



MONROE COUNTY SHERIFF'S OFFICE

RICHARD A. RAMSAY, SHERIFF

Key West DOT
Accounts Payable
PO Box 1409
Key West, FL 33040

April 25, 2025

Greetings,

Attached you will find the annual billing for the Shared Use of the MCSO P25 Radio System. You will also find a new agreement to extend your participation through September 30, 2029. Please sign and return the fully executed copy to me at:

MCSO
Emergency Communications
Laura White
2945 Overseas Hwy
Marathon, FL 33050

Or
lwhite@keyssso.net

I would also like to advise you that we will doing maintenance work to several towers this year, so your cost next year may increase due to the ongoing supply chain and tariff issues.

Regards,

A handwritten signature in blue ink that reads "Laura White".

Laura White
Director, Emergency Communications



MONROE COUNTY SHERIFF'S OFFICE

RICHARD A. RAMSAY, SHERIFF

April 16, 2025

City of Key West
Accounts Payable
Key West DOT
PO Box 1409
Key West, FL 33040

Invoice # 2504-06

Due Date: July 16, 2025

Pursuant to the City of Key West's Interlocal Agreement with the Monroe County Sheriff's Office for shared use of the 800 MHz trunked radio system.

Maintenance Costs = 28 radios @ \$285.25 = **\$7987.00**

Please make check payable and mail the same to:

Monroe County Sheriff's Office
Attention: Finance Division
5525 College Road
Key West, FL 33040

If you have any questions or require further information, please call 305-289-6035

AGREEMENT
between
THE MONROE COUNTY SHERIFF'S OFFICE
and
CITY OF KEY WEST DOT
for
USE OF P25 RADIO SYSTEM

THIS AGREEMENT, made and entered into on the day and year last signed below, by the Monroe County Sheriff's Office, a subdivision of the State of Florida ("MCSO"), and The City of Key West DOT a private corporation, collectively ("the Parties").

W I T N E S S E T H:

WHEREAS, MCSO has purchased and is operating a radio system that is used by several local government, and emergency services entities ("Shared Users"), and

WHEREAS, City of Key West DOT provides transportation services within Monroe County, Florida; and

WHEREAS, the parties have determined that allowing City of Key West DOT access to MCSO's radio system will result in a public safety benefit of interoperability, and

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the Parties agree as follows,

SECTION 1: PURPOSE AND DEFINITIONS

- 1.01 The purpose of this Agreement is to set forth the parameters under which MCSO will make access to its 800 MHz P25 radio system ("System") available to City of Key West DOT
- 1.02 System: The 800 MHz P25 radio system funded, purchased, installed, maintained and owned by MCSO. The system includes fixed transmitting and receiving equipment, T-1 telephone lines for communicating between sites, system control and management equipment, dispatch consoles, a controller located at the prime site, and other related equipment.
- 1.03 Shared User Equipment: Also known as "agency radios", are City of Key West DOT or Shared User-owned 800 MHz P25 handheld and mobile radios and control stations that have the ability to be programmed and used on MCSO's 800 MHz P25 radio system.
- 1.04 System Administrator: The person designated by MCSO to be responsible for administration of the System and serving as designated contact person pursuant to this Agreement.

- 1.05 City of Key West DOT Representative: The person designated by City of Key West DOT as designated contact person pursuant to this Agreement.

SECTION 2: SYSTEM ADMINISTRATION AND USE PROCEDURES

- 2.01 MCSO shall administer shared use of the System.
- 2.02 The System Administrator will develop policies, procedures and standard operating procedures. City of Key West DOT agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the System.
- 2.04 Maintenance costs as described in Section 7 will be reallocated on the first day of October after a new Shared User gains access to the System.

SECTION 3: SHARED USER EQUIPMENT AND RESPONSIBILITIES

- 3.01 All Shared User equipment will be 800 MHz P25 mobile, portable, and control station equipment programmed for use on the System. The equipment used shall be 800 MHz P25 compliant communications systems equipment, and approved by the system administrator. City of Key West DOT is required to keep their equipment in proper operating condition. City of Key West DOT is solely responsible for maintenance of their radio equipment.
- 3.02 Within (15) days of the execution of this Agreement, City of Key West DOT must designate a Representative who will serve as its single point of contact for matters relating to this Agreement.
- 3.03 Within (15) days of the execution of this Agreement, City of Key West DOT must provide MCSO with a list of persons who are authorized to request programming changes to existing units and programming of new units. City of Key West DOT will not program radios without approval of the System Administrator.
- 3.04 Written authorization from the System Administrator and City of Key West DOT Representative are required for the Monroe County Sheriff's Office Emergency Communications Division to program talk groups into Shared User radios. City of Key West DOT may not request that other User's talk groups be programmed into their radios without written authorization of the other Shared User Representative.

- 3.05 City of Key West DOT will be required to program the Common Countywide Talk Groups that reside on the System for use by Shared Users or interagency communications into its radios. These calling talk groups, in addition to one operational talk-group for the applicable discipline, shall be required as a minimum. Shared Users may include additional Common Talk Groups as necessary to meet their operational requirements. These talk groups shall be in addition to the mutual aid channels required by the Florida Regional Plan.
- 3.06 City of Key West DOT, a political subdivision of the State of Florida, City of Key West DOT is solely responsible for the performance and the operation of Shared User equipment and any damages or liability resulting from the use thereof. Should MCSO identify malfunctioning Shared User equipment, MCSO will request the Shared User Representative to discontinue use of the specific device until repairs are completed. If a device is causing interference to the system, MCSO may disable the equipment from the system. In the case of stolen or lost equipment, City of Key West DOT will immediately notify MCSO Emergency Communications in writing or via e-mail authorizing MCSO to disable the equipment. City of Key West DOT will provide the Radio ID number and the serial number of the radio. MCSO Emergency Communications will advise back via e-mail when the radio has been disabled. Disabled radios will be reactivated only upon written request from a City of Key West DOT Representative.
- 3.07 As of this time, the System does not support the use of roaming, private call, or telephone interconnect. In the future MCSO may activate some or all of these features should the loading of the system allow. City of Key West DOT may not program these features into their radios. If roaming, private call, or telephone interconnect are allowed on the System in the future, City of Key West DOT may, at their own expense, reprogram Shared User radios. MCSO will provide an amendment to this Agreement defining the uses and required programming should these features become available on the System.
- 3.08 City of Key West DOT is required to provide to MCSO an inventory of the radios on the MCSO system. City of Key West DOT shall provide the following information to MCSO:
1. Radio manufacturer and model numbers
 2. Radio serial numbers
 3. Requested aliases to be programmed
 4. List of any requested radio programming changes
 5. Talk groups required
 6. Common talk groups required
 7. Other agency talk groups required

MCSO will compile this information and transmit back to City of Key West DOT a matrix of the approved talk groups, aliases, and radio ID numbers prior to radios being programmed into MCSO's 800 MHz P25 radio system. City of Key West DOT will be responsible for adhering to the talk group and radio ID allocations set up by MCSO.

- 3.09 Nothing in this Agreement shall represent a commitment by MCSO or be construed as intent by MCSO to fund any portion of City of Key West DOT equipment.

SECTION 4: MCSO RESPONSIBILITIES

- 4.01 MCSO shall be responsible for operation of the System
4.02 MCSO shall be responsible for all permitting, licensing, and fees associated with the operation of the System.

SECTION 5 : Intentionally Left Blank

SECTION 6: ONE-TIME SYSTEM ACCESS CHARGE

- 6.01 Each subscriber unit added to MCSO System will be charged \$50.00 at the time the unit is programmed for system access.
6.02 City of Key West DOT. will pay a fee of \$25.00 per subscriber unit for any subsequent reprogramming of radio talk groups.
6.04 In the event of any termination of this Agreement, access and reprogramming charges will not be reimbursed.

SECTION 7: MAINTENANCE COSTS

- 7.01 MCSO relies upon the MCSO Emergency Communications Division to secure routine and preventative maintenance on the System. This maintenance includes trouble shooting and making all repairs on a 24/7/365 basis as well as performing preventive maintenance on the entire System, including, but not limited to, radio equipment, control, management, and alarm systems, towers and equipment shelters, backup power generators, and air conditioners.
7.02 City of Key West DOT will pay maintenance costs one year in advance. The rate for 2025-2026 is \$285.25 per unit. The annual cost of maintenance will be reviewed each year. Future maintenance costs may be adjusted for the following fiscal year. If future maintenance costs are adjusted, MCSO will send written notice to City of Key West DOT in April before the next fiscal year. Maintenance costs will be shared on a pro rata basis based on the number of radios City of Key West DOT and Shared Users are authorized to use on the System as of April 1 of each year.

SECTION 8: BILLING SCHEDULE

- 8.01 Access and reprogramming charges are due in full, regardless of the time of the year that the additional unit is added to the System or reprogrammed. These fees will not be prorated from the time of programming.
- 8.02 System Users will pay maintenance charges as described in Section 7. Maintenance charges are due each October 1, one year in advance.
- 8.03 Upon receipt of any invoice, City of Key West DOT, a political subdivision of the State of Florida, City of Key West DOT will immediately review it and report any discrepancies to MCSO within 10 days of receipt. Payment will be due to MCSO within 30 days of receipt of the invoice. Payments will be sent to:

Radio System Administrator
Monroe County Sheriff's Office
5525 College Road
Key West, Florida 33040

Attn: 800 MHz P25 Interlocal Agreement

SECTION 9: ANNUAL BUDGET INFORMATION TO BE PROVIDED

- 9.01 MCSO may review and update the fees and charges as identified in Sections 6, 7 and 8 before April 1st of each year for the following fiscal year beginning October 1st. These revised fees and charges will be applicable for the upcoming fiscal year and will automatically become a part of this Agreement on October 1st of the applicable year.

SECTION 10: INDEMNIFICATION AND LIABILITY

- 10.01 MCSO makes no representations about the design or capabilities of the MCSO System. City of Key West DOT has decided to enter into this Agreement and use MCSO's system based on its review of the system design, system coverage, manufacturing and installation details contained in MCSO's contract with Motorola and subsequent field measurements and testing data that may exist. MCSO makes no guarantee as to the continual, uninterrupted use of the radio communication system, or its fitness for the communication needs of City of Key West DOT.

- 10.02 City of Key West DOT agrees to hold harmless, indemnify and defend the Monroe County Sheriff's Office, Sheriff Richard A. Ramsay, and his predecessors and successors in office, and each and every one of his or their deputies, employees, and attorneys from any and all loss, damage, claim or judgment arising out of this agreement or City of Key West DOT use of the System.
- 10.03 The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other.

SECTION 11: OWNERSHIP OF ASSETS

Shared User Equipment will remain assets of the City of Key West DOT or Shared Users at all times. Any asset now owned by MCSO will remain MCSO's despite the City of Key West DOT or Shared User's financial contribution to their maintenance, renewal, and replacement. Any asset later incorporated into the System, will be owned by MCSO, regardless of cost reimbursement by City of Key West DOT or Shared Users.

SECTION 12: TERM OF AGREEMENT

The initial term of this Agreement **begins October 1, 2025 and ends September 30, 2029.**

SECTION 13: TERMINATION

- 13.01 Either party can terminate this Agreement with or without cause upon (10) days written notice.

SECTION 14: APPLICABLE LAW

The laws of the State of Florida govern this Agreement.

SECTION 15: FILING

A copy of this Agreement may be filed with the Clerk of the Circuit Court in and for Monroe County.

SECTION 16: ENTIRE AGREEMENT

This Agreement and Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between MCSO and City of Key West DOT concerning the System. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alternation, waiver, change or addition to this Agreement shall be binding upon MCSO or City of Key West DOT unless reduced to writing and signed by both parties.

SECTION 17: THIS AGREEMENT SUPERSEDES ALL PREVIOUS AGREEMENTS

Any prior agreements, whether oral or written, between City of Key West DOT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed:

MONROE COUNTY SHERIFF'S OFFICE

By:

Title:

Date:

Deid Ramsey
SHERIFF
04/23/25

MONROE COUNTY SHERIFF'S OFFICE

APPROVED AS TO FORM:

[Signature]
PATRICK J. McCULLAH

GENERAL COUNSEL

DATE:

4/23/2025

City of Key West DOT

By:

Title:

Date: