

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: October 6, 2020 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** An Amended and Restated Interlocal Agreement (“Agreement”) with the City of Margate (“Municipality”), allowing for interoperable communications through the Countywide and EMS common talk groups of the County’s Public Safety Radio System (“County’s System”) to the Municipality for a period of October 6, 2020 through October 5, 2025.

**Summary:** This Agreement provides the terms and conditions under which the Municipality can program into its radios and use the countywide and EMS common talk groups for certain types of inter-agency communications. This Agreement terminates and replaces the Interlocal Agreement (R2015-1460) between County and Municipality, adds interoperability of EMS common talk groups, and adds the procedure to be followed to obtain a Federal Shared Encryption Key for direct radio interoperability with Federal Agencies. The County’s System will not be utilized for routine operational communications by the Municipality. The terms of the Agreement are standard and have been offered to all municipalities and local branches of state and federal agencies and ambulance service providers with 800 MHz trunked radio capabilities. There are no charges associated with this Agreement. The Municipality is required to pay all costs associated with the Municipality’s subscriber units and to comply with the established operating procedures for the County’s System. This Agreement provides for an initial term of five (5) years with two (2) renewal options, each for a period of five (5) years. This Agreement may be terminated by either party, with or without cause, upon ten (10) days prior written notice to the other party. (ESS) Countywide (LDC)

**Background and Justification:** This Agreement provides interoperability via use of the Countywide and EMS common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. The Municipality has used interoperable communications through the Countywide common talk groups since 2005. The Municipality 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:**

Agreement

Recommended By: MTB [Signature] Department Director Date: 8/27/20  
Approved By: [Signature] County Administrator Date: 9/16/2020

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>* _____</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>

**Is Item Included in Current Budget:** Yes \_\_\_\_\_ No \_\_\_\_\_  
**Does this item include the use of federal funds:** Yes \_\_\_\_\_ No \_\_\_\_\_

Expense Budget Fund \_\_\_\_ Dept \_\_\_\_ Unit \_\_\_\_ Object \_\_\_\_  
 Account No:  
 Revenue Budget Fund \_\_\_\_ Dept \_\_\_\_ Unit \_\_\_\_ Rev \_\_\_\_  
 Account No:


**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

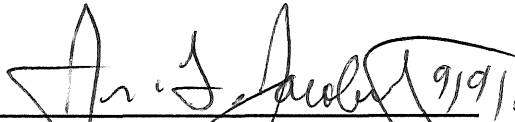
\* There is no fiscal impact associated with this item

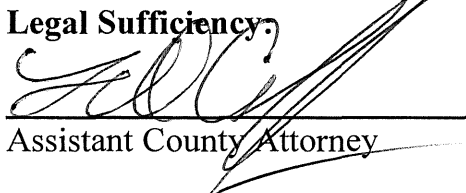
**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

 aluljoo  
 OFMB LIM  
9/13  
 9/13

 9/19/2020  
 Contract Development and Control  
 9-9-20 Tee

**B. Legal Sufficiency:**  
  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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

**AMENDED AND RESTATED 800 INTERLOCAL AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (“County”) and the City of Margate, a municipal corporation of the State of Florida (“Municipality”).

**WITNESSETH**

**WHEREAS**, on October 20, 2015, the County and the Municipality entered into an Interlocal Agreement R2015-1460 (the 2015 Interlocal Agreement) setting forth the terms and conditions by which the County would provide interoperable radio communications through the countywide common talk groups to the Municipality; and

**WHEREAS**, to set forth the terms and conditions for all interoperable radio communications, this Agreement amends and restates, in its entirety, and replaces, the 2015 Interlocal Agreement; and

**WHEREAS**, the County and the Municipality are continually identifying more effective service delivery methods which result in enhanced public safety services and overall savings to the taxpayers of the County and the Municipality; 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 the Municipality have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

**WHEREAS**, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Municipality 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; and

**WHEREAS**, the Palm Beach County Public Safety Department/Emergency Management Division has requested that the Municipality 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 providers; 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**

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 System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use, the monitoring requirements, and ability of the Municipality to participate in the operational decisions relating to the use of the EMS and Common Talk Groups.

## **SECTION 2: DEFINITIONS**

**2.01 Certificate of Public Convenience and Necessity (COPCN):** is a certificate with endorsements issued by the Board of County Commissioners, deeming it to be in the public convenience and necessity for the named advanced life support provider to operate within the confines of the County, as authorized in Section 401.25, Florida Statutes, as amended.

**2.02 Common Talk Groups:** Talk groups established on the County's 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.

**2.03 County Talk-Groups:** Talk groups established on the County's 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.

**2.04 EMS Talk Groups:** Talk groups established on the County's System that are made available for emergency service personnel to communicate directly with hospitals in and around Palm Beach County.

**2.05 Municipality Equipment:** Also known as "agency radios," are Municipality owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County's System.

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

**2.07 SmartZone Controller:** 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 System features, functions, and talk-groups.

**2.08 System:** The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

**2.09 System Manager:** An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Manager 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 3: ADMINISTRATION**

**3.01 System Contact.** The Palm Beach County Electronic Services & Security Division's System Manager will be the Municipality'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 contact will be made.

**3.02 CRSSC.** The System Maintenance and Administration Plan as referenced on Attachment I hereto, 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 System Steering Committee (CRSSC), which is responsible for overseeing and implementing the policies and procedures for the County's System.

**3.03 Compliance with System Policies and Procedures.** The Municipality 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 Municipality by the System Manager. The Municipality agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

### **SECTION 4: COUNTY SYSTEM & RESPONSIBILITIES**

**4.01 County System.** The County System consists of eleven (11) 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.

**4.02 Coverage for Common Talk Groups.** The County System provides seamless 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 System.

**4.03 County Responsibilities for System Maintenance and Operations.** The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.

**4.04 Scheduled Outages.** The County shall maintain the coverage as described in the County's contract with Motorola R2015-1673, dated 11/17/15, and as described within Municipality's geographic boundaries as described in Municipality's COPCN, throughout the term of this Agreement except for times of scheduled preventive 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 Municipality shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

**4.05 Management.** The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures set forth on Attachment I, as may be amended and updated from time to time.

## **SECTION 5: MUNICIPALITY EQUIPMENT AND RESPONSIBILITIES**

**5.01 Municipality Equipment.** The Municipality's equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Municipality. The Municipality is required to keep its equipment in proper operating condition and the Municipality is responsible for maintenance of its radio equipment.

**5.02 Agreement Limited to EMS and Common Talk Groups.** The Municipality will only program the EMS and Common Talk Groups and the individual unit ID numbers assigned by the System Manager as part of this Agreement. The Municipality will **not** program into its radios the County operational talk groups without a letter of authorization or a signed agreement from the County.

**5.03 Municipality Contacts.** The Municipality 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 Municipality or its service provider until requested and approved in writing by the System Manager.

**5.04 County Confidential Information.** The Municipality shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into the Municipality's equipment. *The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or unauthorized persons.* The access codes are to be treated as confidential information and the Municipality is responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. All confidential security system information and data obtained, developed, or supplied by the County ("Confidential Information") will be kept confidential by the Municipality 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 Municipality agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

**5.04.01 Authorized Parties.** Service staff directly employed by the Municipality shall be considered authorized to receive access and programming codes for the maintenance of the Municipality's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the Municipality plans to use commercial services for its system or subscriber unit maintenance, the Municipality must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

**5.04.02 Commercial Service Providers.** 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 5.04.03 and/or 5.04.04 below. If the Municipality does not have employees capable of programming Municipality radio equipment or prefers to have others program Municipality 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 Municipality's radio equipment under the terms of a separate agreement.

**5.04.03 County Review of Existing Service Provider Agreements.** If the Municipality uses a commercial service provider to program Municipality radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the Municipality radio equipment with the EMS and Common Talk Groups, the Municipality must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the Municipality 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. 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 System Manager will release the access and programming codes to the commercial service provider. The Municipality 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 and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with EMS and Common Talk Groups.

**5.04.04 Review of Bid Documents for Service Provider.** If the Municipality intends to use a commercial service provider to program Municipality radio equipment with the EMS and Common Talk Groups, the Municipality shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the Municipality 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 System Manager will release the access and programming codes to the commercial service provider. The Municipality 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 and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with EMS and Common Talk Groups.

**5.04.05 Survival.** The provisions of this section regarding the Municipality's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

**5.05 Federal Shared Encryption Key.** The County's System is configured to allow for end to end encryption. If the Municipality desires encryption, the Municipality must request a CKR assignment from the County's System Manager. The Federal Shared Encryption Key ("Key") is available for use by local law enforcement agencies who require direct radio interoperability with federal agencies and is used on Law Enforcement Common 6E through 10E talk groups on the County's System. The Key is considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. If the Municipality requests use of the Key, the Municipality shall be responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by the Municipality shall be considered authorized to receive access to the Key. *Commercial service providers are not considered authorized to receive access to the Key.* Keyloading of the Municipality's end user radios must only be done by the Municipality itself or another authorized law enforcement agency. The Municipality must also store the Municipality's encryption key loader(s) in a secure and locked location when not in use. The Municipality shall immediately notify the County's System Manager if the Municipality has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. The Municipality shall not program the Key into any non-law enforcement radio. The Municipality must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. The Municipality must not provide any Key encrypted radios to any non-public safety personnel. The provisions of this section regarding the Municipality's duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

**5.06 Malfunctioning Municipality Equipment.** The Municipality is solely responsible for the performance and the operation of the Municipality equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Municipality owned equipment; the County will request that the Municipality discontinue use of the specific device until the repairs are completed. The County may, in its discretion, disable the equipment from the System after properly notifying the Municipality in writing if the device is causing interference to the System.



**5.07 Stolen or Lost Municipality Radios.** In the case of lost or stolen equipment, the Municipality will notify the System Manager by e-mail authorizing the 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 System Manager will advise via e-mail when the radio has been disabled. A request by the Municipality to re-activate a disabled radio must be in writing by e-mail to the System Manager.

**5.08 COPCN.** Prior to obtaining the access codes to the County's System, the Municipality shall obtain a COPCN, which will detail the emergency services that can be conducted by the Municipality as well as the geographical area within the County where it can perform services. The Municipality must maintain its COPCN in order to use the access codes for the County's System.

**5.09 Use of Radio Equipment.** Radio equipment programmed with access codes for the County's System shall only be used by staff directly employed by the Municipality and shall only be used in the locations authorized by the COPCN.

## **SECTION 6: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY MUNICIPALITY**

The Municipality will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the EMS and Common Talk Groups. The Municipality will provide the following information to the County:

- Radio manufacturer and model numbers.
- Radio serial numbers.
- Requested aliases to be programmed.

The System Manager will then compile this information and transmit back to the Municipality a matrix of the County-wide Talk Groups, aliases, and radio ID numbers prior to the Municipality's radios being activated on the County's Public Safety Radio System. The Municipality 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 7: UTILIZATION AND MONITORING OF EMS AND COMMON TALK GROUPS**

**7.01 Purpose of EMS Talk Groups.** 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. Typical Usage Scenario:

- A field unit requiring communications with a hospital will request communications through the County's Fire Rescue Dispatch Center on its currently assigned talk-group or on a MED Control talk-group.

- The Fire Rescue Dispatch Center will approve the request that the field unit change talk-groups to the requested hospital talk-group.
- The field unit will then switch to the appropriate talk-group.
- 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 Purpose of Common Talk Groups.** 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 agency's radios.

Typical Usage Scenario:

- 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).
- 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.
- 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.

**7.03 Approved Uses.** Usage of the EMS and Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions, coordination and response to local emergencies and disasters, and for emergency medical communications between emergency providers and hospitals in and around Palm Beach County. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failure of its 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 Manager. Once approved by the System Manager, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

**7.04 Prohibited Uses.** The EMS and 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 duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

**7.05 Required Monitoring.** Agencies requesting to use the EMS and Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective dispatch center 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 8: LIABILITY**

**8.01 No Representation as to Fitness.** The County makes no representations about the design or capabilities of the County's System. The Municipality 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 agrees to use its best reasonable efforts to provide the Municipality with full use of the EMS and Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Municipality.

**8.02 No Waiver of Sovereign Immunity.** 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. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Municipality pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Municipality'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.

**8.03 No Responsibility for Third Party Claims.** Neither the County nor the Municipality shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

**8.04 No Consequential Damages.** 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 Municipality waive all other

remedies with respect to each other, including, but not limited to, consequential and incidental damages.

**8.05 Survival.** The provisions of this section shall survive the termination or expiration of this Agreement.

#### **SECTION 8A: INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

#### **SECTION 9: OWNERSHIP OF ASSETS**

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

## **SECTION 10: TERM OF AGREEMENT**

**10.01 Initial Term.** The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement or obtaining a COPCN, whichever occurs later.

**10.02 Renewals.** The Agreement may be renewed for two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, the Municipality 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.

**10.03 Existing Interlocal Terminated.** This Agreement when effective terminates and replaces the Interlocal Agreement between County and Municipality Agreement (R2015-1460).

## **SECTION 11: AMENDMENTS TO THIS AGREEMENT**

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

## **SECTION 12: TERMINATION**

This Agreement shall terminate if Municipality's COPCN expires or is revoked and may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable the Municipality's radios from the County's System. It will be the responsibility of the Municipality to reprogram the Municipality's radios removing the County's System information from the radios. The Municipality will complete reprogramming the Municipality's radios within sixty (60) days of the date of termination. A municipality with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

## **SECTION 13: NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator  
301 North Olive Avenue  
West Palm Beach, FL 33401

Director, Facilities Development & Operations

2633 Vista Parkway  
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager  
Palm Beach County Electronic Services & Security Division  
2601 Vista Parkway  
West Palm Beach, FL 33411-5610

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

As to the Municipality:

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. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, 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 hereto constitute all agreements, conditions and understandings between the County and the Municipality concerning access to the EMS and 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 the County or Municipality 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 the County's or the Municipality's officers.

## **SECTION 18: 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 19: NO THIRD PARTY BENEFICIARY**

No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or Municipality.

## **SECTION 20: NON-DISCRIMINATION**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

## **SECTION 21: ASSIGNMENT**

Municipality 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 22: SEVERABILITY**

If any term of the Agreement or 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 held invalid 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 23: COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**SECTION 24: ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Agreement and all obligations of County and Municipality 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 and the Municipality Council.

**SECTION 25: 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.

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**



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**

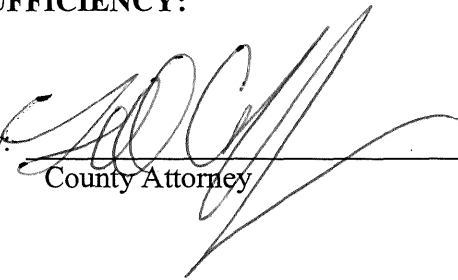
**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**

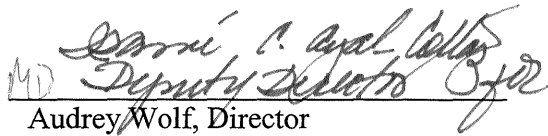
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

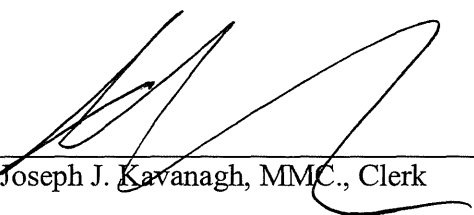
**APPROVED AS TO LEGAL  
SUFFICIENCY:**

**APPROVED AS TO TERMS AND  
CONDITIONS:**

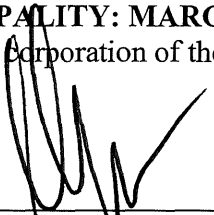
By:  \_\_\_\_\_  
County Attorney

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

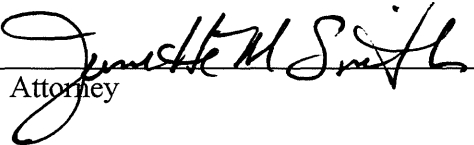
**ATTEST:**

By:   
Joseph J. Kavanagh, MMC., Clerk

**MUNICIPALITY: MARGATE, a  
municipal Corporation of the State of  
Florida**

By:   
Tommy Ruzzano, Mayor

**APPROVED AS TO LEGAL  
SUFFICIENCY:**

By:   
Attorney

## ATTACHMENT I

### PALM BEACH COUNTY PUBLIC SAFETY RADIO SYSTEM POLICIES AND PROCEDURES

#### Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan