

**INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA ,
AND SUMTER COUNTY, FLORIDA
FOR COUNTY-WIDE COMMUNICATIONS SYSTEM**

THIS INTERLOCAL AGREEMENT is entered into by and between Lake County, Florida, a political subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, Florida 32778, hereinafter referred to as "COUNTY" and Sumter County, Florida, whose address is 7375 Powell Road, Wildwood, Florida 34785, hereinafter referred to as the "AGENCY".

WHEREAS, the County-wide Communications System is designed to provide county-wide radio communications coverage from one uniform system. This will allow participants the capability for complete communications on one device utilizing one technology. This practice will enhance simplicity and continuity of operations in the field utilizing uniform equipment and communication protocols; and

WHEREAS, The Villages Center Community Development District, hereinafter the "Villages," entered into an Interlocal Agreement with the COUNTY to use the County-wide Communications System as its primary radio communications for areas served by the Villages. The Villages shall be included in the term "Lake County dispatched user units" for the purposes of this Agreement; and

WHEREAS, The Villages, Town of Lady Lake, and the COUNTY entered into an Agreement for providing Fire Services in the incorporated area and unincorporated portions of The Villages; and

WHEREAS, The Villages also provides fire services in Sumter County; and

WHEREAS, AGENCY and Lake County have entered into a Mutual Aid agreement for Fire Suppression and Rescue Services; and

WHEREAS, AGENCY has entered into an agreement with a private provider for the provision of emergency medical/transport services to the residents of Sumter County; and

WHEREAS, the AGENCY, COUNTY, The Villages, Town of Lady Lake, and other County-wide Communications System users may from time to time respond to the same incident requiring common communications methods; and

WHEREAS, the AGENCY has purchased radios, or caused its private vendor to purchase radios, that are compatible with the County-wide Communications System; and

WHEREAS, the parties now desire to enter into this Agreement to set forth the terms and conditions for accessing the County-wide Communications System.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the agencies of the subscribed jurisdictions agree as follows:

Section 1. Purpose and Intent of Agreement. The COUNTY agrees to allow the AGENCY, or its private vendor, to share the COUNTY'S communications system. The sharing of this system will enhance the two-way communication capabilities of all participating agencies and will provide an efficient way of accomplishing interoperability, inter-agency communications, and County-wide emergency dispatching and response. This agreement is made and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

Section 2. Primary System. By agreeing to share the COUNTY'S communications system, AGENCY and its private vendor agree that the COUNTY'S communications system will be the primary system for communications, response, and dispatch purposes when both Lake County dispatched user units and AGENCY or its private vendor are jointly responding within Sumter County for emergency services and/or mutual aid. The AGENCY and its private vendor shall not use the COUNTY'S communication system as their primary system otherwise. The COUNTY'S communications system "Talk Groups" allowed for use by the AGENCY and its private vendor for single agency communications are set forth in **Exhibit A**, attached hereto and incorporated herein by reference. This system gives the AGENCY and its private vendor the capability of inter-agency communications.

Section 3. Distribution of Communications Equipment. The AGENCY shall provide, or require its private vendor to supply, at no cost or expense to the COUNTY, the end user communications equipment necessary for the AGENCY and/or its private vendor to operate on the system, as set forth and incorporated herein by reference as **Exhibit B**. All communications equipment furnished by the AGENCY and/or its private vendor shall remain the property and responsibility of the AGENCY. AGENCY and/or its private vendor shall additionally return to the COUNTY all COUNTY provided equipment, if any, or equivalent replacements paid for by

AGENCY, in the event of damage or destruction, upon termination of this Agreement in its entirety, in accordance with Section 9 herein.

Section 4. Compatibility of Communications Equipment. AGENCY and/or its private vendor may purchase additional equipment, upgrades, and accessories from Motorola for use on the system; provided, however, that all equipment shall be approved prior to being purchased by the COUNTY'S Public Safety Department, Communications Division, to ensure compatibility with the system and the developed operational performance templates. The cost of such equipment shall be the responsibility of the AGENCY and/or its private vendor. All such additionally purchased equipment, upgrades and accessories shall remain the property of the AGENCY and/or its private vendor.

Section 5. System Usage and Operating Costs; Maintenance of Communications Equipment.

(a) AGENCY shall pay to the COUNTY the amount of \$33,858.88 for the ability to utilize the COUNTY'S communications system pursuant to this Agreement. AGENCY shall make payments to the COUNTY pursuant to the terms contained in **Exhibit C**, attached hereto and incorporated herein by reference.

(b) All equipment purchased by AGENCY and/or its private vendor to be used under this Agreement shall be coordinated through the COUNTY'S Department of Public Safety, Communications Division as it pertains to the COUNTY's communications system. All programming will be the sole responsibility of COUNTY and AGENCY shall reimburse the COUNTY for any costs associated therewith. Motorola shall be the sole provider of service, maintenance, and repair of all equipment to be used under this Agreement on the COUNTY'S communication system. AGENCY'S and/or private vendor's equipment shall be required to have a warranty from, and preventative maintenance performed by, Motorola at a minimum of once per year to ensure proper performance and system integrity.

(c) The COUNTY'S Public Safety Department, Communications Division shall coordinate the maintenance of any of AGENCY'S equipment and shall utilize a charge-back system, at cost, to be consistent with that in effect at the time of execution of this Agreement as identified in **Exhibit C**. AGENCY shall pay all costs associated with any services provided to AGENCY or its private vendor by the COUNTY within thirty (30) days for receipt of any

invoice. Failure to pay such costs may result in the immediate termination of this Interlocal Agreement by the COUNTY.

Section 7. Liabilities and Responsibilities of Parties.

(a) The parties hereto, their respective officers and employees, shall not be deemed to assume any liability for the acts, omissions, and negligence of any of the other parties. It is understood that both parties are accorded sovereign immunity pursuant to Section 768.28, FS. Nothing in this agreement shall be taken as a waiver of sovereign immunity by either party.

(b) All privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers or employees of any of the parties hereto when performing their respective functions within the territorial limits of their respective agencies shall apply to the same degree and extent to the performance of such functions and duties extra-territorially pursuant to this Agreement.

(c) Except as herein otherwise provided, all liability for injury to personnel, and for loss or damage of equipment shall be borne by the party employing such personnel and having custody of such equipment, and all parties shall carry sufficient insurance to cover all such liability.

Section 8. Termination of Agreement.

(a) Unless expressly stated elsewhere herein, either party may terminate this Agreement as to said terminating party by giving at least sixty (60) days written notice to all other parties. All radio equipment issued by the COUNTY or purchased to replace lost/damaged equipment issued by the COUNTY shall be returned in serviceable condition to the COUNTY within thirty (30) days of the date of termination as indicated in the sixty (60) day notice. Removal and delivery of the equipment will be borne by the AGENCY it was issued to. All equipment purchased by the AGENCY and/or its private vendor shall remain the property of the AGENCY and/or its private vendor, however, use of the said equipment on the COUNTY'S communication system will cease and shall be prohibited.

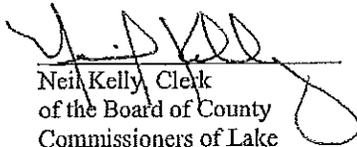
(b) This Agreement shall automatically terminate upon the termination of the Interlocal agreement with the Villages for use of the Countywide Communications System.

Section 9. Effect. Nothing in this Agreement is intended or is construed as any transfer or contracting away of the powers or functions of one party to the other.

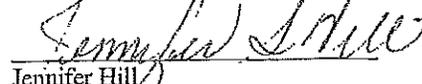
Section 10. Term. This Agreement shall take effect on September 28, 2011 and shall remain in effect until September 30, 2012. This Agreement shall automatically renew unless one of the parties have provided notice of termination.

IN WITNESS WHEREOF, the lawful representative of the parties hereto have executed and affixed their official seals to this Agreement for the purposes herein expressed on the date and year first above written.

ATTEST:

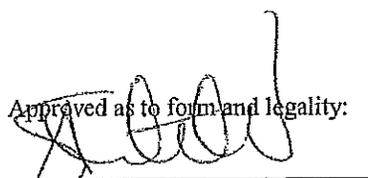

Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida

LAKE COUNTY, through its BOARD OF
COUNTY COMMISSIONERS


Jennifer Hill
Chairman

This 10 day of Oct, 2011

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

Interlocal Agreement Between Lake County, and Sumter County for County-wide Communications Services.



WITNESSETH:

Connie Webb
Deputy Clerk
of the Board of County
Commissioners of Sumter
County, Florida

SUMTER COUNTY, through its BOARD OF
COUNTY COMMISSIONERS

Don Burgess
Chairman

This 27 day of Sept, 2011

Approved as to form and legality:

George Angeliadis
County Attorney - George Angeliadis

Exhibit "A" Talk group Plan

<u>Designator</u>	<u>User</u>	<u># of Talkgroups</u>
Papa 1P-8P, 15P	Public Safety, Lake LZ	9
India 1I-10I	Interoperability & EOC	10
Quebec 5Q-8Q	Lake EMS - HOSPITALS	4
Victor 1V-2V	The Villages Special Events	2
800 Mutual Aids	Required by FCC – Repeat and Direct	11
700 Mutual Aids	Required by FCC – Repeat and Direct	16

***Note: Emergency activation (Man-down) will not be provided and/or monitored**

Sumter EMS Template
 Zone and Channel Assignment
 Lake County P25 System

<u>Zone 1 PS Tacs</u>	<u>Zone 2 Hospitals</u>	<u>Zone 3 Interagency</u>	<u>Zone 4 Villages</u>	<u>Zone 5 800 MA</u>	<u>Zone 6 700 MA</u>
LAKE 1P PS1	5Q-MED12 FHW	LAKE 1I IA1	LAKE 1V VL1	MA1 8CAL90	MA71 7CAL50
LAKE 2P PS2	6Q-MED22 LRM	LAKE 2I IA2	LAKE 2V VL2	MA2 8TAC91	MA72 7CAL70
LAKE 3P PS3	7Q-MED52 VRH	LAKE 3I IA3		MA3 8TAC92	MA73 7TAC55
LAKE 4P PS4	8Q-MED62 SLH	LAKE 4I IA4		MA4 8TAC93	MA74 7TAC56
LAKE 5P PS5	15Q-LAKE LZ	LAKE 5I IA5		MA5 8TAC94	MA75 7TAC57
LAKE 6P PS6		LAKE 6I IA6		MA6 MA-FLA	MA76 7TAC75
LAKE 7P PS7		LAKE 7I IA7		MA7 8TAC91D	MA77 7TAC76
LAKE 8P PS8		LAKE 8I IA8		MA8 8TAC92D	MA78 7TAC77
LAKE LZ		LAKE 9I IA9		MA9 8TAC93D	MA71 7CAL50D
		LAKE10I IA10		MA10 8TAC94D	MA72 7CAL70D
				MA11 MA-FLAD	MA73 7TAC55D
					MA74 7TAC56D
					MA75 7TAC57D
					MA76 7TAC75D
					MA77 7TAC76D
					MA78 7TAC77D

Exhibit B: End User Equipment

AGENCY	MOBILES	PORTABLES	CONTROL STATIONS	PSAP CONSOLLETTE
Rural/Metro Ambulance	15	13	0	1

Exhibit C

Costs for County Subscriber Maintenance

The following monthly charges should be used when budgeting per radio for the annual maintenance of all radios used on the system. Invoices for radio maintenance will be sent out annually and paid annually in October based on inventories provided and verified by the agencies. First annual billing date will be prorated upon agreement execution and billed annually thereafter for COUNTY Fiscal Year starting October 1.

Annual Recurring

<u>Radio</u>	<u>Monthly</u>	<u>Annual</u>
System Usage Cost (29 radios)	\$1,539.20	\$18,470.37
Operating Cost (29 Radios)	\$1,282.38	\$15,388.51
Total Annual Usage and Operating		<u>\$33,858.88</u>

Non-recurring

<u>Other Services</u>	<u>Each</u>
Radio Installations	\$75.00
Radio De-installation	\$50.00
Programming	\$50.00
Miscellaneous Radio Repair Work	\$30.00/hr/technician Bench Charge + parts