

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** ("Agreement"), is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the cities of Boca Raton ("Boca Raton") and Delray Beach ("Delray Beach") and Boynton Beach ("Boynton Beach"), each a separate municipal corporation existing under the laws of the State of Florida.

WITNESSETH

WHEREAS, the Cities of Boca Raton, Delray Beach, and Boynton Beach, have established via Interlocal Agreement the South Palm Beach County Public Safety Communications Cooperative (the "Cooperative") for the purpose of expanding the geographic use of available frequencies for mutual assistance and daily activities and for the establishment and operation of radio communication systems; and

WHEREAS, the County has purchased, designed, installed, and committed to the operation of an 800 MHz Trunked Radio System to meet the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Management Service, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Cities have determined that the ability to provide interoperable systems is critical to the effective and efficient provision of public safety services; and

WHEREAS, the Cooperative acknowledges that by entering into this Agreement, the Cooperative has been able to save money as well as avoid costs by reserving capacity on the County's microwave system from the Boynton Beach Site to the County's Prime Site, both the Boynton Beach Site and County's Prime Site as hereinafter defined; and

WHEREAS, it has been determined mutually beneficial to all Parties to execute this Agreement which sets forth the parameters under which the radio systems of the Cities and the County can be connected saving the taxpayers money of both the County and the Cities as well as the opportunity to receive the public safety benefit of the interoperability; and

WHEREAS, the County and the Cities acknowledge and agree that during the period from February 3, 2011, until the Effective Date of this Agreement, the parties were and are bound by the terms of this Agreement; 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 consideration of the mutual covenants, promises and representations contained herein the parties hereto agree as follows.

SECTION 1: Purpose

The purpose of this Agreement is to set forth the parameters under which: 1) the County will make specific components of its 800 MHz Trunked Radio System available to the Cooperative in order to provide for interoperable radio communications between the County and the cities participating in the

Cooperative and 2) identify the use and monitoring requirements for the Common Talk Groups established on the County System.

SECTION 2: Definitions

2.01 Boynton Beach Site: The City of Boynton Beach's primary radio communications site located in Tract B, Rolling Green Ridge Second Addition, City of Boynton Beach.

2.02 Central Hub: The Central Hub Consists of the radio communications system operated by the City of West Palm Beach and includes those cities utilizing the system through interlocal agreement with the City of West Palm Beach.

2.03 Cities: The City of Boca Raton, the City of Delray Beach, and the City of Boynton Beach, as individual entities, but used in context of this Agreement to mean each city acting in the collective.

2.04 City-County Roaming Talk Group: Talk groups established on a municipal radio communications system for which the SmartZone TM Controller will assign channel resources on the County's communications systems when units from the talk group are registered on the System.

2.05 Common Countywide Talk Groups: Talk groups established on the County's communications system that are made available to municipalities and other non-County agencies. These talk groups must be programmed into agency radios and are selected by the user or dispatchers.

2.06 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.

2.07 Controller: The SmartZone TM Controller is the group of equipment components that provide audio routing and control signaling functions required to interface various independent communications system and provides interoperable operations between the individual systems.

2.08 Cooperative: The South Palm Beach County Public Safety Communications Cooperative which was established by Boca Raton, Delray Beach and Boynton Beach to collectively provide a radio communications system which provides radio communications for the three cities. All references to the Cooperative shall also refer to each of the Cities of Boca Raton, Delray Beach and Boynton Beach and to the approval of all actions of the Cooperative by the Cities pursuant to the Interlocal Agreement establishing the Cooperative dated 2/2/98.

2.09 Cooperative's System: The 800 MHz Trunked Radio System or systems, funded, purchased, installed, maintained and owned by the Cooperative or the individual cities. The system, or systems, shall include the fixed network and field radio transmitting and receiving equipment, microwave equipment and/or leased communication transport lines as required for communications between sites, dispatched center equipment and facilities required for the operations of each City's public safety and government services functions, and the towers and physical facilities require to house and maintain the system equipment.

2.10 CSOPAC: Communications System and Operations Policy Advisory Committee established to develop policies for the system in which both the County and the Cooperative participate.

2.11 CRSSC: Countywide Radio System Steering Committee established to oversee implementation of the policies established by the CSOPAC and to modify existing policies or create new policies as required over the life of the System.

2.12 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.

2.13 Radio Systems Manager: An employee within the County's Electronics Services and Security Division of the Facilities Development & Operations Department responsible for day to day administration and management of the System and County's designated contact person pursuant to various Sections of this Agreement.

2.14 North Hub: The North Hub is a communications system proposed to be developed by the municipalities in the northern County area.

2.15 Parties: All entities that have executed this Agreement which include the County, Boca Raton, Delray Beach and Boynton Beach.

2.16 Prime Site: The location for the County's SmartZone TM Controller.

2.17 Radio Alias: The unique name assigned to an operator's radio that displays on the dispatcher's console when a radio transmits.

2.18 Roaming Feature: A feature of the SmartZone TM Controller that allows units from specified talk groups to register onto communications systems associated with the SmartZone TM Controller when beyond the coverage of their primary system. Additionally these talk groups are assigned communications channels on the systems where units registered when there is talk group activity.

2.19 South Hub: The South Hub refers to the communications system, facilities and operations proposed by the South Palm Beach County Public Safety Communications Cooperative.

2.20 System: The 800 MHz Trunked Radio System funded, purchased, installed, maintained and owned by the County. The system will include fixed and field transmitting and receiving equipment, a microwave system for communications between sites, remote and prime site control and management equipment, dispatch consoles and related equipment and a SmartZone controller located at the prime site.

SECTION 3: County's 800 MHz Trunked Radio System

3.01 The County has purchased, installed, and operates a SmartZone TM Controller, capable of expansion to 48 ports, at its Prime Site. The County will solely fund the purchase and own the controller. The County will allow the Cooperative to connect to the Controller utilizing a maximum of nine (9) ports.

3.02 The Cooperative agrees to pay its fair share of the operation and maintenance costs associated with the Controller on a pro rata basis. The operations and maintenance costs to be included are: system administration costs (which includes personnel costs), utilities, equipment, , and controller maintenance costs (which may be out-sourced or performed by the County). The Cooperative's maintenance costs are calculated in Section 5.01 and 5.011 of this Agreement.

3.03 The Cooperative will be solely responsible for any and all permitting and/or licensing costs associated with its use of the Controller.

3.04 The Cooperative will be solely responsible for any and all costs associated with the purchase of equipment components, modules, interfacing hardware and the installation services required to utilize the SmartZone TM Controller.

3.05 The Cooperative agrees that only the County will connect to, expand, or otherwise modify System components which are owned by the County. The Cooperative will fund such actions to be undertaken by the County on the Cooperative's behalf, and pursuant to the terms of this Agreement.

3.06 The Cooperative will only be financially responsible for those actions undertaken on the Cooperative's behalf when the Cooperative has agreed to the costs in writing prior to the commencement of the activity.

SECTION 4: County's Digital Microwave Communications System

4.01 Pursuant to a separate agreement between the County and Boynton Beach, the County will locate communications equipment at the Boynton Site. The County will allow the Cooperative to use the microwave system as a communication path between the Cooperative and the Controller located at the County's Prime Site.

4.011 Boynton Beach will solely utilize the 6T1 capacity in the Microwave System reserved for use by the Cooperative pursuant to separate agreement and that Delray Beach and Boca Raton will transport from their systems to the County's Prime Site via leased T1s and not via the Microwave System.

4.012 If Delray Beach and Boca Raton subsequently decide to utilize the Microwave System directly from their respective systems to the County's Prime Site, the individual City will be totally responsible for all costs associated with the purchase, installation, ownership, operations and maintenance of equipment solely for its benefit.

The provisions of Section 4.03 will also then apply to Delray Beach and/or Boca Raton.

4.02 The Cooperative will be solely responsible for all costs associated with interfaces between the Microwave System or the commercial telephone system and the Cooperative's System.

4.03 The Cooperative agrees that only the County will connect to, expand, or otherwise modify Microwave System components which are owned by the County. The Cooperative will fund such actions to be undertaken by the County on the Cooperative's behalf, and pursuant to the terms of this Agreement.

SECTION 5: Cooperative's Maintenance and Administration Costs

5.01 The Cooperative shall pay an annual maintenance and administration fee based on the following percentage of staff and material costs. The costs provided below present a not to exceed cost through October 2011. The costs for agencies using the SmartZone TM Controller are determined as follows: the capped estimated annual costs for fiscal year 2011 are multiplied by the fixed percentages and the sum of the costs for each category are apportioned out to the user agencies based on the number of active talk groups for each agency. As additional non-County users connect directly to the SmartZone TM Controller, the Cooperative's percentage of the total cost will be reduced.

<u>Staff or Materials</u>	<u>Estimated Annual Cost</u>	<u>Percent</u>	<u>Annual Cost</u>
Radio System Manager	\$100,000	20%	\$20,000
ESS Planner	\$75,000	10%	\$ 7,500
Engineering Services	\$100,000	20%	\$ 20,000
Parts/Supplies/Software	\$50,000	30%	<u>\$15,000</u>
Total			\$62,500

5.011 The County reserves the right to charge the Cooperative on a time and materials basis for the afterhours emergency trouble reports that are not the result of a failure of the SmartZone TM Controller, the Ambassador switch, microwave system or related subsystems or software.

5.02 The County shall inform the Cooperative of any adjustments to the maintenance and administration costs each year during the month of March. The Cooperative shall pay the maintenance and administration fees as a check payable to the Board of County Commissioners. The County shall invoice for payment in October and payment shall be due November 30th. Each year the County shall recalculate the fees provided in this Agreement. The new calculation shall consider increases to the number of active talk groups and annual maintenance and administrative costs. Using the allocation methodology described in this Agreement, the costs contained in Section 5.01 can be modified annually based on a letter agreement executed by the County Administrator (of his designee) and the Chairman of the Cooperative.

5.03 The Cooperative shall provide to the County copies of their software licenses for the use of the SmartZone system features associated specifically with the Cooperative. These licenses shall be submitted to the County prior to the Cooperative commencing operations on the SmartZone TM Controller and renewals shall be provided thereafter as prescribed by the license(s).

5.04 The Cooperative shall have the authority to connect and utilize the features and capabilities of the SmartZone TM Controller to provide interoperability between the cities of the Cooperative and other agencies as may be authorized at a future date. The Cooperative shall have access authority to the SmartZone TM Controller that will allow the Cooperative to establish talk groups and subscriber units on the System within the allotments provided in **Attachment A** to this Agreement. The Cooperative shall program talk groups or subscriber units for operation only to radio systems owned and operated by the cities of Boynton Beach, Delray Beach and Boca Raton.

5.05 The County shall attempt to notify the Cooperative a minimum of seventy two (72) hours in advance of all scheduled interruptions of the SmartZone TM Controller's capabilities. The County shall make every effort to limit scheduled interruptions of the SmartZone TM Controller service to no longer than ninety (90) minutes. Scheduled interruptions of service shall occur between 2:00 a.m. and 6:00 a.m. whenever possible.

5.06 The Cooperative shall be responsible for maintaining the equipment components that make up the Cooperative's System and the associated equipment used to interface with the County's System.

5.07 The Cooperative shall have the authority to utilize private call and telephone interconnect features for the operations of their agencies. The Cooperative recognizes the County's use of the System does not include these features. As a result, additional equipment and software licenses may be required to implement these features.

SECTION 6: System Capacity Forecast Assumptions

6.01 The County and the Cooperative agree that it would be mutually beneficial to maximize the number of city-county talk groups with capabilities for System-wide roaming. The system design forecast does not project any System capacity is available to achieve this objective; however, as the System is used, the County will have actual System use data that can be used in lieu of the System use assumptions used for the original system capacity projection. The County agrees to periodically reevaluate law enforcement's use of the System compared to the projections. The specifics of this evaluation are identified in **Attachment B** to this Agreement.

6.02 Roaming shall be allowed between radio systems of the Cooperative members at the discretion of the Cooperative. Roaming shall not be allowed, as of the date of this Agreement, from Cooperative systems onto the County system nor from the County system onto the Cooperative systems.

SECTION 7: Intentionally Deleted

SECTION 8: County's Obligations to Cooperative's System

8.01 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 Cooperative's System.

8.02 The County shall provide a response by a qualified technician to any failures of SmartZone that impact the operation of any of the Cooperative's radio systems within two (2) hours of being notified of such failure. The County shall take all possible actions to restore SmartZone functionality to full operation without delay.

8.03 The Cooperative shall give the County twenty-four (24) hours notice of the need to access the SmartZone Controller facility for routine maintenance or installation of Cooperative equipment. Afterhours or emergency access shall be provided through the emergency trouble reporting procedures established for the System.

SECTION 9: Utilization of Countywide Common Talk Groups

9.01 The EMS Talk Groups were implemented specifically for emergency medical communications between the emergency providers and hospitals in and around Palm Beach County. The usage of the talk groups are defined below.

9.011 Scenario of Usage

Cooperative units operating on the 800 MHz system will contact hospitals directly by selecting the specific talk group assigned to that hospital. Any EMS units not on 800 MHz should contact County Fire Rescue dispatch on Med 8 and will in turn be patched to the appropriate hospital.

South Hub
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9.02 The Common Talk Groups, as set forth on **Attachment "C"** to this Agreement, 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 operation talk groups in each agencies radios. Proper usage of the Common Talk Groups are defined below.

9.021 Scenario of usage:

1. A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).
2. The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests that the user switch to the corresponding talk group.
3. The participating units would communicate on the Common Talk Group(s) and upon completion of the operation; the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

9.022 Examples of approved usage for Common Talk Group are the following:

1. Working talk group for multiple agencies fighting a fire together.
2. Coordination during a police chase through multiple jurisdictions.
3. Coordination during disaster recovery.
4. Coordination for a special event which requires participation of multiple agencies and disciplines (i.e. undercover operations, investigations, perimeter communications, fire-ground coordination, etc.).
5. Coordination for scene security and establishment of landing zone for aircraft.

In addition, the Common Talk Groups could be used by any agency experiencing catastrophic failures of their own communication system for a predetermined amount of time. In order to utilize the Common Talk Groups for the foregoing situation, the agency must obtain the permission of the Radio System Manager. Once approved by the Radio System Manager, the Common Talk Groups could be temporarily utilized until repair of the agency's communication system is complete.

9.03 The Common Talk Groups shall not be used for every-day routine communications.

9.031 Examples of improper use are the following:

1. As an extra talk group for agencies that have cross programming agreements and duplicate talk groups programmed into their radios.

2. To provide an extra working talk-group for a single agency supporting a special event or operation (i.e. undercover operations, investigations, perimeter communications, fire-ground coordination, etc.).
3. As an additional dispatch, administrative, or car-to-car talk-group for use by a single agency.

SECTION 10: Frequencies

The Parties agree that the frequencies held by Palm Beach County and the frequencies held by the Cooperative shall be separate and shall be implemented and used at the sole discretion of the individual parties.

SECTION 11: Liability

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. Furthermore, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 12: Term of Agreement

The term of this Agreement shall be for a period of five (5) years from February 3, 2011. This Agreement may be renewed for an additional period of three (3) years upon written modification by all Parties. Should the Agreement not be renewed at any time in the future, the provisions of the termination clause shall apply.

SECTION 13: Amendments to this Agreement

13.01 This Agreement may be amended from time to time by written amendment by all Parties.

13.02 In the future, if the County enters into an agreement(s) with other municipalities which terms are more favorable than those contained in this Agreement, the County agrees to amend this Agreement to match the more favorable terms, by written amendment executed by the County Administrator or his designee, the Director of Facilities Development & Operations. This provision does not apply to Section 4 of this Agreement.

SECTION 14: Termination

14.01 The County can only terminate this Agreement as a result of any default of the Cooperative pursuant to this Agreement.

14.02 The Cooperative may terminate the Agreement with sixty (60) days notice to the County. All improvements made to the SmartZone TM Controller, the Ambassador Switch, the microwave system, and related subsystems by the Cooperative, or on its behalf, shall remain part of the equipment where installed and ownership shall transfer to the County.

SECTION 15: Administration

15.01 The Palm Beach County Electronic Services and Security Division is charged with responsibility for administering the System. Within the Electronic Services and Security Division a

position with the title of 800 MHz Radio System Manager will be the City's day to day contact and can be reached at 561-233-0837. The Electronic Services and Security Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact shall be made through the County's Emergency Operations Center at 561-712-6428 and the appropriate on-call contact will be made.

15.02 The administrative policies for the SmartZone TM Controller shall be established by the CRSSC. The County and the Cooperative agree to abide by the policies so established.

15.03 The Cooperative shall assign a representative to attend the CRSSC user committee meetings for each of the law enforcement, fire rescue and public works disciplines for which the Cities have subscriber units programmed on the System. Participants at these meetings will discuss all system maintenance and administration issues. Non-critical problems or suggested changes shall be presented at the meetings. As agreed to by the user committee members, issues discussed at the meetings shall be forwarded to the Radio System Manager of the CRSSC for final approval.

15.04 The Cooperative shall be responsible for adhering to the policies and procedures established for System use. Should the Cooperative not follow the established procedures, there shall be three (3) warnings before corrective action is taken. The CRSSC shall have the authority to direct the Radio System Manager to implement modification to the network including disabling units of disabling access to the System.

15.05 The Cooperative shall receive certain access codes to the Palm Beach County System and shall be responsible for safeguarding the code information from release to unauthorized parties. Service staff directly employed by the Cities of the Cooperative shall be considered authorized to receive access and programming codes for the maintenance of their agencies' radio equipment. Commercial service providers are not considered authorized to receive access of programming codes for the County's System. Agencies that plan to use commercial services for their system or subscriber unit maintenance must include confidentiality requirements in their contracts with the commercial service providers acceptable to the Radio System Manager before access or programming codes may be released to these companies.

15.06 Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County's System, unless meeting the requirements of Section 15.061 and/or 15.062 below. If the City does not have employees capable of programming City radio equipment or prefers to have others program City radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program City radio equipment under the terms of a separate agreement.

15.061 If the City uses a commercial service provider to program City Radio equipment at the time of execution of this Agreement and desires that the commercial service provider program the City radio equipment with the Common Talk Groups, the City must submit its existing contract with the commercial service provider to the Radio System Manager for review. The review will focus on whether the contract terms between the City 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. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of commercial service provider. If approved, the Radio System Manager will release the access and programming codes to the commercial service provider. The City will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment use. If not approved, the City shall use either Palm Beach County Sheriff's Office, Palm Beach County Fire

Rescue or Palm Beach County Electronic Services & Security Division to program City Radio equipment with Common Talk Groups.

15.062 If the City intends on using a commercial service provider to program City radio equipment with the Common Talk Groups, the City shall submit the appropriate bid documents/contract to the Radio System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The Radio System Manager will work with the City to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the Radio System Manager will release the access and programming codes to the commercial service provider. The City will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use. If not approved, the City shall use either the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division to program City radio equipment with Common Talk Groups.

15.07 The City is solely responsible for the performance and the operation of City 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 to discontinue use of the specific device until repairs are completed. The County may, at its discretion, disable the equipment from the system after properly notifying the City in writing if the device is causing interference to the system.

15.08 In the case of stolen or lost equipment, the contact person identified in Section 15.01 will notify the Radio System Manager by e-mail or fax authorizing the Radio System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The Radio System Manager 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 by e-mail or fax to the Radio System Manager.

15.09 The Cooperative shall have the capability to generate call activity reports, faulty reports and reports about the infrastructure equipment, as well as subscriber units established on the individual radio systems of the Cooperative.

15.10 The Cooperative shall have access through their SmartZone Manager Terminal to receive alerts and alarms for the SmartZone TM Controller as well as the infrastructure equipment for their individual communications systems.

15.11 The Cooperative shall be responsible for including the requirements of Section 9 and Section 15.06 of this Agreement in any agreement with another municipality or agency for communications, dispatch, police or fire rescue services.

SECTION 16: Annual Budget Appropriations

The County's and Cities' performance and obligation to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and each individual City 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

With a copy to:

800 MHZ Radio System Manager
2601 Vista Parkway
West Palm Beach, FL 33411

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

As to Boca Raton:

City Manager
City of Boca Raton
201 W. Palmetto Park Rd.
Boca Raton, FL 33432

With copy to:

Chief of Police
City of Boca Raton
100 NW Boca Raton Blvd.
Boca Raton, FL 33432

As to Delray Beach:

City Manager
City of Delray Beach
100 NW First Ave.
Delray Beach, FL 33444

With copy to:

Chief of Police
City of Delray Beach

300 W. Atlantic Ave.
Delray Beach, FL 33444

As to Boynton Beach:

City Manager
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

With copy to:

Chief of Police
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

SECTION 18: Applicable Law / Enforcement Costs

This Agreement shall be governed by the laws of the State of Florida. In any litigation brought by a party to this Agreement to enforce the terms of this Agreement, each party shall bear its own costs and attorney's fees incurred in connection therewith.

SECTION 19: Filing

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

SECTION 20: Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of any party.

SECTION 21: Effective Date

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of the page intentionally left blank)

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

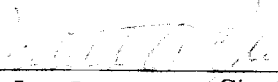
By: _____
County Attorney

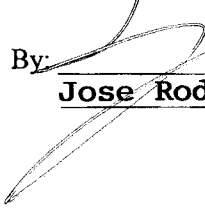
By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operation

ATTEST:

CITY CLERK

CITY OF BOYNTON BEACH, a municipal
corporation of the State of Florida

By: 
Judith A. Pyle Deputy, City Clerk

By: 
Jose Rodriguez, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Jim Cherof, City Attorney



ATTEST:

CITY CLERK

By: Cherelle D. Nubin
Cherelle D. Nubin, City Clerk

CITY OF DELRAY BEACH, a municipal
corporation of the State of Florida

By: Nelson S. McDuffie
Nelson S. McDuffie, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: R. Brian Street
R. Brian Street, City Attorney

ATTEST:

CITY CLERK

By: Susan S. Saxton
Susan S. Saxton, City Clerk

CITY OF BOCA RATON, a municipal
corporation of the State of Florida

By: Susan Wheelchel
Susan Wheelchel, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Joni Hamilton For Diana Grub
Joni Hamilton For Diana Grub, City Attorney
Frieser

ATTACHMENT "A"

PALM BEACH COUNTY

800 MHz System

TALK -GROUP / UNIT ALLOCATION TABLE

Talk Group and Unit ID Ranges

Range	Talk Group Range Start	Talk Group Range End	Talk Group Quantity	Talk Group Modulation	Radio ID Range Start	Radio ID Range End	Radio ID Quantity
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

AGENCY	TALK GRP PREFIX	MOD TYPE	TALK GRP ALLOCATION	TALK GRP START	TALK GRP END	UNIT ID ALLOCATION	UNIT ID START	UNIT ID END	NOTES
ANNOUNCEMENT GROUPS		Analog	50	801537	801635	N/A	N/A	N/A	
ANNOUNCEMENT 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 COP	PBSO	Analog				250	757864	758113	12
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 Fire-Rescue	PBFR	Digital	1	800331	800331	50	705932	705982	
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	800329	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

ATTACHMENT "A"

PALM BEACH COUNTY

800 MHz System

TALK -GROUP / UNIT ALLOCATION TABLE

AGENCY	TALK GRP. MOD.		TALK GRP. ALLOCATION	TALK GRP. ALLOTMENT		UNIT ID ALLOTMENT			NOTES
	PREFIX	TYPE		START	END	ALLOCATION	START	END	
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
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 Lantana	TLA	Digital				70	705832	705901	
Town of Loxahatchee Groves	TLO	Analog	2	804027	804029	20	758114	758133	8
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

ATTACHMENT "A"

PALM BEACH COUNTY

800 MHz System

TALK -GROUP / UNIT ALLOCATION TABLE

AGENCY	TALK GRP. MOD.		TALK GRP. ALLOCATION	TALK GRP. ALLOCATION		UNIT ID		UNIT ID ALLOCATION		NOTES
	PREFIX	TYPE		START	END	ALLOCATION	START	END		
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	
Town of South Palm Beach	SPB	Digital				30	705902	705931		
Village of Wellington	VOW	Analog	10	803441	803459	200	746726	746925	5	
Village of Wellington	VOW	Digital	1	800085	800085	20	704888	704907	10	
SOUTH COUNTY GROUP										
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	
WEST COUNTY GROUP										
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	

ATTACHMENT "A"

PALM BEACH COUNTY

800 MHz System

TALK -GROUP / UNIT ALLOCATION TABLE

AGENCY	TALK GRP MOD		TALK GRP			ALY GRP ALLOTMENT		UNIT ID		NOTES	
	PREFIX	TYPE	ALLOCATION	START	END	ALLOCATION	START	END			
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	-	-	-			100	757514	757613	8
Hendry County	HEND	Analog	-	-	-			480	751606	752085	8
State of Florida	STAT	Digital	4	800333	800339			500	703520	704019	10
PBC School Board	SCHL	Analog	11	803923	803943			230	752086	752315	
PBC School Board	SCHL	Analog						200	757314	757513	
Martin County	MC	Analog	-	-	-			1000	752316	753315	8
Martin County (Additional)	MC	Analog	-	-	-			500	753816	754315	8
Federal Users	FEDS	Analog	10	804007	804025			500	753316	753815	8
Federal Users (Digital Assignment)	FEDS	Digital	3	800341	800345			250	705082	705331	8,11
Coral Springs	CS	Analog	-	-	-			250	754316	754565	8
Coral Springs	CS	Analog	-	-	-			250	757614	757863	8
Margate	MARG	Analog	-	-	-			250	754566	754815	8
St Lucie County	STLU	Analog	-	-	-			500	756016	756515	8
City of Miami	MIA	Analog	-	-	-			500	756816	757313	8
Coconut Creek	CC	Analog	-	-	-			500	758134	758633	8
Red Cross	REDX	Analog	-	-	-			25	758634	758658	8
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.

Skipped - 20090106 -

20	751586	751605
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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. PBCSO has approved access to their digital secure talk-group(s) for this agency.
12. PBCSO Citizen On Patrol Assignments

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

File: G 800MHztalk group - unit ID allocation & city digital.wb3

Attachment "B"
System Capacity Forecast Re-evaluation

In order to implement Section 6 of the Agreement, the County agrees to the following.

Two (2) years after final acceptance of the System and complete migration of PBSO to the system and every three (3) years thereafter, the forecast of System capacity will be re-evaluated. The re-evaluation will entail the substitution of actual System use data for System use assumptions used to determine System capacity. The re-evaluation will be done by performing an Erlang study based on actual system usage data, actual unit quantities and, revised unit quantity grown for the remaining system build-out.

The System use assumptions used to determine the original system capacity projections are identified as follows:

System Build-out: 2013
 Number of Voice Channels: 27 (See note below)
 Calculation Model: Erlang-C
 Standard Call – Seconds/Units: 3.778 seconds
 Loading: Call/Hour/Unit: 1.7036 call-seconds
 Working Channel Overhead: 0.5 seconds
 Maximum Acceptable Delay: 1 second
 Average Message: 4.278 seconds
 Offered Load: 14.3634 erlangs
 Basic Grade of Service: 0.20 percent
 Delayed Call Grade of Service: 0.01 percent
 Percentage of Time each Channel in Use: 53.2%

Agency Parameters	<u>Law Enforcement</u>	<u>Fire-Rescue/EMS</u>	<u>Gen. Govern.</u>	<u>Total</u>
Unit Quantity by 2013	3412	1405	2278	7095
Peak Erlang by 2013	6.91	2.84	4.61	14.36

Note: Implementation of two additional channels capable of countywide coverage is required to meet the operational minimums for the full 15 year system life cycle.

To determine the availability of system capacity to support city-county talk groups, the above assumptions will be compared with actual use data and the assumptions will be adjusted accordingly for law enforcement. Using the adjusted parameters an Erlang-C study shall be performed to determine capacity usage.

In the event that the re-evaluation indicates that overall law enforcement usage is less than that computed by the assumptions (including the projected growth in number of County law enforcement radios and the actual use for those projected radios), the County will re-direct that law enforcement capacity difference to allow for certain talk groups to have roaming feature activated. Municipalities proposing

roaming talk groups shall provide Erlang study data to demonstrate the identified available capacity can support the call traffic from the proposed city-county talk groups. To ensure comparable Erlang study results, municipal studies shall be based on the same methods and calculation model as used for the County's study.

The number of specific city-county talk groups to use the roaming feature will be based on an evaluation of all city-county talk groups, capacity needs for each talk group, the capacity available, the number of radios with access to the talk group, the risk/stress involved in activities using each talk group, and any monitoring requirements.

All cities in the County will be able to participate in the identification of law enforcement city-county talk groups for consideration to go to System-wide roaming. The Cooperative acknowledges that the capacity which may be re-assigned to enable city-county talk groups with the roaming feature is available to all cities in the County not only those in which the Cooperative routinely participates.

As the System has countywide coverage it will not be necessary for County users to activate a roaming feature. As a result, any costs associated with the re-programming of subscriber units and the SmartZone™ Controller will be borne in its entirety by the entity proposing the city-county talk group.

The re-assignment of any capacity initially forecasted to fire rescue and general government users, is at the sole discretion of the County.

ATTACHMENT "C"

COMMON TALK GROUPS

TALK GROUP NAME	Dep. ID#	Hex ID#	RF Channel	Tower Site	Frequency	PBSO	PBCFR	PBC DEM	PBC PW	MUNIC. POLICE	MUNIC. FIRE	MUNIC. PW
EM CALL	803973	F85	19	FHT	852.4000	Monitor, Comm. All Agencies	Monitor, Comm. All Agencies	Monitor, Comm. All Agencies	Monitor, Comm. All Agencies	Monitor, Comm. All Agencies	Monitor, Comm. All Agencies	Monitor, Comm. All Agencies
EM COMMON 1	803975	F87	9	NEMS	851.8250			Public Works Common	Public Works Common			Public Works Common
EM COMMON 2	803977	F89	10	SEMS	851.7500			Public Works Common	Public Works Common			Public Works Common
EM COMMON 3	803979	F8B	23	20 MILE	853.7000			Public Works Common	Public Works Common			Public Works Common
LE CALL	803985	F91	3	FHT	853.7250	Monitor, Comm. LE Agency		Monitor, Comm. LE Agency		Monitor, Comm. LE Agency		
LE COMMON 1	803987	F93	2	NEMS	852.5750	Police Activity Common				Police Activity Common		
LE COMMON 2	803989	F95	13	FHT	851.3500	Police Activity Common				Police Activity Common		
LE COMMON 3	803991	F97	17	SEMS	860.3375	Police Activity Common				Police Activity Common		
LE COMMON 4	803993	F99	6	B.G.	852.3250	Police Activity Common				Police Activity Common		
LE COMMON 5	804001	FA1	24	CONDO	853.6500	Police Activity Common				Police Activity Common		
FR CALL	803983	F8F	25	FHT	853.3750		Monitor, Comm. Fire Agencies				Monitor, Comm. Fire Agencies	
FR COMMON 1	803995	F9B	1	JUPITER	852.7625		Fire Agency Common				Fire Agency Common	
FR COMMON 2	803997	F9D	26	NEMS	853.2250		Fire Agency Common				Fire Agency Common	
FR COMMON 3	803999	F9F	10	SEMS	851.7500		Fire Agency Common				Fire Agency Common	
FR COMMON 4	804003	FA3	7	B.G.	852.1000		Fire Activity Common				Police/Fire Activity Common	
FR COMMON 5	803981 (1)	F8D	5	BOCA	857.3125		Fire Activity Common				Police/Fire Activity Common	

file: G1800MHz ProgramCommoTG Matrix.xls