

RESOLUTION NO. 06-174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY AND MONROE COUNTY SHERIFF'S OFFICE FOR USE OF 800 MHZ BANDWIDTH FOR NEW RADIO SYSTEM; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Interlocal Agreement is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 16 day of May, 2006.

Authenticated by the presiding officer and Clerk of the Commission on May 19, 2006.

Filed with the Clerk May 19, 2006.


MORGAN McPHERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY



TO: Julio Arael, City Manager

FROM: E. David Fernandez, Utilities Director *EDF*

DATE: May 1, 2006

SUBJECT: **Approval of Interlocal Agreement with Monroe County Sheriff's Office for Use of Bandwidth for new Radio System Use**

Action statement:

This interlocal agreement would allow the personnel of the City of Key West to use a communications system that would operate on the Monroe County Sheriff's Office 800 mhz radio bandwidth. This would enhance and facilitate staff and inter-agency communications, particularly during times of emergency such as hurricanes.

Strategic Plan/Business Plan:

An effective radio communication system will enhance the City's ability to maintain its sewer and stormwater infrastructure goals stated in the Strategic Plan.

Background:

The current radio system is an older repeater and antenna that provides for a 15-mile radius of coverage. The only City Departments that are still using this system are the Building, and Public Works Departments. No other public agency is accessible through this system.

The Utilities Department, including KWDEP and the Wastewater Treatment Plant primarily relies on cell phones (90% Nextel). In the aftermath of Hurricane Wilma, communication by our employees in the field was limited during the extended hours that Nextel was not functioning.

Purpose & Justification:

The interlocal agreement will provide countywide coverage to facilitate inter-agency communications, which would be particularly useful during emergencies such as a hurricane. The City of Key West Police Department, Fire Department, Transit System

(KWDoT), and Key West Rescue are already operating with this proven radio system that all public safety and law enforcement agencies are using in Monroe County.

This agreement will allow any department of City government to have access to the MCSO's bandwidth. The Utilities Department and Public Works supervisors would like to be able to use this frequency immediately, and this agreement would allow other departments in the City to use the system in the future should funding become available.

Options:

1. Approve the interlocal agreement with the Monroe County Sheriff's Office.
2. Continue using existing radio system. However, failure to provide a more reliable communications system will impede post-emergency (hurricane) operations and recovery.

Financial Impact:

The City will be billed at a rate of \$208.73 per radio per year (\$4,592 total for all radios) by the MCSO to use this system for maintenance costs. This is a similar rate to what we are paying for our existing radios. We will also pay a one time programming cost of \$50 per radio (\$1100 total)

The agreement also calls for new users to the system to pay a share of the capital costs incurred by Keys Energy, the Florida Keys Aqueduct Authority, and the Key West Department of Transportation for the addition of a new frequency at the Summerland tower, and software to monitor usage of the radios. This total would be a one time cost of \$8,961.69

The total first year cost of this agreement will be \$14,653.69, with only the maintenance costs (\$4592) incurred in future years.

Recommendation:

The staff recommends option #1, the approval of the interlocal agreement with the Monroe County Sheriff's Office.

INTERLOCAL AGREEMENT

For

Shared Use of 800 MHz Trunked Radio System

THIS INTERLOCAL AGREEMENT, made and entered into this 9th day of June, 2006, by the Monroe County Sheriff's Office, a political subdivision of the State of Florida ("MCSO"), and the City of Key West Utilities Department, a department of the City of Key West, Florida ("KW Utilities"), recognizes the addition of KW Utilities as a Shared User and participant in the 'INTERLOCAL AGREEMENT For Shared Use of 800 MHz Trunked Radio System', previously entered into by the Florida Keys Aqueduct Authority, ("FKAA"), Utility Board of the City of Key West, d/b/a Keys Energy Services, a ("KEYS"), and the City of Key West Department of Transportation ("KWDOT"). (FKAA, KEYS, KWDOT, and KW Utilities are also referred to collectively or individually as "Shared Users" or "Shared User" in this Agreement.)

WITNESSETH:

WHEREAS, MCSO has purchased and is operating an 800 MHz trunked radio system that meets the needs of MCSO, other law enforcement agencies, and departments of county government, and has the capacity to meet the needs of Shared Users, and

WHEREAS, MCSO and Shared Users 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, the parties have determined that shared use of MCSO's radio system will result in ongoing cost savings for each party and for the citizens and customers served by them, in addition to providing the public safety benefit of interoperability, and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately,

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

SECTION 1: PURPOSE AND DEFINITIONS

1.01 The purpose of this Agreement is to set forth the parameters under which MCSO will make access to its 800 MHz trunked radio system ("System") available to Shared Users. This Agreement identifies the conditions of use, the cost of access and on-going use, and the ability of Shared Users to participate in the operational decisions relating to the 800 MHz System.

1.021 Common Countywide Talk Groups: Talk groups established on MCSO's communications system that are made available to Shared Users and other non-County agencies.

1.022 Shared User Equipment: Also known as "agency radios", are Shared User-owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on MCSO's 800 MHz trunked radio system.

1.023 T1's: Communications to route audio and control signals between sites in a multi-site communications system.

1.024 Prime Site: The location of MCSO's SmartZone™ Controller.

1.025 SmartZone Controller: The SmartZone Controller is the central computer that manages and controls the operation of MCSO's 800 MHz trunked radio system. The SmartZone Controller manages access to system features, functions, and talk-groups.

1.026 System: The 800 MHz trunked radio system funded, purchased, installed, maintained and owned by MCSO. The system includes fixed transmitting and receiving equipment, BellSouth T-1 telephone lines for communications between sites, system control and management equipment, dispatch consoles, a SmartZone controller located at the prime site, and other related equipment.

1.027 System Administrator: The person designated by MCSO as responsible for administration of the System and serving as designated contact person pursuant to various sections of this Agreement.

1.028 Shared User Representative: The person designated by a Shared User as designated contact person pursuant to various sections of this Agreement.

SECTION 2: SYSTEM ADMINISTRATION AND USE PROCEDURES

2.01 MCSO is charged with responsibility for administering shared use of the System. MCSO does not provide radio engineering, repair, or maintenance services. MCSO currently receives these services from the Monroe County Emergency Communications Division, as well as from Motorola under a maintenance contract.

2.02 The System Administrator, after consultation with Shared Users, will develop policies, procedures and standard operating procedures. Shared Users agree to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the System.

2.03 The System Administrator may permit new Shared Users to access the system but only after:

-Consultation with existing Shared Users,

-Execution of a written agreement between existing Shared Users and proposed new Shared User regarding reimbursement to existing Shared Users for the costs of acquisition

of usage monitoring software and the additional channel at West Summerland Tower as described in Section 6, and

-Issuing a written report to existing Shared Users that granting access to the new Shared User will not impair system functionality for MCSO and existing Shared Users.

2.04 Maintenance costs as described in Section 6 will be reallocated on the first day of October after a new Shared User gains access to the System.

2.05 The System Administrator will convene regular meetings with Shared User Representatives to discuss issues of mutual concern.

SECTION 3: SHARED USER EQUIPMENT AND RESPONSIBILITIES

3.01 All Shared User equipment will be 800 MHz mobile, portable, and control station equipment programmed for use on the System. The equipment used shall be Motorola 800 MHz SmartZone communications systems equipment. Shared Users are required to keep their equipment in proper operating condition. Shared Users are solely responsible for maintenance of their radio equipment.

3.02 Within 15 days of the execution of this Agreement, each Shared User must designate a Representative who will serve as the Shared User's single point of contact for matters relating to this Agreement.

3.03 Within 15 days of the execution of this Agreement, each Shared User must provide MCSO with a list of persons who are authorized to request programming changes to existing units and programming of new units. Shared Users will not program radios without approval of the System Administrator.

3.031 Written authorization from the System Administrator and Shared User Representative are required for the Monroe County Emergency Communications Division to program talk groups into Shared User radios. Shared Users may not request that other User's talk groups be programmed into their radios without written authorization of the other Shared User Representative.

3.04 Shared Users 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 Region Plan.

3.05 Shared Users are 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 after written notification to the Shared User Representative. In the case of stolen or lost equipment, a Shared User Representative will notify MCSO in writing or via e-mail

authorizing MCSO to disable the equipment. The Shared User Representative will provide the Radio ID number and the serial number of the radio. MCSO will advise back via e-mail when the radio has been disabled. Disabled radios will be reactivated only upon written request from a Shared User Representative.

3.06 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. Shared Users may not program these features into their radios. If roaming, private call, or telephone interconnect are allowed on the System in the future, Shared Users 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.

3.07 Shared Users will be required to provide to MCSO an initial inventory of the radios to be programmed on the MCSO system. Shared Users will 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 Shared Users a matrix of the approved talk groups, aliases, and radio ID numbers prior to Shared User's radios being programmed into MCSO's 800 MHz system. Shared Users will be responsible for adhering to the talk group and radio ID allocations set up by MCSO. The talk group and radio ID allocations set up by MCSO will be distributed to Shared Users.

3.08 Nothing in this Agreement shall represent a commitment by MCSO or shall be construed as intent by MCSO to fund any portion of Shared User's equipment.

SECTION 4: MCSO RESPONSIBILITIES

4.01 MCSO shall be responsible for operation of the System. MCSO or the Monroe County Emergency Communications Division will notify Shared User Representatives in advance of scheduled maintenance that will impact System Users.

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

4.03 MCSO and the Monroe County Emergency Communications Division shall maintain radio coverage within Shared User's coverage boundaries as described in the Motorola contract throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures.

4.04 MCSO or the Monroe County Emergency Communications Division will provide notifications of system problems and time for system restoration to Shared User Representatives.

4.05 MCSO shall be responsible for talk group and fleet mapping management.

SECTION 5: FREQUENCIES

5.01 Upon execution of this Agreement, Shared Users agree to allow MCSO to co-channel license any 800 MHz frequencies now licensed to or later acquired by a Shared User, which could be used as part of MCSO's 800 MHz voice or data systems. At the request of MCSO, a Shared User will request the Federal Communications Commission and other pertinent regulatory bodies to permit MCSO to license Shared User's 800 MHz frequencies at MCSO's 800 MHz tower sites. MCSO will be responsible for all engineering, coordination, and licensing costs required to implement the frequency or frequencies. During the term of this Agreement, MCSO will be responsible for the licensing and administration of the Shared User's frequencies. MCSO may use these frequencies for any lawful purpose it deems appropriate during the term of this Agreement. The Shared User will be required to cease using the frequencies during the time the Agreement is in effect unless otherwise agreed in writing with MCSO. Upon termination of this Agreement, MCSO will relinquish the co-channel licenses and remove the frequencies from service from MCSO's equipment or request the licensing of new frequencies as defined in Section 5.02. The Shared User will then be allowed to resume use of its own or alternate frequencies for its communication needs.

5.02 If MCSO is utilizing a Shared User's frequencies at the time of termination as defined in Section 5.01, MCSO may require the Shared User to accept an alternate frequency to avoid a disruption of the existing network. MCSO will assist Shared Users in the required engineering, coordinating, licensing, and implementation of any alternate frequency, if required. The Shared User may remain on MCSO's system until the Federal Communications Commission (FCC) grants the frequency license. Upon issuance of the license by the FCC, the Shared User may use the frequency for an additional 90 days. After 90 days, the Shared User may no longer use the frequency.

SECTION 6: ACQUISITION OF USAGE MONITORING SOFTWARE AND ADDITIONAL CHANNEL AT WEST SUMMERLAND TOWER

6.01 To prepare the System for shared use, radio usage monitoring software must be acquired and an additional radio channel installed at the West Summerland Key tower.

6.02 MCSO has acquired Genesis radio usage monitoring software in preparation for Shared User access to the System. The cost of the software is \$50,253.00. A description of the software and cost breakdown is attached as Exhibit A.

6.03 MCSO is installing an additional channel for the West Summerland tower in preparation for Shared User access to the System. The cost of the additional channel is \$75,725.00. A description of the equipment and services involved and cost breakdown is attached as Exhibit B.

6.04 KEYS, FKAA, and KWDoT have reimbursed MCSO all of the stated costs of acquiring usage monitoring software and the additional channel at the West Summerland Tower in proportional shares as follows:

KEYS	90 subscriber radios	\$47,638.74
FKAA	120 subscriber radios	63,518.32
KWDoT	28 subscriber radios	14,820.94
Total	238	\$125,978.00

The terms of this Interlocal Agreement require new Shared Users to reimburse KEYS, FKAA, and KWDoT for an appropriate share of these acquisition costs. KW Utilities will make these reimbursements as follows:

KEYS		\$4,183.47
FKAA		4,778.22
KWDoT	REIMBURSEMENT WAIVED	--0---
Total		\$8961.69

SECTION 7: ONE-TIME SYSTEM ACCESS CHARGE

7.01 The Monroe County Emergency Communications Division will collect a one-time access charge of \$50.00 for each subscriber unit from Shared Users. The charge is intended to defray the cost of programming and system configuration. Each subscriber unit added to MCSO System will be charged the same amount at the time the unit is programmed for system access.

7.02 Shared Users will pay a fee of \$25.00 per subscriber unit for any subsequent reprogramming of radio talk groups.

7.03 One-time access charges and reprogramming charges will be reviewed each year, beginning FY2007, and may be adjusted for the following fiscal year. If these charges are adjusted, MCSO will send written notice to Shared Users no later than the first day of April preceding the next fiscal year. One-time access and reprogramming charges will be the same for all Shared Users.

7.04 A list of current system users is attached as Exhibit C. The maintenance costs of public safety users (law enforcement, fire, and emergency medical services) is paid by the Sheriff's Office, and not considered in determining the proportional cost shares of Shared Users.

7.05 In the event of any termination of this Agreement, access and reprogramming charges will not be reimbursed.

SECTION 8: MAINTENANCE COSTS

8.01 MCSO relies upon the Monroe County Emergency Communications Division and a maintenance contract with Motorola 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.

8.02 Shared Users will pay no maintenance costs to MCSO until October 1, 2006. On that date, Shared Users will pay maintenance costs one year in advance at the rate of \$208.73 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 Shared Users no later than the first day of April before the next fiscal year. Maintenance costs will be shared on a pro rata basis based on the number of radios Shared Users are authorized to use on the System as of April 1 of each year.

8.03 A list of current system users is attached as Exhibit C. The maintenance costs of public safety users (law enforcement, fire, and emergency medical services) is paid by the Sheriff's Office, and not considered in determining the proportional cost shares of Shared Users.

8.04 In the event of termination of this Agreement by MCSO and with no fault of a Shared User, the Shared User will be reimbursed the pro rata share of maintenance fees based on the date of termination. In the event of termination by a Shared User, no maintenance fees will be reimbursed.

SECTION 9: BILLING SCHEDULE

9.01 During the first year this Agreement is in effect, Shared Users will pay only access and any reprogramming charges as described in Section 7, and costs of acquisition of usage monitoring software and additional channel at West Summerland tower described in Section 6.

9.02 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.

9.03 When this Agreement has been in effect for one year, System Users will pay maintenance charges as described in Section 8. Maintenance charges are due each October 1, one year in advance.

9.04 Upon receipt of any invoice, Shared Users 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 33030

Attn: 800 MHZ Interlocal Agreement

SECTION 10: ANNUAL BUDGET INFORMATION TO BE PROVIDED

10.01 MCSO may review and update the fees and charges as identified in Sections 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.

10.02 Each Shared User is responsible for estimating the number of units that it intends to have on the system for the upcoming fiscal year and budgeting accordingly.

SECTION 11: INDEMNIFICATION AND LIABILITY

11.01 MCSO makes no representations about the design or capabilities of the MCSO System. Each Shared User 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 and the Monroe County Emergency Communications Division will use their best efforts to provide Shared Users with the use of the system described in this Agreement, but makes no guarantee as to the continual, uninterrupted use of the radio communication system, or its fitness for the communication needs of Shared Users.

11.02 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 sovereign immunity by any party under Section 768.28, Florida Statutes.

11.03 The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. MCSO and Shared Users waive all remedies, including but not limited to, consequential and incidental damages.

SECTION 12: OWNERSHIP OF ASSETS

Shared User Equipment will remain assets of the Shared User at all times. Any asset now owned by MCSO will remain MCSO's despite the Shared User's financial contribution to their maintenance, renewal, and replacement. Any asset later incorporated into the System, including, without limitation, usage monitoring software and equipment for the additional channel at the West Summerland Key tower, will be owned by MCSO, regardless of cost reimbursement by a Shared User.

SECTION 13: TERM OF AGREEMENT

The initial term of this Agreement begins May 1, 2005 and ends September 30, 2009. The Agreement may be renewed between MCSO and any Shared User for two (4) year terms thereafter with the written approval of a Shared User and MCSO.

SECTION 14: TERMINATION

14.01 Any party to this Agreement can terminate its obligations under the Agreement, with or without cause. Any termination shall be effective only on October 1st of any year and shall be with a minimum of six months written notice. In the event of termination, repayment of financial contributions made by the Shared User to MCSO will be made according to the applicable sections of this Agreement.

14.02 In the event of catastrophic failure of the System, MCSO may terminate this Agreement at any time after consultation with all Shared Users and reasonable advance written notice.

SECTION 15: ANNUAL BUDGET APPROPRIATIONS

Performance and obligations to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the governing body of each Shared User.

SECTION 16: APPLICABLE LAW

The laws of the State of Florida govern this Agreement

SECTION 17: FILING

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

SECTION 18: ENTIRE AGREEMENT

This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between MCSO and Shared Users concerning the System. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, not subsequent alternation, waiver, change or addition to this Agreement shall be binding upon MCSO or Shared Users unless reduced to writing and signed by them.

SECTION 19: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or statutory duties of the Sheriff of Monroe County, the Board of County Commissioners of Monroe County, the Florida Keys Aqueduct Authority, Utility Board of the City of Key West, the City of Key West Department of Transportation., or the City of Key West Utilities Department.

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

Signature pages follow

ACCEPTED BY:
MONROE COUNTY SHERIFF'S OFFICE:

BY: Richard M. Ruth

TITLE: _____

DATE: 12/19/05

APPROVED:
UTILITY BOARD - CITY OF KEY WEST

BY: Phil R. Peden

TITLE: _____

DATE: _____

Monroe County Sheriff's Office

By: Richard D Roth
Sheriff Richard D. Roth

Date: 5/30

City of Key West
Utilities Department

By: E David Fernandez
Authorized representative

Date: 6-9-06