

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 1, 2009

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: an interlocal agreement with the Department of Homeland Security, U.S. Seventh Coast Guard District (Coast Guard) allowing for interoperable communications through the countywide common groups of the County's 800 MHz Radio System.

**Summary:** This interlocal agreement provides the conditions under which the Coast Guard can program into its radios and utilize the countywide common talk groups for certain types of inter-agency communications. The County's system will not be utilized for routine operational communications by the Coast Guard. The terms of the agreement are standard and have been offered to all municipalities and local branches of state and federal agencies with 800 MHz trunked radio capabilities. There are no charges associated with this agreement. The Coast Guard is required to pay all costs associated with subscriber units and to comply with the established operating procedures for the System. The term of the agreement is for five (5) years with three (3) - five (5) year renewals. The Agreement may be terminated by either party, with or without cause. (ESS) Countywide (JM)

**Background and Justification:** This Agreement provides interoperability via use of the countywide common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. The Coast Guard will only be able to access the common talk groups for specified types of communications and will conduct routine operational communications on its own radio system. As such there is no capacity impact to the County and hence no charges associated with this Agreement.

**Attachments:**  
Agreement

Recommended by: \_\_\_\_\_

*Armeny Woyf*  
Department Director

8/10/09  
Date

Approved by: \_\_\_\_\_

*[Signature]*  
County Administrator

8/10/09  
Date

**II. FISCAL IMPACT ANALYSIS**

A. 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>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</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>
<b>NET FISCAL IMPACT</b>	* <u>-0-</u> <i>See below</i>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</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:

There is no fiscal impact associated with this item.

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

**III. REVIEW COMMENTS:**

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

\* Funding for maintenance and operation of county's radio system is located in facilities budget 0001/410/450

*[Signature]* 8-24-09  
OFMB *[Signature]* 08/11/09 *[Signature]* 8/13/09

*[Signature]* 8/25/09  
Contract Dev and Control

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

*[Signature]* 8/27/09  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_

**AGREEMENT**

THIS AGREEMENT, made and entered into \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the UNITED STATES DEPARTMENT OF HOMELAND SECURITY, U.S. SEVENTH COAST GUARD DISTRICT, a federal agency ("Coast Guard").

WITNESSETH

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

WHEREAS, the County has purchased, designed, installed, and operates an 800 MHz Trunked Radio System that supports 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 Coast Guard 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 Coast Guard can access the Common Talk Groups established on the County's Radio System to receive the public safety benefit of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into 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 provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use and the ability of the Coast Guard to participate in the operational decisions relating to the use of the Common Talk Groups.

1.02 Definitions

1.021 Common Talk Groups: Talk groups established on the County's communications system that are made available to County Agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and executing of on-scene operations.

- 1.022 County Talk-Groups: Talk groups established on the County's communication system that are made available to county agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.
- 1.023 Coast Guard Equipment: Also known as "agency radios", are Coast Guard 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.
- 1.024 Radio Alias: The unique name assigned to an operators radio that displays on the dispatchers console when a radio transmits.
- 1.025 System: The 800 MHz Trunked Radio System funded, purchased, installed, maintained and owned by the County.
- 1.026 System Administrator: An employee within the County's Communication Division of the Department of 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 800 MHZ SYSTEM AND USE PROCEDURES**

- 2.01 The Palm Beach County Communications Division's 800 MHz System Administrator will be the Coast Guard's day to day contact and can be reached at 561-233-0837. The Communications Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Fire Rescue Dispatch Center on 561-712-6550 and the appropriate contact will be made.
- 2.02 The Network Administration Plan identifies the general procedures for the management of the system and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio Steering Committee (CRSSC) which is responsible for overseeing and implementing the policies and procedures for the County's 800 MHz Trunked Radio System.
- 2.03 The Coast Guard shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Coast Guard by the System Administrator. The Coast Guard agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County System.

## **SECTION 3: COUNTY EQUIPMENT & RESPONSIBILITIES**

- 3.01 The County System consists of ten (10) 800 MHz transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

- 3.02 The County System provides seamless County-Wide portable and mobile radio coverage for the Common Talk Groups. The radio coverage for the Common Talk Groups is identical to that of other County Talk Groups that reside on the County 800 MHz Trunked Radio System.
- 3.03 The County shall be responsible for the maintenance and operation of the County Radio System, including all costs associated with permitting and licensing.
- 3.04 The County shall maintain the coverage within the Coast Guard boundaries as described in the County's contract with Motorola R98-2006D 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. The Coast Guard shall be notified within a reasonable period of time in advance of scheduled preventive maintenance.
- 3.05 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies set forth in Attachment I.

#### **SECTION 4: COAST GUARD EQUIPMENT AND RESPONSIBILITIES**

- 4.01 The Coast Guard's equipment will be 800 MHz. mobile, portable, and control station equipment programmed to be used on the County's 800 MHz Trunked Radio System. The equipment used will be compatible with Motorola 800 MHz SmartNet and/or SmartZone communication systems. The Coast Guard will be required to keep its equipment in proper operating condition and the Coast Guard is responsible for maintenance of its radio equipment.
- 4.02 The Coast Guard will only program the Common Talk Groups and the individual unit ID numbers assigned by the System Administrator as part of this Agreement. The Coast Guard will **not** program into its radios County operational talk groups without a letter of authorization or a signed agreement from the County.
- 4.03 The Coast Guard shall provide the County with a list of persons/positions which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Coast Guard or its service provider until requested and approved in writing by the System Administrator.
- 4.04 The Coast Guard shall receive certain access codes to the County's System to enable the common talk groups to be programmed into their equipment. The access codes are to be treated as confidential information and the Coast Guard is responsible to safeguard the code information from release to unauthorized parties. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County will be kept confidential by the Coast Guard and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall be and remain the County's property and may only be reproduced or distributed with the written permission of the County. The Coast Guard agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.
- 4.05 Access and programming codes will only be released to; 1) service staff employed by the Coast Guard, 2) approved commercial service providers under contract with the Coast Guard, or 3) County departments (PBSO, Fire Rescue and/or County Communications, or 4) another Coast Guard that has

in-house service personnel and an agreement with the County.

- 4.06 The County will approve all commercial service providers upon review of whether the contract terms between the Coast Guard and the commercial service provider are adequate to protect the County's radio system from misuse, harm or release of access and programming codes to unauthorized persons.
- 4.07 The Coast Guard will be responsible for ensuring that the commercial service provider adheres to the terms of this agreement pertaining to the proper use of access/programming codes and radio use.
- 4.08 The Coast Guard is solely responsible for the performance and the operation of the Coast Guard equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Coast Guard owned equipment, the County will request the Coast Guard discontinue use of the specific device until the repairs are completed. The County may, at its discretion, disable the equipment from the System after properly notifying the Coast Guard in writing if the device is causing interference to the System.
- 4.09 In the case of lost or stolen equipment, the Coast Guard will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Administrator will advise back via e-mail when the radio has been disabled. A request by the Coast Guard to re-activate a disabled unit will also be required in writing by e-mail or fax to the System Administrator.

#### **SECTION 5 SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY COAST GUARD**

- 5.01 The Coast Guard will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the Common Talk Groups. The Coast Guard will provide the following information to the County:
  1. Radio manufacturer and model numbers.
  2. Radio serial numbers.
  3. Requested Aliases to be programmed.

The System Administrator will then compile this information and transmit back to the Coast Guard a matrix of the County-Wide talk groups, aliases, and radio ID numbers prior to the Coast Guard's radios being activated on the County's 800 MHz system. The Coast Guard is responsible for adhering to the Talk-Group and Radio ID allocations established by the County. The Talk-Group and Radio ID allocations are shown on Attachment II.

#### **SECTION 6: UTILIZATION AND MONITORING OF COMMON TALK GROUPS**

- 6.01 The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agencies radios. Usage of the Common Talk Groups is authorized to coordinate a multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to local emergencies and disasters. Other authorized uses include undercover operations, investigations,

perimeter communications, fire ground coordination, scene security, landing zone communications requiring participation of multiple agencies and disciplines..

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failures of their own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Administrator. Once approved by the System Administrator, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

- 6.02 The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicate talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, or as an additional dispatch, administrative, or car to car talk group for a single agency.
- 6.03 Agencies requesting to utilize the Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective dispatch center and to respond to calls for assistance from field units. The dispatch centers which combine more than one discipline in their dispatch center are required to monitor the disciplines which are dispatched. Agencies which do not utilize their own dispatch center are not required to monitor the Calling Talk Group.

#### **SECTION 7: INDEMNIFICATION AND LIABILITY**

The County makes no representations about the design or capabilities of the County System. The Coast Guard has decided to enter into this Agreement and use the County's system on the basis of having interoperability with the County and/or other municipalities during times of mutual aid and/or joint operations. 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 judgement or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the Coast Guard which is providing such service and not with the other party to the Interoperability Agreement.

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Coast Guard shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Coast Guard's negligence in connection with this Agreement, and County shall indemnify, defend and hold harmless the Coast Guard against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

The terms and conditions of this Interoperability Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Coast Guard waive all remedies with respect to each other, including, but not limited to, consequential and incidental damages, but this waiver shall not apply to third parties. The County agrees to use its best reasonable efforts to provide the Coast Guard with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the radio communication system, or its fitness for the communication needs of the Coast Guard.

#### **SECTION 8: OWNERSHIP OF ASSETS**

All assets maintained under this Agreement will remain assets of the respective party.

#### **SECTION 9: 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 three (5) year terms thereafter. At least six months prior to the expiration of this Agreement's term, the Coast Guard 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 10: AMENDMENTS TO THIS AGREEMENT**

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

#### **SECTION 11: TERMINATION**

This Agreement can be terminated by either party, with or without cause upon 10 days written notice. Upon request of termination by the Coast Guard, the System Administrator will proceed to disable the Coast Guard's radios from the County's System. It will be the responsibility of the Coast Guard to reprogram the Coast Guard's radios removing the County's System information from the radios. The Coast Guard will complete reprogramming the Coast Guard's radios within 60 days of the date of termination. Cities with greater than 100 radios will be given 90 days to re-program its radios.

#### **SECTION 12: NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered 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  
3323 Belvedere Road, Building 503  
West Palm Beach, FL 33406

With a copy to:

800 MHZ System Administrator  
3323 Belvedere Rd. Building 506  
West Palm Beach, FL 33406

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

As to the Coast Guard:

Commander (DT),  
Seventh Coast Guard District  
909 SE 1<sup>st</sup> Avenue, Suite 908  
Miami, FL 33131

**SECTION 13: APPLICABLE LAW/ENFORCEMENT COSTS**

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

**SECTION 14: FILING**

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

**SECTION 15: ENTIRE AGREEMENT**

This Agreement and any Attachments attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and Coast Guard concerning access to the Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Coast Guard unless reduced to writing and signed by them.

**SECTION 16: DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of County or Coast Guard 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: \_\_\_\_\_  
John F. Koons, Chairman

Interoperability Agreement  
Fed Agency Standard Form - 08/23/08 1640

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APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

ATTEST:

By: \_\_\_\_\_  
Witness

APPROVED AS TO TERMS  
AND CONDITIONS

By: Ammy Wolf  
Dir. Facilities Dev & Ops.

U.S. SEVENTH COAST GUARD DISTRICT

By: \_\_\_\_\_  
Keith H. LaPlant, Lieutenant Commander  
Chief, Office of Communications & Technology