

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: April 17, 2012 [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 United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") allowing for interoperable communications through the countywide common groups of the County's Public Safety Radio System.

**Summary:** This Interlocal Agreement provides the conditions under which ATF 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 ATF. 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. ATF is required to pay all costs associated with subscriber units and to comply with the established operating procedures for the County's Public Safety Radio System. The agreement provides for an initial term of five (5) years with three (3) renewal options, each for a period of five (5) years. This Interlocal Agreement may be terminated by either party, with or without cause, upon ten (10) days prior notice to the other party. (ESS) Countywide (JM)

**Background and Justification:** This Interlocal 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. ATF 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 Interlocal Agreement.

**Attachments:**

Interlocal Agreement

Recommended By: Army Wolf 3/24/12  
Department Director Date  
Approved By: J. Baker 4/9/12  
for County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income	_____	_____	_____	_____	_____
(County)					
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u> <i>* See below</i>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS</b>	_____	_____	_____	_____	_____
(Cumulative)					
<b>Is Item Included in Current Budget:</b> Yes _____ No _____					
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
	Program _____				

**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 Comments:**

*No additional cost for the use of the 800 MHz and Common talk groups*

OFMB

*[Signature]*  
*3/29/12*  
*4/25/12*

Contract Development and Control

*4-2-12 [Signature]*

**B. Legal Sufficiency:**

*[Signature]*  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (the "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 Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives, a Federal agency ("ATF").

### 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 a Public Safety 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 ATF 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 ATF can access the Common Talk Groups established on the County's Public Safety 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 AND DEFINITIONS

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's Public Safety Radio System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County's System. This Agreement also identifies the conditions of use and the ability of ATF 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 execution 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 are only available to outside departments by separate agreements.

1.023 ATF Equipment: Also known as "agency radios", are ATF owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's Public Safety 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 Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

1.026 System Administrator: An employee within the County's Electronics Services Division of the Department of Facilities Development & Operations with the title Radio System Administrator who is 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 PUBLIC SAFETY RADIO SYSTEM AND USE PROCEDURES**

2.01 The Palm Beach County Electronics Services Division's System Administrator will be ATF's day to day contact and can be reached at 561-233-0837. The Electronics Services Division is staffed from 8:00 am to 5:00 pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate on-call 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 System.

2.03 ATF 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 ATF by the System Administrator. ATF agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

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

3.01 The County's System consists of ten (10) 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's 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's System.
- 3.03 The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.
- 3.04 The County shall maintain the coverage within ATF 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. ATF 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, as may be amended and updated from time to time.

#### SECTION 4: ATF EQUIPMENT AND RESPONSIBILITIES

- 4.01 ATF's equipment will be 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. The equipment used will be compatible with Motorola 800 MHz SmartNet and/or SmartZone communication systems. ATF will be required to keep its equipment in proper operating condition and ATF is responsible for maintenance of its radio equipment.
- 4.02 ATF will only program the Common Talk Groups and the individual unit ID numbers assigned by the System Administrator as part of this Agreement. ATF will **not** program into its radios County operational talk groups without a letter of authorization or a signed agreement from the County.
- 4.03 ATF 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 ATF or its service provider until requested and approved in writing by the System Administrator.
- 4.04 ATF 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 ATF 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 ATF 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. ATF agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and such information may be recalled at any time.
- 4.05 Access and programming codes will only be released to: 1) service staff employed by ATF; 2) approved commercial service providers under contract with ATF; 3) County departments (PBSO,

Fire Rescue and/or County Communications; or 4) another State or Federal agency 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 ATF and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons.
- 4.07 ATF 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 ATF is solely responsible for the performance and the operation of ATF equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning ATF owned equipment, the County will request ATF to discontinue use of the specific device until the repairs are completed. The County may, at its discretion, disable the equipment from the County's System after properly notifying ATF in writing if the device is causing interference to the County's System.
- 4.09 In the case of lost or stolen equipment, ATF 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 ATF 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 ATF**

- 5.01 ATF 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. ATF will provide the following information to the County:

Radio manufacturer and model numbers.  
Radio serial numbers.  
Requested Aliases to be programmed.

The System Administrator will then compile this information and transmit back to ATF a matrix of the County-Wide talk groups, aliases, and radio ID numbers prior to ATF's radios being activated on the County's System. ATF is responsible for adhering to the Talk-Group and Radio ID allocations established by the County. The County's Talk-Group and Radio ID allocations are on file with the County and available upon request.

#### **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**

- 7.01 The County makes no representations about the design or capabilities of the County's System. ATF 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 County's 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 ATF which is providing such service and not with the other party to this Agreement.
- 7.02 The parties acknowledge that Title 31, United States Code, Section 1341 and Title 41, United States Code, Section 11 prohibit Federal agencies from entering any agreement that requires a Federal agency to indemnify and/or hold harmless another party where the amount of the government's liability is indefinite, indeterminate or potentially unlimited. ATF is a component of the United States Department of Justice, and as such, it is a self insured entity supported by the U.S. Government. Under the Federal Tort Claims Act, Title 28 U.S.C 1346 et seq., the U.S. Government accepts liability for the loss or destruction of property or personal injury or death by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her office or employment.
- 7.03 The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and ATF 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 ATF 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 ATF.

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

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

#### **SECTION 9: TERM OF AGREEMENT**

9.01 The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement. The Agreement may be renewed for three (3) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, ATF shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

#### **SECTION 10: AMENDMENTS TO THIS AGREEMENT**

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

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

11.01 This Agreement may be terminated by either party, with or without cause, upon ten (10) days' written notice to the other party. Upon request of termination by ATF, the System Administrator will proceed to disable ATF's radios from the County's System. It will be the responsibility of ATF to reprogram ATF's radios removing the County's System information from the radios. ATF will complete reprogramming ATF's radios within sixty (60) days of the date of termination. Entities with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

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

12.01 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  
2633 Vista Parkway  
West Palm Beach, FL 33411



With a copy to:

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

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

As to ATF:

Special Agent Robert Shirley  
United States Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
11410 Northwest 20th Street, Suite 300  
Miami, FL 33172

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

13.01 This Agreement shall be governed by the laws of the State of Florida.

**SECTION 14: FILING**

14.01 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**

15.01 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 ATF 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 ATF unless reduced to writing and signed by them.

**SECTION 16: DELEGATION OF DUTY**

16.01 Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County or ATF's officers.

(Remainder of this page intentionally left blank)

**ATTACHMENT 1**

**PALM BEACH COUNTY  
PUBLIC SAFETY RADIO 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 Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio 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	June 6, 2002

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

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

By: \_\_\_\_\_  
Shelley Vana, Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND  
CONDITIONS

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:  
UNITED STATES DEPARTMENT OF  
JUSTICE, BUREAU OF ALCOHOL,  
TOBACCO, FIREARMS AND  
EXPLOSIVES, a Federal agency

By:  \_\_\_\_\_  
Robert Shirley  
Special Agent Group Supervisor

 \_\_\_\_\_  
Signature of Witness

KENNETH SIZEMORE  
Printed Name of Witness