

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:**     March 9, 2021                      **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 Broward County (“Broward”), allowing for interoperable communications through the countywide common talk groups of the County’s Public Safety Radio System (“County’s System”) to Broward retroactively from February 26, 2021 through February 25, 2026.

**Summary:** This Agreement provides the terms and conditions under which Broward can program into its radios and utilize the countywide common talk groups for certain types of inter-agency communications. This Agreement is intended to replace the Interlocal Agreement R2006-0346 between County and Broward, amended by First Amendment R2011-1177, by Second Amendment R2017-0540 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 Broward. 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. Broward is required to pay all costs associated with Broward’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 sixty (60) days prior written notice to the other party. (ESS) Countywide (MWJ)

**Background and Justification:** This Agreement provides interoperability via use of the countywide common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. Broward has utilized interoperable communications through the countywide common talk groups since 2006. Broward 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

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**Recommended By:** MB Denise P. Ayala Colles                     2-28-21  
    **Department Director**                     **Date**

**Approved By:** W Baker     2/22/21  
    **County Administrator**                     **Date**

**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>	_____	_____	_____	_____	_____

**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:

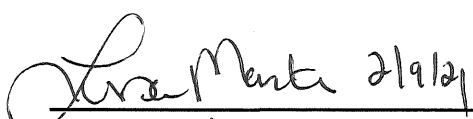
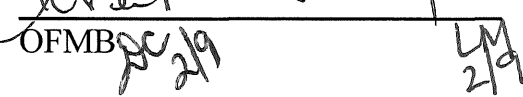
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

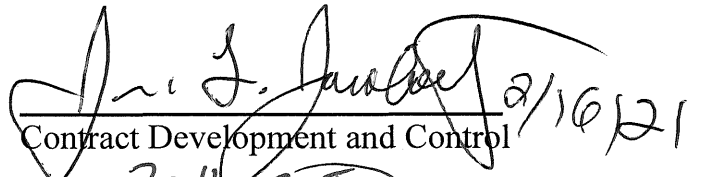

\* There is no fiscal impact associated with this item

**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

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

  
 OFMB 

  
 Contract Development and Control  
 2-16-21 

**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 INTERLOCAL AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (“Palm Beach County”), and Broward County, a political subdivision of the State of Florida (“Broward County”) (collectively, Palm Beach County and Broward County are referred to as the “Parties”).

**WITNESSETH**

**WHEREAS**, on February 28, 2006, Palm Beach County and Broward County entered into an Interlocal Agreement (R2006-0346), that was subsequently amended by the First Amendment to Interlocal Agreement on May 4, 2006, by Second Amendment to Interlocal Agreement (R2011-1177) on August 16, 2011, and by Third Amendment to Interlocal Agreement (R2017-0540) on May 2, 2017 (Collectively the 2006 Interlocal Agreement) setting forth the terms and conditions by which Palm Beach County would provide interoperable radio communications through the countywide common talk groups to Broward County; and

**WHEREAS**, Palm Beach County and Broward County are continually identifying more effective service delivery methods that result in enhanced public safety services and overall savings to the taxpayers of Palm Beach County and Broward County; and

**WHEREAS**, Palm Beach 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**, Palm Beach County and Broward County 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 Broward County can access the Common Talk Groups established on Palm Beach 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 that such agencies share in common and that 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 Palm Beach County will provide access to the Common Talk Groups established on the Palm Beach County

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

## SECTION 2: DEFINITIONS

**2.01 Common Talk Groups:** Talk groups established on the System that are made available to Palm Beach 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.

**2.02 Palm Beach County Talk Groups:** Talk groups established on the System that are made available to Palm Beach 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.

**2.03 Broward County Equipment (or “agency radios”):** P25 compliant handheld and mobile radios and control stations owned or operated Broward County or the Broward County Sheriff’s Office, that operate in the 800 MHz spectrum and have the ability to be programmed and used on the System.

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

**2.05 SmartZone Controller:** The SmartZone Controller is the central computer that controls the operation of the System. The SmartZone Controller manages access to System features, functions, and talk-groups.

**2.06 System:** The Public Safety Radio System funded, purchased, installed, maintained, and owned by Palm Beach County.

**2.07 System Manager:** An employee within the Palm Beach County 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 Palm Beach 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 Broward County’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 System.

**3.03 Compliance with System Policies and Procedures.** With regard to any use or operation of the System, Broward County 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 Broward County by the System Manager. Broward County agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the System.

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

**4.01 System.** The 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 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 System.

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

**4.04 Scheduled Outages.** Palm Beach County shall maintain the coverage as described in its contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement, except for times of scheduled preventive maintenance when it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. Broward County shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

**4.05 Management.** Palm Beach 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: BROWARD COUNTY EQUIPMENT AND RESPONSIBILITIES**

**5.01 Broward County Equipment.** Broward County Equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the System. Equipment intended for use on the System that does not meet the requirements of Broward County Equipment must be approved by the System Manager prior to programming to operate on the System. Broward County will be required to keep Broward County Equipment in proper operating condition and Broward County is responsible for maintenance of Broward County Equipment.

**5.02 Agreement Limited to Common Talk Groups.** Broward County will only program

the Common Talk Groups and the individual unit ID numbers assigned by the System Manager as part of this Agreement. Broward County will **not** program into its radios the Palm Beach County Talk Groups without a letter of authorization or a signed agreement from Palm Beach County.

**5.03 Broward Contacts.** Broward County shall provide Palm Beach County with a list of persons/positions that are authorized to request activating/deactivating existing units or new units. No programming of agency radios for operation on the System will be undertaken by Broward County or its service provider until requested and approved in writing by the System Manager.

**5.04 Confidential Information.** Broward County shall receive certain access codes to the System to enable the Common Talk Groups to be programmed into Broward County Equipment. *The access codes are considered to be exempt and confidential security system information under Florida Statutes Section 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 Broward County 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 Palm Beach County ("Confidential Information") will be kept confidential by Broward County and will not be disclosed to any other party, directly or indirectly, without Palm Beach County's prior written consent, unless required by law or lawful order. All System parameters shall remain Palm Beach County's property, and may only be reproduced or distributed with the written permission of the County. Broward County agrees that Palm Beach County has sole and exclusive ownership of all right, title and interest to the Confidential Information produced, which Confidential Information may be recalled at any time.

**5.04.01 Authorized Parties.** Service staff directly employed by Broward County or the Broward County Sheriff's Office, and all Motorola personnel, shall be considered authorized parties to receive access and programming codes for the maintenance of Broward County Equipment. Commercial service providers other than Motorola are not considered authorized to receive access to programming codes for the System. If Broward County uses a commercial service provider other than Motorola for maintenance of Broward County Equipment, Broward County must ensure confidentiality requirements are included in its contracts with that commercial service provider acceptable to the System Manager before access or programming codes may be released to that provider.

**5.04.02 Commercial Service Providers.** Commercial maintenance service providers other than Motorola are **not** considered authorized to receive access to programming codes for the System, unless such entities meet the requirements of Section **5.04.03** and/or 5.04.04 below. If Broward County so elects, 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 Broward County Equipment under the terms of a separate agreement.

**5.04.03 Review of Service Provider Agreements/Solicitations.** If Broward County uses a commercial service provider to program Broward County Equipment and desires that the commercial service provider program Broward County Equipment with the Common Talk Groups, Broward County must first submit the applicable contract with the commercial service provider to the System Manager for review. The review will focus on

whether the contract terms between Broward County and the commercial service provider are adequate to protect the System from misuse, harm, or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, Palm Beach 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. Broward County 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, Broward County 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 Broward County radio equipment with Common Talk Groups.

**5.04.04 Review of Bid Documents for Service Provider.** If Broward County intends to use a commercial service provider to program Broward County Equipment with the Common Talk Groups, Broward County 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 Broward County to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, Palm Beach 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 to program Broward County Equipment with the Common Talk Groups. If approved, the System Manager will release the access and programming codes to the commercial service provider. Broward County 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, Broward County shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program Broward County radio equipment with Common Talk Groups.

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

**5.05 Federal Shared Encryption Key.** The System is configured to allow for end to end encryption. If Broward County desires encryption, Broward County 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 System. The Key is considered to be exempt and confidential security system information under Florida Statutes Section 119.071(3) and must not be released to the public or to unauthorized persons. If Broward County requests use of the Key, Broward County shall be responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by Broward County 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 Broward County Equipment must only be done by

Broward County itself or another authorized law enforcement agency. Broward County must also store Broward County's encryption key loader(s) in a secure and locked location when not in use. Broward County shall immediately notify the System Manager if Broward County has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. Broward County shall not program the Key into any non-law enforcement radio. Broward County must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. Broward County shall not provide any Key encrypted radios to any non-public safety personnel. The provisions of this section regarding Broward County's duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

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

**5.07 Stolen or Lost Broward County Radios.** In the case of lost or stolen Broward County Equipment, Broward County will notify the System Manager by e-mail authorizing the System Manager to disable the equipment. The authorization shall provide Palm Beach 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 Broward County to re-activate a disabled radio must be in writing by e-mail to the System Manager.

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

Broward County will be required to provide to Palm Beach County an initial inventory of the agency radios that are proposed to be programmed for use of the Common Talk Groups. Broward County will provide the following information to the System Manager:

- 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 Broward County a matrix of the Common Talk Groups, aliases, and radio ID numbers prior to Broward County's radios being activated on the System. Broward County is responsible for adhering to the Common Talk Group and radio ID allocations established by Palm Beach County. The Common Talk Group and radio ID allocations are on file with Palm Beach County and available upon request.

## **SECTION 7: UTILIZATION AND MONITORING OF COMMON TALK GROUPS**

**7.01 Purpose of Common Talk Groups.** The Common Talk Groups were implemented specifically for interagency 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.

**7.02 Approved Uses.** Usage of the 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 and coordination and response to local emergencies and disasters. 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 assigned by the System Manager can be temporarily utilized until repair of the agency's communication system is complete.

**7.03 Prohibited Uses.** 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 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.

**7.04 Required Monitoring.** Agencies using Common Talk Groups under this Agreement have a requirement to monitor the assigned Common Talk Group in their respective dispatch center to respond to calls for assistance from field units. The dispatch centers that combine more than one discipline in their dispatch center are required to monitor the disciplines that are dispatched. Agencies that do not utilize their own dispatch center are not required to monitor the Common Talk Group.

## **SECTION 8: LIABILITY**

**8.01 No Representation as to Fitness.** Palm Beach County makes no representations about the design or capabilities of the System. Broward County has decided to enter into this Agreement and use the System on the basis of having interoperability with Palm Beach County and /or other municipalities during times of mutual aid and/or joint operations. Palm Beach County

agrees to use its best reasonable efforts to provide Broward County with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of Broward County.

**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, or negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of Palm Beach County or Broward County pursuant to Section 768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Broward County shall indemnify, defend, and hold harmless Palm Beach County against any actions, claims, or damages arising out of Broward 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 Section 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 Palm Beach County nor Broward County shall be liable to each other or for any third-party claim that may arise out of the services provided hereunder or of the System itself, including without limitation 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 that 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. Palm Beach County and Broward County 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 or the limitations provided by Section 768.28, Florida Statutes, Broward County represents that it is self-insured. If at any point during the term of this Agreement Broward County is not self-insured, Broward County shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in Section 768.28, Florida Statutes.

Should Broward County purchase excess liability coverage (other than excess policies covering a Broward County port or airport), Broward County agrees to include Palm Beach County as an Additional Insured.

## Broward County/Amended and Restated Interlocal Agreement

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

Should Broward County contract with a third-party ("Contractor") to perform any service related to this Agreement, Broward County 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 Broward County and County as Additional Insureds. Broward County 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, Broward County shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve Broward County 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 retroactively on February 26, 2021.

**10.02 Renewals.** The Agreement may be renewed for up to two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's then-current term, Broward County may provide Palm Beach County with a request to renew this Agreement. Any renewal will require written approval of both Parties. The Broward County Administrator is authorized to approve any execute any renewal permitted under this section on behalf of Broward County. Palm Beach County may not unreasonably withhold its approval of the renewal.

**10.03 Existing Interlocal Terminated.** Upon the effective date of this Agreement, the Interlocal Agreement between County and Broward County R2006-0346, as amended by R2011-1177 and R2017-0540, shall be automatically terminated without any further action required.

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

This Agreement may be amended from time to time by written amendment as agreed to by both Parties.

**SECTION 12: TERMINATION**

This Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable Broward County Equipment from the System. It will be the responsibility of Broward County to reprogram Broward County Equipment to remove the System information from the radios. If this Agreement is terminated under this section, Broward County will complete reprogramming of Broward Equipment within ninety (90) days after the effective date of termination.

**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 of the certified mail delivery, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to Palm Beach County:

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

*With copies to:*

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603

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

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

As to Broward County:

Broward County Office of Regional Communications and Technology  
115 S. Andrews Avenue, Room 325  
Fort Lauderdale, FL 33301-1872  
Broward County Attorney's Office  
115 S. Andrews Avenue, Room 423  
Fort Lauderdale, FL 33301-1872

**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 exclusively 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 Palm Beach County and Broward County 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, and no subsequent alteration, waiver, change, or addition to this Agreement shall be binding upon Palm Beach County or Broward County unless reduced to writing and executed by authorized representatives of each Party.

**SECTION 17: DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of Palm Beach County's or Broward County'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 Palm Beach 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 Palm Beach 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 employee of Palm Beach County and/or Broward County.

**SECTION 20: NON-DISCRIMINATION**

Palm Beach 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, Broward County 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**

Broward County may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of Palm Beach County, which may be granted or withheld at Palm Beach 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 Palm Beach County and Broward 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 and Broward County Board of County Commissioners.

**SECTION 25: EFFECTIVE DATE**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the Broward 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 and the Broward County Board of County Commissioners.

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

Broward County/Amended and Restated Interlocal Agreement

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

**ATTEST:**

**JOSEPH ABRUZZO  
CLERK & COMPTROLLER**

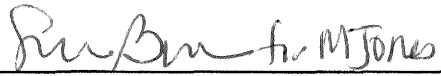
**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**


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

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

**APPROVED AS TO LEGAL  
SUFFICIENCY:**


**APPROVED AS TO TERMS AND  
CONDITIONS:**

By:   
County Attorney

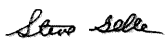
By:   
Isami Ayala-Collazo, Director  
Facilities Development & Operations

**AMENDED AND RESTATED INTERLOCAL AGREEMENT**

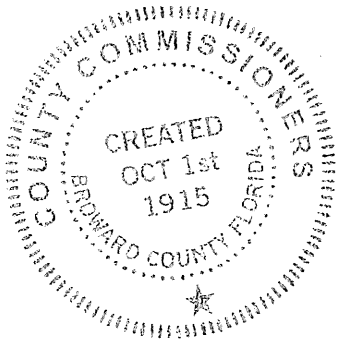
ATTEST:

  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners


BROWARD COUNTY, by and through  
its Board of County Commissioners

By   
Mayor  
19 \_\_\_ day of January, 20\_21

Digitally signed by STEVE A.  
GELLER  
Date: 2021.01.19 11:15:36 -05'00'



Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

  
By René D. Harrod (Date)  
Chief Deputy County Attorney

Digitally signed by RENE D.  
HARROD  
Date: 2020.12.22 17:16:28  
-05'00'



**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