

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: October 20,	2015	[X]	Consent Ordinance))	[] []	Regular Public Hearing
Department: Facilities De	velopment &	Operat	tions			
	I. <u>EXECUT</u>	•				
Motion and Title: Staff recomme ("City") allowing for interoperable talk groups of the County's 800 MHz	communication	ons thro	ugh the cou	ement ntywi	: with de an	City of Margate d EMS common
Summary: This Agreement proviradios and utilize the countywide ar communications. The County's communications by the City. The te EMS providers with 800 MHz tru approved standard operating proceding charges associated with this Agree City's subscriber units and to comp System. This Agreement commence renewal options, each for a period oparty, with or without cause. (ESS) Background and Justification: countywide and EMS common talk by the Communications Systems and interoperable with the County's Systems and the Co	and EMS common System will erms of the Agricultures specific to be seen the Empty with the estate of the Empty with the estate of the Empty with the estate of the Empty with the Empty wi	non talk l not greemer apabiliti to the use ity is rec tablishe a for a te s. The (MJ) ment pr a is the l Policy A vember	groups for of be utilized at are standares. This Age of EMS conquired to pay doperating from of five (5 Agreement ovides interpretation of the covides inter	certain I for I and I for I and I eeme I mmon I all co I year I y	type round l have nt als talk g sts as dures s. The terr bility croper te. Thy will	s of inter-agency tine operational e been offered to so contains state groups. There are sociated with the for the County's here are three (3) minated by either via use of the rability approved the City has been all only be able to
operational communications on its of County and hence no charges associ	own radio syst	em. A	s such there	is no	capac	eity impact to the
Attachments:						
Agreement						
Recommended By:	Ay my Department	Wb u	or			9 18 15 P
Approved By:	County Adu	Me				10/8/15

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary	y of Fiscal In	npact:			
Fiscal	Years	2016	2017	2018	2019	2020
_	al Expenditures					
_	nting Costs nal Revenues					
In-Kii	nd Match (County					
NET I	FISCAL IMPACT	*				
POSI	DITIONAL FTE FIONS ulative)					
Is Iter	n Included in Currer	nt Budget:	Yes	No		
	t Account No:					
Fund	Dept Dept	Unit	Rever	nue Source		
Fund	Dept	Unit	Rever	iue Source		
C.	* There is no fiscal impact associated with this item. Departmental Fiscal Review: III. REVIEW COMMENTS					
	OFIME I. I.					
Α.	OFMBKA Q	r Contract I		ract Developments:	ent and Contro	Por 1015/15
В.	Legal Sufficiency: Assistant County Att	orney 16/	16/15			
C.	Other Department	Review:				
	Department Director					

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

AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into on _______, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and City of Margate, a municipal corporation of the State of Florida ("City").

WITNESSETH

WHEREAS, the County is continually identifying more effective service delivery methods which result in enhanced public safety services to the residents of Palm Beach County; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Radio System which meets the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

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

WHEREAS, it has been determined to be mutually beneficial to Parties to execute this Agreement which sets forth the parameters under which the City can access the Emergency Medical Services (EMS) and Common Talk Groups established on the County's Public Safety Radio System to receive the public safety benefit of EMS communications and interoperability with County agencies and other municipalities; and

WHEREAS, the Palm Beach County Public Safety Department/Emergency Management Division has requested that the City be granted limited access to the County's Public Safety Radio System in order to enhance communication and coordination efforts between hospitals and medical response provides; and

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 EMS and Common Talk Groups established on the County's Public Safety Radio System specifically to provide interoperable communications among public safety agencies capable of accessing this feature of the County's Public Safety Radio System. This Agreement also identifies the condition of use and ability of the City to participate in the operational decisions relating to the use of the EMS and Common Talk Groups.

1.02 Definitions

- 1.021 <u>Common Talk Groups</u>: Talk groups established on the County's Public Safety Radio 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 <u>EMS Talk Groups</u>: Talk groups established on the County's Public Safety Radio System that are made available for emergency service personnel to communicate directly with hospitals in and around Palm Beach County.
- 1.023 <u>County Talk-Groups</u>: Talk groups established on the County's Public Safety Radio 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.
- 1.024 <u>City Equipment</u>: Also known as "City radios," are City owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's Public Safety Radio System.
- 1.025 <u>Microwave System:</u> A communication system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.
- 1.026 Prime Site: The location of the COUNTY'S SmartZone™ Controller.
- 1.027 <u>Public Safety Radio System</u> or <u>Radio System</u>: The Public Safety Trunked Radio System funded, purchased, installed, maintained and owned by the County. The Radio System includes fixed transmitting and receiving equipment, a microwave system for communications between sites, System control and management equipment, dispatch consoles, a SmartZone controller located at the prime site, and other related equipment.
- 1.028 <u>Radio Alias:</u> The unique name assigned to an operators radio that displays on the dispatchers console when a radio transmits.
- 1.029 <u>SmartZone Controller:</u> The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to Radio System features, functions, and talk-groups.
- 1.030 System Administrator: An employee within the County's Electronic Services & Security 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 Radio System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 2: ADMINISTRATION OF THE COUNTY'S PUBLIC SAFETY RADIO SYSTEM AND USAGE PROCEDURES

- 2.01 The Palm Beach County Electronic Services & Security Division's System Administrator will be the City's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., 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 Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment I hereto, identifies the general procedures for the management of the Radio System and procedures for input through the user committees into operating procedure development. The plan establishes the County-Wide Radio Steering Committee (CRSSC) who is responsible for overseeing and implementing the policies and procedures for the County's Public Safety Radio System.
- 2.03 The City 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 City by the System Administrator. The City agrees to comply with any enforcement actions required by the policies and procedures for misuse or abuse of the County Radio System. The City acknowledges and agrees that failure of the City or individual radio user to comply with the requirements of this Agreement may result in the termination of this Agreement or the individual radio being disabled.

SECTION 3: PUBLIC SAFETY RADIO SYSTEM AND MICROWAVE SYSTEM

- 3.01 The County Public Safety Radio System and Microwave 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 ability to interconnect with co-located County owned dispatch equipment.
- 3.02 The County Public Safety Radio System and Microwave System provides County-Wide portable and mobile radio coverage for the EMS and Common Talk Groups. The radio coverage for the EMS and Common Talk Groups is identical to that of other County Talk Groups that reside on the County's Public Safety Radio System.

SECTION 4: CITY EQUIPMENT AND RESPONSIBILITIES

4.01 The City's equipment will be 800 MHz mobile, portable, and control station equipment programmed to be used on the County's Public Safety Radio System. The equipment used will be compatible with Motorola 800 MHz SmartNet and/or SmartZone communications systems. The City will be required to keep its equipment in proper operating condition and the City is responsible for maintenance of its radio equipment.

- 4.02 The City will only program the EMS, Common Talk Groups and the individual unit ID numbers assigned by the System Administrator as part of this Agreement. The City will **not** program into its radios operational talk groups of other agencies without a letter of authorization or a signed agreement from that agency.
- 4.03 The City 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 City until requested and approved in writing by the System Administrator.
- 4.04 The City shall receive certain access codes to the County's Radio System to enable the EMS and Common Talk Groups to be programmed into their equipment. The access codes are to be treated as confidential information and the City is responsible to safe guard 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 City 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 remain the County's property, and may only be reproduced or distributed with the written permission of the County. The City agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and that such information may be recalled at any time.
- 4.05 Service staff directly employed by the City shall be considered authorized to receive access and programming codes for the maintenance of the City's radio equipment. The City shall immediately notify the System Administrator of any City employee with access to the programming codes that is terminated or separates from City's employment. Such notification shall include the stated reason for employment separation and any other information the City believes necessary to safeguard the codes. The County reserves the right to request any additional information regarding the separation and the City is obligated to provide same upon request.
- 4.06 Commercial maintenance service providers, unless they have been certified by the County, are **not** authorized to receive access or programming codes for the County Radio System. If the City does not have employees capable of programming City Equipment or prefers to have others program City Equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Electronic Services & Security Division, or Palm Beach County's Fire Rescue Department program City Equipment under the terms of a separate agreement. The City can also request a list of certified vendors from the County.
- 4.07 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 Radio System after properly notifying the City in writing if the device is causing interference to the Radio System.

4.08 In the case of lost or stolen equipment, the City 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 City to re-activate a disabled radio will also be required in writing by e-mail or fax to the System Administrator.

SECTION 5: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY CITY

- 5.01 The City 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 City will provide the following information to the County:
 - 1. Radio manufacturer and model numbers
 - 2. Radio serial numbers
 - 3. Requested Aliases to be programmed

The System Administrator will then compile this information and transmit back to the City a matrix of the County-Wide talk group, aliases, and radio ID numbers prior to the City's radios being activated on the County's Radio System. The City 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 are available upon request.

SECTION 6: COUNTY RESPONSIBILITIES

- 6.01 The County shall be responsible for the maintenance and operation of the County Radio System.
- 6.02 The County shall be responsible for all permitting, licensing, and fees associated with the operation of the Radio System.
- 6.03 The County shall maintain the coverage within the County 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 City shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto.
- 6.04 The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures referenced on Attachment I, as may be amended and updated from time to time.

SECTION 7: UTILIZATION OF EMS AND COMMON TALK GROUPS

7.01 The EMS Talk Group was 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.

7.011 Scenario of Usage

- 1. A field unit requiring communications with a hospital will request for communications through the County's Fire Rescue Dispatch Center on its currently assigned talk-group or on a MED Control talk-group.
- 2. The Fire Rescue Dispatch Center will approve that the field unit change talk-groups to the requested hospital talk-group.
- 3. The field unit will then switch to the appropriate talk-group.
- 4. At the conclusion of the communications the field unit will switch back to its assigned talk-group and advise the Fire Rescue Dispatch Center of its return.
- 7.02 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. Proper usage of the Common Talk Groups is defined below.

7.021 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 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.

7.022 Examples of approved usage for Common Talk Group are following:

- 1. Working talk group for multiple agencies fighting a fire together.
- 2. Coordination during a police chase through multiple jurisdictions.

- 3. Coordination during a 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 of scene security and establishment of landing zone for aircraft.
- 7.03 The Common Talk Groups shall not be used for every-day routine communications.
 - 7.031 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 8: INDEMNIFICATION AND LIABILITY

The County makes no representations about the design or capabilities of the County's System. The City 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 the City, which is providing such service, and not with the other party to this Agreement.

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence in connection with this Agreement, and the County shall indemnify, defend and hold harmless the City 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 Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the City waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages. The County agrees to use its best reasonable efforts to provide the City 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 City.

SECTION 9: OWNERSHIP OF ASSETS

All assets maintained under Section 4 of this Agreement will remain assets of the City at all times. All other assets involved in the Public Safety Radio System and Microwave System will remain the County's.

SECTION 10: 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 (3) additional terms of five (5) years each. At least eight months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

SECTION 11: AMENDMENTS TO THIS AGREEMENT

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

SECTION 12: TERMINATION

This Agreement can be terminated by either party, with or without cause. Upon request for termination by the City, the System Administrator will proceed to disable the City's radios from the County's Radio System. It will be the responsibility of the City to reprogram the City's radios removing the County's Radio System information from the radios. The City will complete reprogramming the City's radios within 30 days of the date of termination.

By the execution of this Agreement, the Agreement R2005-2158 dated November 1, 2005, and as amended by R2010-0894, is hereby terminated.

SECTION 13: 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:

Public Safety Radio System Administrator 2633 Vista Parkway West Palm Beach, FL 33411

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

As to the City:

Fire Chief City of Margate 1811 Banks Road Margate, FL 33063

SECTION 14: APPLICABLE LAW

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

SECTION 15: FILING

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

SECTION 16: 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 City concerning access to the EMS and Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement. No subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or City unless reduced to writing and signed by them.

SECTION 17: DELEGATION OF DUTY

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

SECTION 18: ASSIGNMENT

City may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 19: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

SECTION 20: SEVERABILITY

If any term of the Agreement of the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is valid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 21: WAIVER OF JURY TRIAL

The parties hereto waive trial by jury in connection with proceedings or counter claims, brought by either of the parties against each other, in connection with this Agreement.

SECTION 22: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished

pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 23: NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen of the County and/or employees of City or County.

SECTION 24: NON-DISCRIMINATION

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

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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, a political subdivision of the State of Florida
By:	By: Shelley Vana, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	APPROVED AS TO TERMS AND CONDITIONS:
By: County Attorney	By: Audrey Wolf, Director Facilities Development & Operations
ATTEST:	CITY OF MARGATE, a municipal corporation of the State of Florida
By: Joseph J. Kavanagh, City Clerk	By: Joanne Simone, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By: City Attorney	Douglas Smith, City Manager

Attachment I

PALM BEACH COUNTY PUBLIC SAFETY RADIO SYSTEM POLICIES AND PROCEDURES

June 2002

Policy / Procedure Title		Last Revision Date
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.	System Maintenance and Administration Plan	June 6, 2002