

**INTERLOCAL AGREEMENT  
800 MHz COMMUNICATION SYSTEM**

This Interlocal Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Panama City, a municipal corporation of the State of Florida (“Panama City”) and the Bay County Board of County Commissioners, a political subdivision of the State of Florida (“Bay County”).

WITNESSETH

WHEREAS, Chapter 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969”, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities; and,

WHEREAS, on November 30, 1999, Bay County and Panama City entered into an Interlocal Agreement to establish the terms and conditions governing the shared use of a SMARTNET 800 MHz Radio Communications System; and

WHEREAS, on August 2, 2016, Bay County entered into a contract with Williams Communications to provide Bay County a new turnkey P25 compliant 800 MHz radio system capable of meeting current and future communication needs; and

WHEREAS, now Panama City and Bay County wish to enter into a new Interlocal Agreement to establish the terms and conditions governing the shared use of the upgraded 800 MHz Radio Communications System; and,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Original Parties agree as follows:

1. DEFINITIONS:

Additional Parties – Any agency or government which becomes a party to this Interlocal Agreement after the execution of this Interlocal Agreement.

Fleets – Individual Radio Units, which are combined into groups within the Radio System.

IGRC Steering Committee – A committee created by the execution of this Interlocal Agreement for the purpose of advising the County Manager concerning the management and administration of the Radio System. The members of the IGRC Steering Committee shall be the

Bay County Manager, or his designee, the Panama City Manager, or his designee and the Sheriff, or his designee.

IGRC Technical Advisory Committee – A committee created by the execution of this Interlocal Agreement for the purpose of advising the IGRC Steering Committee on future upgrades and expansions. Each User Agency shall appoint one member to the IGRC Technical Advisory Committee.

Original Parties – Panama City and Bay County.

Radio System – That equipment defined as Radio Units and Shared Equipment combined to create the fully operational 800 MHz Radio Communications System.

Radio Units – All handheld or portable mobile radio units, mobile data units or other pieces of electronic radio equipment, other than Shared Equipment, utilized by an individual person or agencies to access the Radio System for the purpose of transmitting or receiving voice or data communications.

Shared Equipment – All assembled electronic radio equipment required to create the Radio System platform for the purpose of receiving and re-transmitting voice or data communications to and from the Radio System users. Shared Equipment may also be customarily referred to as the “Infrastructure”.

Shared Frequencies – Those 800 MHz frequencies licensed to Original Parties and provided for use to all User Agencies to this Interlocal Agreement.

Subfleets – Radio Units combined into groups by individual User Agencies within a User Agency’s Fleets.

User Agency or User Agencies – All agencies or governments which are or become a party to this Interlocal Agreement.

## 2. PURPOSE.

A. The purpose of this Interlocal Agreement is to establish the terms and conditions governing the use and cost of the Shared Equipment purchased by Bay County, and to establish guidelines governing the shared use by User Agencies of the Shared Equipment and the Shared Frequencies.

B. Through this Interlocal Agreement, User Agencies agree to share the use of certain equipment purchased as part of the new 800 MHz Communications System, under the terms and conditions as described below. In addition, Panama City and Bay County agree to allow all User Agencies to utilize all licensed 800 MHz radio communications frequencies, under the terms and conditions as described below.

3. SCOPE OF AGREEMENT.

A. The terms and conditions of this Interlocal Agreement incorporate all the rights, responsibilities, and obligations of the User Agencies to each other. The remedies provided herein are exclusive. All User Agencies waive all other remedies, including but not limited to consequential and incidental damages. Bay County agrees to use its best efforts to provide the User Agencies with full and unrestricted use of the Shared Equipment.

B. No User Agency shall be liable to any other User Agency for any third party claim, which may arise out of the operation or use of the Radio System, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The Radio System is designed to assist qualified police, fire, other emergency service professionals and government service employees. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals or employees. All User Agencies acknowledge that the responsibility for providing police, fire, emergency services or other government related services rests with the respective User Agency which is providing such service and not with any other party to this Interlocal Agreement.

4. RADIO SYSTEM COSTS.

A. Although the Radio System has many components, the only equipment included under the operating cost sharing terms of this Interlocal Agreement shall be that equipment which Bay County has purchased and financed that is shared by the User Agencies.

B. The User Agencies agree to share the ongoing operations, maintenance and administrative costs of the Shared Equipment including, but not limited to, operating supplies, electrical costs, and such other costs as are reasonably necessary to operate the Radio System, including any required insurance on the Shared Equipment, according to the cost sharing provisions of Subsection "C" below.

C. Through this Interlocal Agreement, all User Agencies shall share the cost of the Shared Equipment based on the ratio of the total number of Radio Units they individually have in the system, compared to the total number of Radio Units in the Radio System. The ratio shall be reviewed annually beginning 12 months after acceptance of the Radio System and the Shared Costs

shall be recalculated taking into account the total number of Radio Units (including any new User Agencies) in use of the Radio system as of the date of the review.

5. SYSTEM CAPACITY

Panama City initially has a total number of 502 Radio Units in the Radio System.

6. RADIO UNIT/CONSOLE COST

Panama City shall pay to Bay County the sum of Two Hundred and One Thousand Four Hundred and Ten Dollars (\$201,410) for the cost of its Radio Units and for the cost of Five (5) Consoles.

7. SHARED EQUIPMENT/INFRASTRUCTURE COST

Panama City shall pay to Bay County the City's pro rata share of the cost of the Shared Equipment based on the ratio of the total number of the City's Radio Units compared to the total number of Radio Units in the Radio System, multiplied by the total Shared Equipment cost. The total Shared Equipment cost for the Radio System is Nine Million Three Hundred and Eighty Four Thousand Five Hundred and Sixty Nine Dollars and Seventy Cents (\$9,384,569.70). Panama City's share of the Infrastructure Cost is One Million Seven Hundred and Three Thousand and Two Hundred and One Dollars (\$1,703,201.00).

8. FINANCING.

As an alternative to making a lump sum payment to Bay County for the Radio Units, Consoles and Shared Equipment/Infrastructure cost, Panama City may finance its payment and contribute annually to the debt service on Bay County's loan for the new 800 MHz Communications System. Panama City's financial contribution to the loan debt shall be prorated based upon the cost sharing provisions of Section 4C. In the event Panama City decides to finance the payments referred to in Sections 6 & 7, Bay County shall invoice Panama City its prorated share of the financing cost quarterly. Panama City agrees to pay the quarterly invoices within forty-five (45) days. In the event that Panama City chooses to make a onetime lump sum payment, the payment shall be due no later than forty-five (45) days after invoice. Panama City's cost calculation is described on **Exhibit A**.

9. ANNUAL SUBSCRIBER MAINTENACE COST

All User Agencies who utilize the Radio System maintenance contract shall pay an annual subscriber maintenance cost according to the cost sharing provisions of Section 4C. There will be no annual maintenance cost for the first year following system acceptance. Bay County shall invoice each User Agency its prorated share of the annual subscriber maintenance cost quarterly. Each User Agency shall pay the quarterly invoices within forty-five (45) days after invoice. In the alternative, User Agencies may enter into separate maintenance contracts for their Radio Units.

10. ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE COST.

All User Agencies agree to share, based upon the cost sharing formula in Section 4C, an annual maintenance fee necessary to keep the Shared Equipment functioning properly, or to enhance the Shared Equipment for the benefit of all User Agencies as determined by the IGRC Steering Committee. There will be no annual Shared Equipment/Infrastructure maintenance cost for the first year following system acceptance. Bay County shall invoice each User Agency its prorated share of the annual Shared Equipment/Infrastructure maintenance cost quarterly. Each User Agency shall pay the quarterly invoices within forty-five (45) days after invoice.

11. SYSTEM PROGRAMMING

Bay County will prioritize the programming of radios for public safety users during the cutover to the upgraded 800 MHz Radio Communications System. Bay County will use its best efforts to program Panama City's P25 compliant radios within 90 days of execution of this Interlocal. Bay County will not invoice Panama City for any costs under this Interlocal until all of its P25 compliant radios are programmed and cutover into the new system.

12. TERMINATION OF THE AGREEMENT.

A. The term of this Interlocal Agreement shall be perpetual unless earlier terminated by any party as provided herein.

B. There shall be no refund of any payments under this agreement of the costs of the Shared Equipment/Infrastructure should a User Agency decide to cease using the Shared Equipment.

C. If this Interlocal Agreement is terminated by any User Agency, the remaining User Agencies may remove all equipment purchased or added by the terminating User Agency for attachment or addition to the Radio System. If such equipment is removed, all removal expenses shall be the responsibility of the terminating User Agency. Alternatively, the terminating User Agency may sell such equipment to any other User Agency.

D. If any User Agency sells its solely owned 800 MHz radio communications equipment to an agency that is not a party to this Interlocal Agreement, that agency shall not become a party by virtue of the purchase of the equipment.

E. No party shall remove or disconnect any equipment from the Radio System that would result or cause the Radio System to malfunction or disrupt service to the Radio System users.

F. If Panama City decides to discontinue use of the Shared Frequencies, then Panama City shall notify Bay County of such intention, at least two (2) years in advance.

G. Any Original Party that fails to comply with the terms of this Interlocal Agreement (“Defaulting Original Party”) shall be provided with written notice of such failure from the other Original Party and an opportunity to reasonably comply with the provisions of this Interlocal Agreement. If the Defaulting Original Party continues to fail to comply after receiving such written notice, the non-defaulting Original party may terminate the agreement with the Defaulting Original party and the Defaulting Original party shall pay to the non-defaulting Original party the depreciated value of the Shared Equipment that was paid by the non-defaulting Original Party.

H. Any User Agency that fails to comply with the terms of this Interlocal Agreement shall be provided with written notice of such failure from Bay County and an opportunity to reasonably comply with the provisions of this Interlocal Agreement. If such User Agency continues to fail to comply after receiving such written notice, Bay County may terminate the agreement with such User Agency and the User Agency’s rights to use the Radio System.

### 13. MANAGEMENT OF THE AGREEMENT.

A. All User Agencies agree that the day-to-day management of the Shared Equipment and the Shared Frequencies shall be the primary responsibility of the County Manager or his designee. All matters affecting the management or administration thereof shall be referred to the Bay County Manager, or his designee, who is hereby authorized to make all daily management decisions affecting the Radio System.

B. The IGRC Steering Committee shall develop and maintain written policies and procedures governing the ongoing use of the Radio System, which shall provide for a fair and efficient use of the Shared Equipment and Shared Frequencies. The County Manager, or his designee, shall adhere to the policies and procedures established by the IGRC Steering Committee in the day-to-day management and administration of the Radio System. User Agencies agree to reasonably comply with such written policies and procedures, and failure to reasonably comply

may be grounds for termination. The IGRC Steering Committee shall control the access priority level of all individual User Agency Fleets and Subfleets based upon public safety need.

C. The IGRC Technical Advisory Committee shall review and recommend future Radio System upgrades and expansions to the IGRC Steering Committee.

D. In the event of a disaster, additional Radio Units may be added to the Radio System to support the emergency operations of agencies providing mutual aid and assistance. The Steering Committee may reassign Fleets and Subfleets as necessary on a temporary basis.

14. NO THIRD PARTY BENEFICIARY.

Nothing under this Interlocal Agreement shall be construed to give any rights or benefits in this Interlocal Agreement to anyone other than the User Agencies and all duties and responsibilities undertaken pursuant to the Interlocal Agreement shall be for the sole and exclusive benefit of the User Agencies and not for the benefit of any third party.

15. ADDITIONAL PARTIES.

Should any other municipality or agency desire to become an Additional Party to this Interlocal Agreement, and share in the use and ongoing costs of the Shared Equipment and Shared Frequencies, the Additional Party must agree be bound by all terms and conditions of this Interlocal Agreement. Any Additional Party shall sign an agreement substantially in the form of **Exhibit B** and shall pay for its Radio Units and its prorated portion of the Radio System's Shared Equipment/Infrastructure cost as described in Paragraph 4C.

The Original parties are obligated to accept any Additional Party provided the (i) IGRC Steering Committee has approved the Additional party, (ii) the Additional Party is an agency of government within the Territory of Bay County and (iii) the Additional Party executes an agreement in substantially the same form as **Exhibit B**.

16. RADIO SYSTEM UPGRADES.

If any User Agency or Additional Party initiates a Radio System upgrade to its sole benefit, then said party shall be responsible for all upgrade costs. For any future upgrade that benefits all Radio System users, said upgrade costs will be equally apportioned among the User Agencies in accord with Section 4C of this Interlocal Agreement.

17. MUTUAL COOPERATION.

The User Agencies agree to act in a spirit of mutual cooperation and good faith in the implementation and operation of this Interlocal Agreement.

18. NOTICE.

All notices required to be given under this Interlocal Agreement shall be deemed sufficient to each party when delivered by registered or certified mail to:

Bay County Board of County Commissioners  
c/o County Manager  
850 W 11<sup>th</sup> Street  
Panama City, FL 32401

The City of Panama City  
c/o City Manager  
501 Harrison Avenue  
Panama City, FL 32401

19. GENERAL TERMS AND CONDITIONS.

A. This Interlocal Agreement represents the entire understanding between the Original Parties, and supersedes all other negotiations, representations, of agreement, either written or oral, relating to the subject matter of this Interlocal Agreement. This Interlocal Agreement shall not be changed, altered, amended or modified except by written instrument signed by the duly authorized representatives of all Original Parties.

B. No User Agency shall be responsible for delays or lack of performance, interruptions in service, or other obligations from acts beyond the control of the User Agency or User Agencies. Such acts shall include but not be limited to acts of God, fire, strikes, material shortages, compliance with State or Federal laws of regulations, riots, acts of war, or any other conditions beyond the reasonable control of the User Agency of User Agencies.

C. In the event that any portion of this Interlocal Agreement shall be held invalid for any reason, such invalidity shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

D. This Interlocal Agreement may not be assigned by any User Agencies hereto, without the express prior written approval of the Original Parties, signed by the duly authorized representative of each Original Party.



E. The headings given to the sections herein are inserted only for convenience and are in no way to be construed as part of this Interlocal Agreement or as a limitation of the scope of the particular section to which the heading refers.

F. This Interlocal Agreement shall be governed by the laws of the State of Florida.

G. Venue to enforce this Agreement shall be in Bay County, Florida.

IN WITNESS WHEREOF, the Original Parties hereto have executed this agreement and it is effective on the date first above written.

**BOARD OF COUNTY COMMISSIONERS  
OF BAY COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
**Bill Kinsaul, Clerk**

\_\_\_\_\_  
**Robert Carroll, Chairman**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**County Attorney's Office**

**ATTEST:**

\_\_\_\_\_  
**Panama City Clerk**

**CITY OF PANAMA CITY:**

\_\_\_\_\_  
**Greg Brudnicki, Mayor**

**CONCURRENCE:**

\_\_\_\_\_  
**Tommy Ford, Sheriff**



## 800 MHz Radio System Annual Cost Calculations

Assumptions	Semi-annual
Years Financed	7
Interest Rate	3.02%

### Panama City

New P-25 Radios (includes consoles)	5
Existing P-25 Radios	497
<b>Total Radios Panama City</b>	<b>502</b>

Total System Radios (all agencies)	2,766
Portion of System % Panama City (based on radios)	18.15%

Infrastructure Cost to Agency	\$	1,703,201
Existing Radio Cost	\$	-
Console Cost	\$	201,410
New Radio Cost	\$	-
<b>Panama City System Cost</b>	<b>\$</b>	<b>1,904,611</b>

### ANNUAL COST FOR AGENCY

Annual Debt Service for Infrastructure	\$	314,174.60
Annual Debt Service for Radios (New Radios/Consoles)	\$	35,333.21
Annual Infrastructure Maintenance Cost (Maintenance Contract)*	\$	-
Annual Subscriber Maintenance Cost*	\$	-
Annual Operation and Maintenance Radio Charge (\$120 per year per radio)	\$	60,240.00
<b>Total All-in Annual Cost</b>	<b>\$</b>	<b>409,747.82</b>

One-time existing P-25 programming	\$	-
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\*First year is at \$0 cost. Thereafter annually:

Annual Infrastructure Maintenance Cost (Maintenance Contract)	\$	62,976.86
Annual Subscriber Maintenance Cost	\$	12,704.27

**EXHIBIT B**

**ADDITIONAL PARTY AGREEMENT  
INTERLOCAL AGREEMENT 800 MHz COMMUNICATIONS SYSTEM**

**WITNESSETH**

This Interlocal Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Panama City, a municipal corporation of the State of Florida, (“Panama City”), the Bay County Board of County Commissioners, a political subdivision of the State of Florida (“Bay County”), and \_\_\_\_\_, a municipal corporation of the State of Florida (“\_\_\_\_\_”).

**WHEREAS**, Chapter 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969”, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and,

**WHEREAS**, Panama City, Bay County, and \_\_\_\_\_ wish to enter into an Interlocal Agreement whereby they may establish the terms and conditions governing the shared use of the upgraded 800 MHz Radio Communications System;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations herein, Panama City, Bay County and \_\_\_\_\_ agree as follows:

1. SCOPE OF AGREEMENT

Panama City, Bay County and \_\_\_\_\_ agree to be bound by the terms and conditions of the 800 MHz Communications System Interlocal Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2021, between Panama City and Bay County (the “Original Agreement”). \_\_\_\_\_ shall be bound to the Original Agreement as a User Agency and an Additional Party.

2. SYSTEM CAPACITY

\_\_\_\_\_ initially has a total number of \_\_\_\_\_ Radio Units in the Radio System.

3. RADIO UNIT COST

\_\_\_\_\_ shall pay to Bay County \_\_\_\_\_ for the cost of its Radio Units.

4. SHARED EQUIPMENT/INFRASTRUCTURE COST

\_\_\_\_\_ shall pay to Bay County its share of the cost of the Shared Equipment based on the ratio of the total number of the Radio Units that it has in the system, compared to the total number of Radio Units in the Radio System, multiplied by the total Shared Equipment/Infrastructure cost. The total Shared Equipment cost for the Radio System is Nine Million Three Hundred and Eighty Four Thousand Five Hundred and Sixty Nine Dollars and Seventy Cents (\$9,384,569.70). \_\_\_\_\_ prorated share of the Shared Equipment/Infrastructure cost is \_\_\_\_\_.

5. FINANCING.

As an alternative to making a lump sum payment to Bay County for the Radio Units, and Shared Equipment/Infrastructure cost, \_\_\_\_\_ may finance its payment and contribute annually to the debt service on Bay County's loan for the new 800 MHz Communications System. \_\_\_\_\_'s financial contribution to the loan debt shall be prorated based upon the cost sharing provisions of Section 4C of the Original Agreement. In the event \_\_\_\_\_ decides to finance the payments referred to in Sections 3 & 4, Bay County shall invoice \_\_\_\_\_ its prorated share of the financing cost quarterly. \_\_\_\_\_ agrees to pay the quarterly invoices within forty-five (45) days. In the event that \_\_\_\_\_ chooses to make a onetime lump sum payment, the payment shall be due no later than forty-five (45) days after invoice. \_\_\_\_\_'s cost calculation is described on **Exhibit A**.

6. ANNUAL SUBSCRIBER MAINTENANCE COST

All User Agencies who utilize the Radio System maintenance contract shall pay an annual subscriber maintenance cost according to the cost sharing provisions of Section 4C of the Original Agreement. There will be no annual maintenance cost for the first year following system acceptance. Bay County shall invoice each User Agency its prorated share of the annual subscriber maintenance cost quarterly. Each User Agency shall pay the quarterly invoices within forty-five (45) days after invoice. In the alternative, User Agencies may enter into separate maintenance contracts for their Radio Units.

7. ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE COST.

All User Agencies agree to share, based upon the cost sharing formula in Section 4C of the Original Agreement, an annual maintenance fee necessary to keep the Shared Equipment functioning properly, or to enhance the Shared Equipment for the benefit of all User Agencies as determined by the IGRC Steering Committee. There will be no annual Shared Equipment/Infrastructure maintenance cost for the first year following system acceptance. Bay County shall invoice each User Agency its prorated share of the annual Shared Equipment/Infrastructure maintenance cost quarterly. Each User Agency shall pay the quarterly invoices within forty-five (45) days after invoice.

8. NOTICES

All notices required to be given under this Interlocal Agreement shall be deemed sufficient to each party when delivered by registered or certified mail to:

Bay County Board of County Commissioners  
c/o County Manager  
840 W 11<sup>th</sup> Street  
Panama City, FL 32401

The City of Panama City  
c/o City Manager  
501 Harrison Avenue  
Panama City, FL 32401

The City of \_\_\_\_\_  
c/o City Manager

**IN WITNESS WHEREOF**, Panama City, Bay County and \_\_\_\_\_ hereto have executed this agreement and it is effective on the date first above written.

**BAY COUNTY BOARD OF COUNTY  
COMMISSIONERS**

**ATTEST**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

By:  
**Bill Kinsaul, Clerk**

**CITY OF PANAMA CITY**

**By:** \_\_\_\_\_  
\_\_\_\_\_, **Chairman**

**ATTEST**

**By:** \_\_\_\_\_, **City Clerk**

**CITY OF \_\_\_\_\_**

**By:** \_\_\_\_\_  
\_\_\_\_\_, **Chairman**

**ATTEST**

**By:** \_\_\_\_\_, **City Clerk**