

RESOLUTION NO. 2013 - 208

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY, THE CITY OF ST. AUGUSTINE AND THE CITY OF ST. AUGUSTINE BEACH TO PROVIDE PUBLIC SAFETY TRUNKING RADIO SERVICES.

RECITALS

WHEREAS, St. Johns County ("County") has developed and implemented a new intergovernmental radio system for the expressed use of local public safety agencies; and

WHEREAS, such public safety agencies have made significant investments in purchasing compatible equipment, which commits them to use of the System for at least the next fifteen (15) years; and

WHEREAS, staff members from the County, along with authorized representatives from the Sheriff's Office, the City of St. Augustine, and the City of St. Augustine Beach were tasked with developing a strategy to assure optimal long-term sustainable use of the System; and

WHEREAS, after reviewing use and governance of similar public safety radio systems across the country, the staff and representatives collectively developed a plan for use and governance of the System; and

WHEREAS, said plan requires that the County, City of St. Augustine and the City of St. Augustine Beach enter into an interlocal agreement, which among other things: (1) defines the responsibilities for equipment purchases, programming and maintenance; (2) creates an informal "Users Group"; (3) provides a process for dispute resolution; (4) and provides for a "System Manager" under the direction of the County Administrator; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed interlocal agreement (attached hereto, an incorporated herein) and finds that entering into such an agreement serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized execute a final interlocal agreement to provide public safety trunking radio services on behalf of the County in substantially the same form and format as the draft attached hereto.

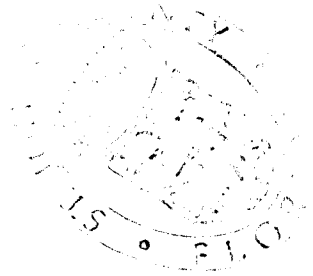
Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. This Resolution shall be effective upon its execution.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17 day of September, 2013.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: [Signature]
John H. Morris, Chair



ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 9/25/13

**INTERLOCAL AGREEMENT BETWEEN
THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS,
THE CITY OF ST. AUGUSTINE, AND
THE CITY OF ST. AUGUSTINE BEACH
FOR PUBLIC SAFETY TRUNKING RADIO SERVICES**

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the St. Johns County Board of County Commissioners, herein referred to as "COUNTY," the City of St. Augustine a Florida municipal corporation, herein referred to as "CSA," and the City of St. Augustine Beach, a Florida municipal corporation herein referred to as "CSAB," each of which are political subdivisions within St. Johns County, organized and existing under the laws of the State of Florida. COUNTY, CSA, and CSAB shall also be referred to herein as PARTIES collectively and PARTY individually.

WITNESSETH:

WHEREAS, COUNTY has purchased and installed an 800 megahertz Trunked Radio System ("SYSTEM") to provide improved public service communications among the PARTIES' various departments, including emergency and non-emergency communications, which SYSTEM can be expanded to accommodate the requirements of additional public service agencies in and around St. Johns County; and

WHEREAS, the PARTIES have determined that the combined use of the SYSTEM for county-wide public service communications will benefit the health, safety and welfare of all St. Johns County residents and businesses through improved intra- and inter-agency interoperability, reduced costs and enhanced performance; and

WHEREAS, the PARTIES desire to enter into this Agreement to provide the terms and conditions necessary to provide for the ongoing operation and administration of the SYSTEM;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the PARTIES agree as follows:

**ARTICLE 1
DEFINITIONS**

Section 1.1. The following words shall have the following meanings unless the context requires otherwise.

“AGREEMENT” shall mean this Interlocal Agreement, and any and all amendments hereto.

“CHANNEL EQUIPMENT” shall mean a radio receiver and transmitter assigned to a specific radio frequency licensed from the FCC which allows two-way communications to occur over that frequency, together with the ancillary equipment needed to interface each receiver and transmitter pair with the base SYSTEM.

“CO-LOCATION or CO-LOCATED” shall mean the placement of third-party equipment on a SYSTEM tower site in exchange for financial or other considerations or the placement of SYSTEM facilities on a third-party’s tower site in exchange for financial or other considerations.

“COUNTY” shall mean the St. Johns County Board of County Commissioners, its successors and assigns.

“CSA” shall mean the City of St. Augustine, its successors and assigns.

“CSAB” shall mean the City of St. Augustine Beach, its successors and assigns.

“FCC” shall mean the Federal Communications Commission or its successor agency.

“FIXED NETWORK RADIO EQUIPMENT” shall refer to all radio equipment required for the PARTIES to obtain SYSTEM services and which is furnished and installed by the COUNTY on behalf of the PARTIES. Such FIXED NETWORK RADIO EQUIPMENT shall enable the SYSTEM to deliver countywide public safety communications. General categories of FIXED NETWORK RADIO EQUIPMENT include, but are not limited to: radio repeaters, antennas, frequency combiners, cabling, consoles and controllers; telecommunications transport systems and TOWER SITES.

“FLEET MAP” shall mean the assignment of SUBSCRIBER UNITS to TALK GROUPS, assignment of SUBSCRIBER UNIT priorities and assignment of SUBSCRIBER UNIT functional features within the software and databases of the SYSTEM.

“INDIVIDUAL USER” shall mean an individual who operates one or more SUBSCRIBER UNITS.

“INITIAL SUBSCRIBER UNITS” shall mean those radio transceivers purchased together with the SYSTEM by COUNTY for subsequent distribution to CSA CSAB and SHERIFF.

“MUTUALLY APPROVED” shall mean that the COUNTY Administrator or his/her designee, the City Manager of CSA or his/her designee, and the City Manager of CSAB or his/her designee, and the SHERIFF have approved in writing decisions of the

SYSTEM design, access and administration that do not amend the terms and conditions of SYSTEM governance contained in this AGREEMENT.

“PARTICIPATING ENTITY” shall mean any PARTY to this AGREEMENT, SHERIFF, or other additional public agency authorized by the SYSTEM MANAGER to participate in the SYSTEM through a written arrangement with COUNTY to access the SYSTEM. Only agencies meeting FCC requirements for access to public safety radio frequencies shall be granted access to the SYSTEM.

“PERFORMANCE REQUIREMENTS” shall mean those standards of signal strength, moving vehicle and building penetration and voice recognition quality, as designated for specific geographic areas and buildings as set forth in Section 3 of the Scope of Work appended to St. Johns County RFP 11-84, Towers and Radio System, dated August 17, 2011.

“SHERIFF” shall mean the St. Johns County Sheriff’s Office.

“SUBSCRIBER UNIT(S)” shall mean an individual radio transceiver unit capable of voice communication on the SYSTEM. These may be analog or digital and shall include mobile radios, portable radios desktop radios, and radio modems.

“SYSTEM” shall mean the entirety of the 800MHz Trunked Radio System, to include FIXED NETWORK RADIO EQUIPMENT, the TELECOMMUNICATIONS TRANSPORT SYSTEMS and TOWER SITES. The SYSTEM will employ 15 channels simulcast from eleven sites (11) sites, utilizing 800 megahertz public safety radio frequencies, two (2) simulcast conventional mutual aid channels transmitted from the eleven (11) tower sites, and four (4) aircraft channels transmitted from one (1) tower site. The SYSTEM does not include SUBSCRIBER UNIT equipment.

“SYSTEM MANAGER” shall mean the individual designated by the COUNTY to fulfill the obligations set forth in Article 5.

“SYSTEM” shall mean certification of the demonstrated performance of the physical, electrical and functional specifications of the SYSTEM in conformance with the requirements of Article 12, Exhibit B-9 and Exhibit B-10 of the contract entitled “RFP 11-84 Tower and Radio System” between COUNTY and Motorola Solutions, dated December 20th, 2011.

“SYSTEM OVERSIGHT COMMITTEE” or “SOC” shall mean the group of employees assigned by the chief executive officers of the COUNTY, CSA, CSAB and SHERIFF on a case by case basis as called for pursuant to Article 11 to mediate disputes and provide fact finding assistance to the SYSTEM MANAGER as established under Article 5 of this AGREEMENT.

“TALK GROUP(S)” shall mean a group of SUBSCRIBER UNITS that receive each other’s transmissions. SUBSCRIBER UNITS typically have controls that allow them to

switch from TALK GROUP to TALK GROUP as needed, as allowed by the FLEET MAP and/or as allowed by console operator action.

“TELECOMMUNICATIONS TRANSPORT SYSTEMS” shall mean those elements and components such as, but not limited to, fiber optics, microwave, and leased circuits necessary to interconnect the FIXED NETWORK RADIO EQUIPMENT and support wire line connected SUBSCRIBER UNITS such as operator consoles.

“TOWER SITES” shall mean the owned or leased real estate and structures, including ancillary facilities, at which TELECOMMUNICATIONS TRANSPORT SYSTEMS and FIXED NETWORK RADIO EQUIPMENT shall be installed and maintained by COUNTY to complete and make the SYSTEM operational. This includes: associated site improvements such as clearing, grading, drainage, fencing, paving and landscaping; the structure upon which cabling and antennas will be mounted at the necessary heights; equipment shelters, electric utility service, emergency generation and fuel storage, power conditioning systems, security, lighting, heating, ventilating and air conditioning systems.

“USERS GROUP” shall mean an informal, voluntary meeting held to allow the staff of PARTICIPATING ENTITIES to share their experiences regarding SYSTEM operations and performance, receive training updates, and learn of forthcoming events and projects, such as emergency drills, from the SYSTEM MANAGER.

ARTICLE 2 TERM OF AGREEMENT

Section 2.1. The initial term of this AGREEMENT shall be through January 1, 2031.

Section 2.2. This AGREEMENT shall continue in effect beyond the initial term specified in Section 2.1 unless terminated by any PARTY with at least two years written notice.

Section 2.3. This AGREEMENT may be terminated prior to the term specified in Section 2.1 only for events of default pursuant to Article 7 or sale or reassignment of the SYSTEM by COUNTY to a third party without approval pursuant to Section 2.5.

Section 2.4. Termination of this AGREEMENT in the event of default by any PARTY may occur only after the conditions of dispute resolution set forth in Article 11 are satisfied.

Section 2.5. COUNTY may not sell or assign the ownership of any or all the SYSTEM to another legal entity without prior written agreement by each of the other PARTIES. Such agreement shall not be unreasonably withheld.

Section 2.6. Any sale or assignment of the SYSTEM by COUNTY shall transfer all the SYSTEM obligations incumbent upon COUNTY pursuant to this AGREEMENT to the new owner.

ARTICLE 3 SYSTEM ACCESS

Section 3.1. PARTICIPATING ENTITIES may request COUNTY to purchase SUBSCRIBER UNITS at the COUNTY's contract price and warranty terms on behalf of the PARTICIPATING ENTITY. Payment for the purchase of SUBSCRIBER UNITS will be due to COUNTY within 30 days of receipt by each participating agency of the COUNTY's invoice for said purchase. Extended warranty terms and charges are not identified in this AGREEMENT.

Section 3.2. PARTICIPATING ENTITIES may request COUNTY to maintain the PARTICIPATING ENTITIES' SUBSCRIBER UNITS upon expiration of the manufacturer's warranty period. The maintenance terms and charges shall be as agreed to in writing with the SYSTEM MANAGER and may be adjusted annually by SYSTEM MANAGER upon 45 days written notice to the PARTICIPATING ENTITY, subject to SOC review to assure fairness and consistent treatment of all PARTICIPATING ENTITIES requesting such services.

Section 3.3. SUBSCRIBER UNITS shall only be granted access to the SYSTEM by the SYSTEM MANAGER. Only SUBSCRIBER UNITS to be used with PARTICIPATING ENTITIES will be granted access. All SUBSCRIBER UNITS must be maintained and programmed by the PARTICIPATING ENTITY in accordance with SYSTEM specifications.

Section 3.4. Should the COUNTY'S obligation to serve a geographic portion of St. Johns County change through annexation, consolidation or other organizational modifications, COUNTY is under no obligation to affect the transfer of any previously assigned SUBSCRIBER UNIT except as MUTUALLY APPROVED between the COUNTY and the PARTICIPATING ENTITY whose geographic jurisdiction is affected.

Section 3.5. PARTIES to this agreement shall have no SUBSCRIBER UNIT access fees or activation charges.

Section 3.6. The SYSTEM'S software allows numerous TALK GROUPS to be created. While routine reassignments and regrouping do not require software modification, some FLEET MAP changes will require software modifications. Additional TALK GROUPS or TALK GROUP options will require changes to the initial FLEET MAP. COUNTY will perform changes to the initial FLEET MAP on a negotiated fee basis with the agency requesting the change to the FLEET MAP. SYSTEM MANAGER reserves the right to approve all FLEET MAPS or FLEET MAP changes.

**ARTICLE 4
OWNERSHIP, CONSTRUCTION, OPERATION, MAINTENANCE, AND
ADMINISTRATION**

Section 4.1. COUNTY shall own, operate, maintain and administer all aspects of the SYSTEM in a professional manner to ensure the long-term and reliable provision of the SYSTEM'S coverage and capacity requirements as set forth in PERFORMANCE REQUIREMENTS.

Section 4.2. During the term of the AGREEMENT, COUNTY will act as agent for the SYSTEM and will be responsible for all Federal Communications Commission licensing.

Section 4.3. COUNTY shall provide 24 hour, 7 day per week system monitoring and response and at all times maintain an inventory of spares and retain those services as needed to assure reliable operation of the SYSTEM.

Section 4.4. Ownership of the INITIAL SUBSCRIBER UNITS purchased by the COUNTY on behalf of the CSA, CSAB and SHERIFF as shown in Exhibit A shall be conveyed to CSA, CSB and SHERIFF. Title to all other SUBSCRIBER UNITS and SYSTEM equipment shall remain with COUNTY. Each PARTICIPATING ENTITY shall be solely responsible for the cost to purchase any additional or replacement SUBSCRIBER UNITS and the cost to maintain its own SUBSCRIBER UNITS.

Section 4.5. The COUNTY may choose to make improvements to the SYSTEM subsequent to SYSTEM ACCEPTANCE to improve coverage or to extend coverage to allow agencies from outside St. Johns County to participate in the SYSTEM. These improvements shall be developed under the following conditions:

- a. Any aspect of such improvements shall be constructed pursuant to specifications provided by COUNTY; all improvements shall be inspected and approved by COUNTY.
- b. Ownership, operation, maintenance and administration of the additional facilities shall be pursuant to Section 4.1.
- c. Funding to allow public service agencies from outside St. Johns County to participate in the SYSTEM shall be negotiated and managed by the COUNTY.

Section 4.6. All INDIVIDUAL USERS will be expected to employ professional radio etiquette as defined, monitored and enforced by the SYSTEM MANAGER. Should additional SYSTEM capacity be required to reduce the frequency of unconnected calls, SYSTEM MANAGER will prepare a plan to meet the capacity requirement of the SYSTEM. COUNTY will fund SYSTEM improvements as needed unless otherwise MUTUALLY APPROVED.

ARTICLE 5 SYSTEM MANAGER

Section 5.1. COUNTY will designate a SYSTEM MANAGER, responsible for the daily operations of the SYSTEM.

Section 5.2. The SYSTEM MANAGER will be responsible for:

- a. Developing operational protocols and policies to insure efficient use of SYSTEM resources.
- b. Establishing a USERS GROUP to meet no fewer than four (4) times per year.
- c. Providing administrative support to the USERS GROUP and the SOC whenever convened.
- d. Operating the SYSTEM according to all standard operating procedures and guidelines.
- e. Assuring SYSTEM security from both physical and cyber attack and theft.
- f. The planning and preparation of the SYSTEM's budget for review by PARTICIPATING ENTITIES.
- g. Management of SYSTEM costs.
- h. Enhancement of SYSTEM performance and reliability.
- i. Adaptation and deployment of future technologies.
- j. Striving for Best-In-Class SYSTEM performance and utilization.
- k. Preparation of periodic reports to PARTICIPATING ENTITIES including, but not limited to, SYSTEM performance and usage, service quality and coverage, repair activity and the impact of projected SUBSCRIBER UNIT increases on SYSTEM performance.
- l. Procuring and managing contracts for services needed by the SYSTEM.

Section 5.3. All PARTICIPATING ENTITIES shall be subject to the policies enacted by the SYSTEM MANAGER.

Section 5.4. During declared emergencies, command authority over the SYSTEM will conform to management plans created pursuant to Florida Statutes, Chapter 252, Emergency Management.

ARTICLE 6 SYSTEM REVENUES AND DISPATCH OPERATIONS

Section 6.1. COUNTY will be responsible for any costs incurred to generate revenues from the SYSTEM, including but not limited to, CO-LOCATION and associated telecommunications services and will be entitled to all of the revenues generated from any attribute of the SYSTEM provided that any such activity does not detract from the capacity and reliability of the SYSTEM and does not violate FCC criteria for use of public safety frequencies.

Section 6.2. Nothing in this AGREEMENT shall be construed as governing the disposition of revenues obtained from moving traffic violations for inter-agency communications systems pursuant to Florida Statutes 316.665.

Section 6.3. Nothing in this AGREEMENT shall be construed as governing the provision of combined dispatch services.

**ARTICLE 7
EVENTS OF DEFAULT
AND OPPORTUNITY TO CURE**

Section 7.1. Failure to comply with the terms of this AGREEMENT, SYSTEM operating policies and practices, proper maintenance or programming of all SUBSCRIBER UNITS or to engage in any act or fail to act in a way as would be construed as reasonably prudent to protect the SYSTEM reliability, capacity, or security, shall be construed as an event of default, subject to the conditions of Article 8.

Section 7.2. Failure to make payments as may be MUTUALLY AGREED or agreed to by any PARTICIPATING ENTITY shall be construed as an event of default.

SECTION 7.3. Failure to properly maintain and operate the SYSTEM or fulfill any obligation pursuant to Article 5 shall be construed as an event of default.

Section 7.4. Upon becoming aware, or having been notified of any event or potential event of default, the SYSTEM MANAGER shall notify the defaulting PARTICIPATING ENTITY in writing of the event of default.

Section 7.5. Upon becoming aware, or having been notified of any event or potential event of default, any PARTICIPATING ENTITY may notify the offending PARTICIPATING ENTITY, and the SYSTEM MANAGER in writing of the event of default.

Section 7.6. Upon notification of an event of default, the offending PARTICIPATING ENTITY shall take immediate action to correct any problems affecting SYSTEM performance, shall have seven (7) calendar days to advise the SYSTEM MANAGER of plans and approach toward curing the problem and shall have thirty (30) calendar days to permanently cure the event of default unless otherwise acceptable to the SOC.

Section 7.7 Failure to cure an event of default may result in the offending PARTICIPATING ENTITY being denied use of the SYSTEM.

Section 7.8 Failure to clear through the SYSTEM MANAGER any public dissemination of any information or comment regarding the operation and capabilities of the system prior to such dissemination.

**ARTICLE 8
FORCE MAJEURE**

Section 8.1. If any PARTY to this AGREEMENT should be delayed in or prevented from performing or carrying out any of the covenants or obligations made by and imposed upon said PARTY by this AGREEMENT, by reason of Force Majeure, then in such case or cases, any such PARTY shall be relieved of performance under this AGREEMENT to the extent made necessary by the Force Majeure, and only during its continuance, except for the obligation to pay for services already received under this AGREEMENT, and shall not be liable to the other PARTIES for or on account of any loss, damage, injury or expense resulting from or arising out of such delay or prevention; provided, however, that the PARTY suffering such delay or prevention shall use due or practicable diligence to remove the cause or causes thereof; and provided further, that no PARTY shall be required by the foregoing provisions to settle a strike except when, according to its own best judgment, such a settlement seems advisable. The term Force Majeure shall be any cause not reasonably within the control of the PARTY claiming Force Majeure, not attributable to such PARTY's neglect, including, but not limited to, the following: strikes, stoppages in labor, failures of contractors or suppliers of materials, unavailability of a fuel or resource used in connection with the generation of electricity, riots, fires, floods, ice, invasions, civil wars, commotion insurrections, military or usurped power, order of any court granted in any bona fide adverse legal proceedings or action, order of any civil or military authority, explosion, act of God or the public enemies, breakage or accident to machinery, transmission lines, or facilities, sabotage, or orders or permits, or the absence of the necessary orders or permits, of any kind which have properly been applied for from the government of the United States of America, a State or States of the United States, or any political subdivision thereof.

**ARTICLE 9
INDEMNIFICATION**

Section 9.1. Subject to the provisions of Section 768.28, Florida Statutes, as amended, and to the extent allowed by law, each PARTY hereto shall indemnify and hold the other harmless from and against any and all loss, damage, cost or expense caused by the negligent or wrongful act or omission of any employee of the indemnifying PARTY.

Section 9.2. No PARTY shall be liable to the other PARTIES for any indirect, special, incidental, consequential, or punitive damages.

**ARTICLE 10
MISCELLANEOUS AND SEVERABILITY**

Section 10.1. No waiver at any time by any PARTY hereto of its rights with respect to the other PARTY or with respect to any matter arising in connection with this

AGREEMENT shall be considered a waiver with respect to any subsequent default or matter.

Section 10.2. This AGREEMENT shall be governed by and construed in accordance with Florida Law. Any litigation arising from this AGREEMENT shall be adjudicated in a Court of competent jurisdiction sitting in St. Johns County, Florida. THE PARTIES waive their rights to trial by jury.

Section 10.3. This AGREEMENT constitutes the entire AGREEMENT between the PARTIES relating to the subject matter hereof and supersedes any other AGREEMENTS, written or oral, between the PARTIES concerning such subject matter.

Section 10.4. Should any provision of this AGREEMENT for any reason be declared invalid or unenforceable by a final, non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions of the AGREEMENT, and such portions shall remain in force and effect as if this AGREEMENT had been executed without the invalid portion. In the event any provision of this AGREEMENT is declared invalid, the PARTIES shall promptly renegotiate the invalid or unenforceable provision to restore this AGREEMENT as near as possible to its original intent and effect.

Section 10.5. No modification of the terms and provisions of this AGREEMENT shall be or become effective except by written amendment executed by the PARTIES.

ARTICLE 11 SYSTEM OVERSIGHT COMMITTEE

Section 11.1. Any PARTICIPATING ENTITY may call for the SYSTEM OVERSIGHT COMMITTEE ("SOC") to be convened for one of the following two reasons:

- a. Should a dispute or disagreement arise as to the interpretation of any of the terms or conditions of this AGREEMENT, or any PARTICIPATING ENTITY's performance default thereunder, the aggrieved ENTITY or the SYSTEM MANAGER, as a condition precedent to any remedy under the terms of this AGREEMENT or general law, shall notify the ENTITY causing the grievance as well as the SYSTEM MANAGER in writing describing the dispute and proposed resolution with specificity. The affected ENTITIES and SYSTEM MANAGER shall then meet at an agreed place and time, no more than ten working days (10) days after the delivery of notice of the dispute to attempt a resolution of the dispute. If resolution of the dispute is not achieved within twenty (20) days of the notification, the affected ENTITY shall call for the SOC to be convened to resolve the dispute, notifying the PARTIES to this Agreement.
- b. Should circumstances develop under which either the SYSTEM MANAGER or any PARTICIPATING ENTITY require fact finding and advice from the entire body of

PARTICIPATING ENTITIES, the SYSTEM MANAGER or PARTICIPATING ENTITIES may call for the SOC to be convened.

Section 11.2. Upon receiving a written request for the SOC to be convened in conformance with Section 11.1, the SYSTEM MANAGER will contact the chief executive officer of the COUNTY, SHERIFF, CSA AND CSAB. The SYSTEM OVERSIGHT COMMITTEE ("SOC") will be convened with representatives from the public safety departments listed below. The chief executive officer of each agency listed will designate the individuals to represent each public safety agency.

- a. COUNTY Office of the County Administrator
- b. COUNTY Fire Rescue Department
- c. SHERIFF
- d. CSA Fire Department
- e. CSA Police Department
- f. CSAB Police Department

Section 11.3 The designated representative from the St. Johns Office of the County Administrator shall serve as chairperson of the SOC. Decisions of the SOC will require a simple majority of votes of the members present. At least five of the PARTICIPATING ENTITY representatives on the SOC must be present to constitute a quorum. In the event of a tie vote, the SOC chairperson shall cast the deciding vote.

Section 11.4. The SOC's responsibilities shall include resolving the dispute or disagreement that prompted the call to convene the SOC, or providing the SYSTEM MANAGER with the information desired. The SOC shall be dissolved once the purpose(s) for which it was convened are concluded.

Section 11.5 If the resolution of the dispute is not achieved within sixty (60) days of the initial notification pursuant to Section 11.1 (a), the PARTICIPATING ENTITY may resort to such other remedies as are available under the terms of this AGREEMENT or as provided by general law.

ARTICLE 12 NOTICES

Section 12.1. All written notices under this AGREEMENT shall be deemed properly sent if delivered in person, registered or certified mail, return receipt requested, postage prepaid to the persons specified below or such other addresses as any PARTY may advise the others from time to time in writing:

If to COUNTY: Attn: County Administrator
 500 San Sebastian View
 St. Augustine, Florida 32084

If to CSA: Attn: City Manager
P.O. Box 210
St. Augustine, Florida 32085-0210
Copy: Chief of Police
151 King Street
St. Augustine Florida 32085-0210

If to CSAB Attn: City Manager
2200 A1A South
St. Augustine Beach, Florida 32080
Copy: Chief of Police
2300 A1A South
St. Augustine Beach, FL 32080

If to SHERIFF Attn: St. Johns County Sheriff
4015 Lewis Speedway
St. Augustine, Florida 32084

**ARTICLE 13
AUTHORIZATION**

Section 13.1. Each PARTY represents that it has the necessary corporate, legal and regulatory authority to enter into this AGREEMENT and to perform each and every duty and obligation imposed therein. Each individual affixing a signature to this AGREEMENT represents and warrants that he or she has been duly authorized to execute this AGREEMENT on behalf of the PARTY he or she represents, and that by signing the AGREEMENT, a valid, binding and enforceable legal obligation of said PARTY has been created.

IN WITNESS WHEREOF, the following have caused this Interlocal Agreement to be executed for the uses and purposes set forth therein.

ST. JOHNS COUNTY

BY: _____
Mr. Jay Morris, Chair
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Cheryl Strickland, Clerk of Courts
(SEAL)

Patrick F. McCormack
County Attorney

CITY OF ST. AUGUSTINE

BY: _____
Joseph L. Boles, Mayor/Commissioner
St. Augustine City Commission

ATTEST:

Alison Ratkovic, City Clerk
(SEAL)

APPROVED AS TO FORM AND LEGALITY:

Ronald W. Brown
City Attorney

CITY OF ST. AUGUSTINE BEACH

BY: _____
Mr. S. Gary Snodgrass, Mayor
St. Augustine Beach City Commission

ATTEST:

Cathy Benson, City Clerk
(SEAL)

APPROVED AS TO FORM AND LEGALITY:

Douglas M. Burnett
City Attorney

EXHIBIT A: INITIAL SUBSCRIBER UNITS

| Entity | Portables | | |
|-------------------------|-----------|-------------|----------|
| | Tier 1 | Tier 2 | Tier 3 |
| Fire Rescue | | 280 | |
| Sheriff's Office | | 650 | |
| Backup PSAP | 2 | | |
| St. Augustine PD | | 80 | |
| St. Augustine FD | | 40 | |
| St. Augustine Beach PD | | 18 | |
| SHOT | 32 | 45 | |
| Animal Control | 7 | | |
| Subtotals: | 41 | 1113 | 0 |
| Total Portables: | | 1154 | |

| Entity | Mobiles (All Tier 2) | | | | |
|----------------------------|----------------------|-------------|----------|------------|------------|
| | Mobiles | Motorcycles | Boats | Aircraft | Undercover |
| Fire Rescue (Remote Mount) | 118 | | | | |
| Sheriff's Office | 650 | 15 | 3 | 2 | 15 |
| St. Augustine PD | 40 | 2 | 1 | | 5 |
| St. Augustine FD | 12 | | 2 | | |
| St. Augustine Beach PD | 18 | 2 | | | |
| SHOT | 16 | | | | |
| Animal Control | 7 | | | | |
| Subtotals: | 861 | 19 | 6 | 2 | 20 |
| Total Mobiles: | | | | 908 | |

| Entity | Dispatch Equipment | | |
|------------------------------|--------------------|-------------------|----------------|
| | Control Stations | Operator Consoles | Paging Systems |
| Fire Rescue | 36 | 5 | 19 |
| Sheriff's Office | 15 | 6 | |
| Backup PSAP | 12 | 12 | |
| EOC | 6 | | |
| St. Augustine PD | 4 | 4 | |
| St. Augustine FD | 3 | | 2 |
| St. Augustine Beach PD | 1 | | |
| Animal Control | 2 | | |
| Total Dispatch Equip. | 79 | 27 | 21 |

Source: St. Johns County RFP 11-84, Towers and Radio System, dated August 17, 2011, Scope of Work Page 15-2.