTY GROUP</b>									
City of Boca Raton	CBR	Analog	40	803461	803539	800	746926	747725	3
City of Boca Raton	CBR	Analog				100	755816	755915	
City of Boca Raton	CBR	Analog				200	756616	756815	
City of Boca Raton	CBR	Digital	40	800365	800443	800	701000	701799	10
City of Boca Raton	CBR	Digital	-	-	-	100	704982	705081	
City of Boca Raton	CBR	Digital	-	-	-	500	705332	705831	
City of Boynton Beach	CBB	Analog	26	803541	803591	520	747726	748245	3
City of Boynton Beach	CBB	Analog				100	755916	756015	
City of Boynton Beach	CBB	Digital	32	800445	800507	800	701800	702599	10
City of Boynton Beach	CBB	Digital	8	800347	800363				
Town of Briny Breezes	TBB	Analog	-	-	-	-	-	-	4
City of Delray Beach	CDB	Analog	20	803593	803631	400	748246	748645	3,6
City of Delray Beach	CDB	Digital	46	800201	800291	920	702600	703519	
Village of Golf	VOG	Analog	2	803753	803755	40	749846	749885	5
Village of Golf	VOG	Digital	1	800087	800087	4	704908	704911	10
Town of Gulf Stream	TGS	Analog	2	803757	803759	40	749886	749925	2
Town of Gulf Stream	TGS	Digital	1	800089	800089	4	704912	704915	10
Town of Highland Beach	THB	Analog	2	803761	803763	40	749926	749965	5
Town of Highland Beach	THB	Digital	1	800091	800091	4	704916	704919	10
Town of Ocean Ridge	TOR	Analog	5	803765	803773	100	749966	750065	7
Town of Ocean Ridge	TOR	Digital	1	800093	800093	10	704920	704929	10
<b>WEST COUNTY GROUP</b>									
City of Belle Glade	CBG	Analog	18	803775	803809	360	750066	750425	7
City of Belle Glade	CBG	Digital	1	800095	800095	36	704930	704965	10
City of Pahokee	CPK	Analog	4	803811	803817	80	750426	750505	7
City of Pahokee	CPK	Digital	1	800097	800097	8	704966	704973	10
City of South Bay	CSB	Analog	4	803819	803825	80	750506	750585	2
City of South Bay	CSB	Digital	1	800099	800099	8	704974	704981	10

## PALM BEACH COUNTY

## 800 MHz System TALK -GROUP / UNIT ALLOCATION TABLE

FEDERAL, STATE, ADJACENT COUNTIES, AND SCHOOLBOARD									
Broward County Sheriff	BSO	Analog	-	-	-	1000	750586	751585	8
Broward County Sheriff (Additional)	BSO	Analog	-	-	-	1000	754816	755815	8
Fort Lauderdale	CFTL	Analog	-	-	-	20	751586	751605	8
Hendry County	HEND	Analog	-	-	-	480	751606	752085	8
State of Florida	STAT	Digital	7	800333	800345	500	703520	704019	10
PBC School Board	SCHL	Analog	11	803923	803943	230	752086	752315	
PBC School Board	SCHL	Analog				200	757314	<b>757513</b>	
Martin County	MC	Analog	-	-	-	1000	752316	753315	8
Martin County (Additional)	MC	Analog	-	-	-	500	753816	754315	8
Federal Users	FEDS	Analog	10	804007	<b>804025</b>	500	753316	753815	8
Federal Users (Digital Assignment)	FEDS	Digital	-	-	-	250	705082	705331	8,11
Coral Springs	CS	Analog	-	-	-	500	754316	754815	8
St Lucie County	STLU	Analog	-	-	-	500	756016	756515	8
City of Miami	MIA	Analog	-	-	-	500	756816	757313	
PBC Common Talk Groups	COMM	Analog	30	803945	804003	N/A	N/A	N/A	3
Total Assigned Talk Groups / Unit IDs		Analog	1,124			31,240			
Total Assigned Talk Groups / Unit IDs		Digital	253			5,328			

## Assumptions:

100% growth over life of system for all agencies.  
 Talk Groups assigned for every 20 units for public safety and every 30 for public works.  
 Only odd numbered talk groups are assigned.  
 Unit ID assignments are limited to 65,530 due to system capacity.

## Notes:

1. Allotment based on information provided for fleet mapping and unit quantities in project SOW.
2. Allotment based on January 1998 survey.
3. Allotment based on information provided for fleet mapping.
4. Included with Ocean Ridge.
5. No information available. Talk group and unit ID allotment estimated.
6. Units per talk group less than 20 unit standard based on unit information provide in January 1998 survey.
7. Allotment based on quantities from January 2000 survey.
8. These agencies will utilize the "Common Talk Groups" for communications.
9. **Bolded ID is the last block assigned**
10. Municipal Digital Talk-Groups (except for Municipalities connected via a "HUB") are to use the digital talk-groups on a **secondary basis only**.
11. PBSO has approved access to their digital secure talk-group(s) for this agency.

\* Indicates break in sequence denoting reserve of assigned talk groups and unit IDs.

File: G 800MHz\talk group - unit ID allocation & city digital.wb3