RESOLUTION 21-161

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF PANAMA CITY AND THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE SHARED USE OF AN UPGRADED 800MHZ RADIO COMMUNICATIONS SYSTEM; AUTHORIZING A BUDGET AMENDMENT TO PAY FOR CITYS SHARE OF INFRASTRUCTURE COST.

BE IT RESOLVED by the City of Panama City Beach, Florida that:

- 1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Additional Party Agreement, Interlocal Agreement 800MHz Communications System, between the City and the City of Panama City and the Bay County Board of County Commissioners, relating to the shared use of an upgraded 800MHz Radio Communications System, specifically approving the City's pro-rated share of the shared Equipment/Infrastructure Cost in the basic amount of One Million, Five Hundred Ninety One Thousand, Four Hundred Fifteen Dollars (\$1,591,415), together with annual maintenance costs as more specifically set forth in the body of the Agreement, in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
- 2. The following budget amendment #60 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated therein.

This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of May, 2021.

CITY OF PANAMA CITY BEACH

By:

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

Deputy Clerk

INTERLOCAL AGREEMENT 800 MHz COMMUNICATION SYSTEM

This Interlocal Agreement, entered into this <u>6</u> day of <u>April</u>, 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 convents, 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. <u>SCOPE OF AGREEMENT</u>.

- 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. <u>SYSTEM CAPACITY</u>

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. <u>ANNUAL SUBSCRIBER MAINTENACE COST</u>

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. <u>ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE</u> 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 11th 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 will wat above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA SE CONTY FLORIDA

Robert Carroll, Chairman

APPROVED AS TO FORM:

ATTEST:

Greg Brudnicki, Mayor

Panama City Clerk

Bill Kinsaul, Clerk

CONCURRENCE:

Tommy Ford, Sheriff

APRROVED AS TO FORM AND CORRECTNESS:

J. Zimmerman, City Attorney

Burke Blue P.A.



800 MHz Radio System Annual Cost Calculations

Years Financed Interest Rate		7
		2 2221
nama City		3.02%
mama City		
w P-25 Radios (includes consoles)		-
isting P-25 Radios		5
		497
Total Radios Panama City		502
tal System Radios (all agencies)		2,766
rtion of System % Panama City (based on radios)		18.15%
	\$	1,703,201
isting Radio Cost	\$ \$ \$	-
nsole Cost	\$	201,410
		-
Panama City System Cost	\$	1,904,611
ANNUAL COST FOR AGENCY		
	\$	314,174.60
		35,333.21
nual Infrastructure Maintenance Cost (Maintenance Contract)*	\$ \$ \$	33,333.21
nual Subscriber Maintenance Cost*	e e	
	\$ \$	-
		60,240.00
Total All-in Annual Cost	>	409,747.82
ne-time existing P-25 programming	\$	-
	*	
irst year is at \$0 cost. Thereafter annually:		
nual Infrastructure Maintenance Cost (Maintenance Contract)	\$	62,976.86
	\$	12,704.27

RESOLUTION 21-19

A RESOLUTION OF THE CITY OF MEXICO BEACH, FLORIDA APPROVING ADDITIONAL INTERLOCAL AGREEMENT 800 MHz COMMUNICATIONS SYSTEM.

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 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 Mexico Beach 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 Mexico Beach agree as follows:

SCOPE OF AGREEMENT

Panama City, Bay County and Mexico Beach agree to be bound by the terms and conditions of the 800 MHz Communications System Interlocal Agreement entered into on the 6th day of April 2021, between Panama City and Bay County (the "Original Agreement"). Mexico Beach shall be bound to the Original Agreement as a User Agency and an Additional Party.

SYSTEM CAPACITY

Mexico Beach initially has a total number of 16 Radio Units in the Radio System.

3. RADIO UNIT COST

Mexico Beach has elected to utilize existing radios in the upgraded 800 MHz Radio Communications System and therefore has no cost for its Radio Units.

4. SHARED EQUIPMENT/INFRASTRUCTURE COST

Mexico Beach 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). Mexico Beach's prorated share of the Shared Equipment/Infrastructure cost is Fifty Four Thousand Two Hundred and Eight Five Dollars (\$54,285).

5. <u>FINANCING.</u>

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

6. 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 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 11th Street Panama City, FL 32401

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

The City of Mexico Beach c/o City Manager

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

BAY COUNTY BOARD OF COUNTY

COMMISSIONERS

Carroll, Chairman SEAL

ATTEST

Bill Kinsaul, Clerk

CITY OF PANAMA CITY

By: , Mayor

ATTEST

Brandy Walderkn

CITY OF MEXICO BEACH

William A. Cathrey

ATTEST

By:

Jammy Bru way City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Nevin J. Zimmerman, City Attorney

Burke Blue P.A.

800 MHz Radio System Annual Cost Calculations

odo Miliz Madio System Amidai Cost C	aiculations		
	Assumptions	S	emi-annual
	Years Financed		
	Interest Rate		3.02%
Movies Book			
Mexico Beach			
New P-25 Radios (includes consoles)			-
Existing P-25 Radios			16
	Total Radios Mexico Beach		16
Total System Radios (all agencies)			2,766
Portion of System % Mexico Beach (based on radios)			0.58%
Infrastructure Cost to Agency		\$	54,285
Existing Radio Cost		\$	-
Console Cost		\$	
New Radio Cost		\$	-
	Mexico Beach System Cost	\$	54,285
ANNUAL COST FOR AGENCY			
Annual Debt Service for Infrastructure		\$	10,013.53
Annual Debt Service for Radios (New Radios/Consoles)		\$	10,013.33
Annual Infrastructure Maintenance Cost (Maintenance Contract)*		\$	
Annual Subscriber Maintenance Cost*	Contract)	\$	
	or year pay radia)		1 020 00
Annual Operation and Maintence Radio Charge (\$120 p		\$	1,920.00
	Total All-in Annual Cost	\$	11 933 53

Annual Subscriber Maintenance Cost*		\$	为一种 (1000m)
Annual Operation and Maintence Radio Charge (\$120 per year per radio)		\$	1,920.00
To	tal All-in Annual Cost	\$	11,933.53
One-time existing P-25 programming		\$	-
*First year is at \$0 cost. Thereafter annually: Annual Infrastructure Maintenance Cost (Maintenance Contr Annual Subscriber Maintenance Cost	act)	\$ \$	2,007.23 404.92





ADDITIONAL PARTY AGREEMENT INTERLOCAL AGREEMENT 800 MHz COMMUNICATIONS SYSTEM

WITNESSETH

This Interlocal Agreement, entered into this 21th day of April, 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 the Northwest Florida Beaches International Airport, an independent special district of the State of Florida ("Airport").

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 the Airport 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 the Airport agree as follows:

1. SCOPE OF AGREEMENT

Panama City, Bay County and the Airport agree to be bound by the terms and conditions of the 800 MHz Communications System Interlocal Agreement entered into on the 6^{th} day of April 2021, between Panama City and Bay County (the "Original Agreement"). The Airport shall be bound to the Original Agreement as a User Agency and an Additional Party.

2. SYSTEM CAPACITY

The Airport initially has a total number of 71 Radio Units in the Radio System.

3. RADIO UNIT COST

The Airport shall pay to Bay County the sum of One Hundred and Sixty Thousand Two Hundred and Ninety Four Dollars (\$160,294) for the cost of its Radio Units

4. SHARED EQUIPMENT/INFRASTRUCTURE COST

The Airport 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). The Airport's prorated share of the Shared Equipment/Infrastructure cost is Two Hundred and Forty Thousand Eight Hundred and Ninety One Dollars (\$240,891).

5. **FINANCING**.

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

6. 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 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. <u>ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE</u> <u>COST.</u>

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 11th Street Panama City, FL 32401

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

Northwest Florida Beaches International Airport c/o Glen McDonald 6300 West Bay Parkway Suite A, Panama City Beach, FL 32409

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

BAY COUNTY BOARD OF COUNTY

COMMISSIONERS

By:

By:

Robert Carroll, Chairman

ATTEST

Bill Kinsaul, Clerk

CITY OF PANAMA CITY

ATTEST

Greg Brudnicki, Mayor

Nevin J. Zimmerman, City Attorney

Burke Blue P.A.

NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT

By: /lead //

800 MHz Radio System Annual Cost Calculations

NWFL Airport New P-25 Radios (includes consoles) Existing P-25 Radios Total Radios NWFL Airport 71
Existing P-25 Radios 18 Total Radios NWFL Airport 71
Existing P-25 Radios 18 Total Radios NWFL Airport 71
Total Radios NWFL Airport 71
Tetal System D. H. / H.
Total System Radios (all agencies)
Portion of System % NWFL Airport (based on radios) 2,766 2.57%
Infrastructure Cost to Agency
Evicting Padia Cost
Console Cost \$ -
New Radio Cost \$ 160,294
NWFL Airport System Cost \$ 401,185
ANNUAL COST FOR AGENCY
Appural Debt Sonice for Infrastruct
Annual Dobt Coming for Parity 1st Parity 1st
Annual Infrastructure Maintenance Cost (Maintenance Contract)* Annual Subscriber Maintenance Cost* 28,120.22 \$
Annual Subscriber Maintenance Cost*
Annual Operation and Maintongo Padio Characters
Total All-in Annual Cost \$ 81,075.28
54.075.28
One-time existing P-25 programming \$ -
*First year is at \$0 cost. Thereafter annually:
Annual Infrastructure Maintenance Cost (Maintenance Contract) \$ 8,907.09
Annual Subscriber Maintenance Cost \$ 1,796.82



ADDITIONAL PARTY AGREEMENT INTERLOCAL AGREEMENT 800 MHz COMMUNICATIONS SYSTEM

WITNESSETH

This Interlocal Agreement, entered into this 19th day of 10n1, 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 the City of Springfield, a municipal corporation of the State of Florida ("Springfield").

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 Springfield 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 Springfield agree as follows:

1. SCOPE OF AGREEMENT

Panama City, Bay County and Springfield agree to be bound by the terms and conditions of the 800 MHz Communications System Interlocal Agreement entered into on the 6th day of April 2021, between Panama City and Bay County (the "Original Agreement"). Springfield shall be bound to the Original Agreement as a User Agency and an Additional Party.

2. <u>SYSTEM CAPACITY</u>

Springfield initially has a total number of 81 Radio Units in the Radio System.

3. RADIO UNIT COST

Springfield has elected to utilize existing radios in the upgraded 800 MHz Radio Communications System and therefore has no cost for its Radio Units.

4. SHARED EQUIPMENT/INFRASTRUCTURE COST

Springfield 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). Springfield's prorated share of the Shared Equipment/Infrastructure cost is Two Hundred and Seventy Four Thousand Eight Hundred and Nineteen Dollars (\$274,819).

5. FINANCING.

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

6. 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 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. <u>ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE</u> 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 11th Street Panama City, FL 32401

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

The City of Springfield c/o City Manager

IN WITNESS WHEREOF, Panama City, Bay County and Springfield hereto have executed this agreement and it is effective on the date first above written. BAY COUNTY BOARD OF COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY FLORIDATION OF COUNTY, FLORIDAT ATTEST MINING THE PROPERTY OF By: Bill Kinsaul, Clerk

CITY OF PANAMA CITY

Bv:

ATTEST

Greg Brudnicki, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Nevin J. Zimmerman, City Attorney Burke Blue P.A.

CITY OF SPRINGFIELD

ATTEST

By: NSUL HAMMOND

Tity of Shing Boom Mayor

By:

Union Cox, City Clerk

800 MHz Radio System Annual Cost Calculations

	Assumptions	5	Semi-annual
	Years Financed		7
	Interest Rate		3.02%
Springfield			
New P-25 Radios (includes consoles)			-
Existing P-25 Radios			81
То	tal Radios Springfield		81
Total System Radios (all agencies)			2,766
Portion of System % Springfield (based on radios)			2.93%
Infrastructure Cost to Agency		\$	274,819
Existing Radio Cost		\$	-
Console Cost		\$ \$ \$	-
New Radio Cost			-
Sp	ringfield System Cost	\$	274,819
ANNUAL COST FOR AGENCY			L. Mariante I
Annual Debt Service for Infrastructure		\$	50,693.51
Annual Debt Service for Radios (New Radios/Consoles)		\$	
Annual Infrastructure Maintenance Cost (Maintenance Contr	act)*	\$ \$ \$	
Annual Subscriber Maintenance Cost*			图1 · 子包
Annual Operation and Maintence Radio Charge (\$120 per year		\$	9,720.00
То	tal All-in Annual Cost	\$	60,413.51
One-time existing P-25 programming		\$	-
*First year is at \$0 cost. Thereafter annually:			
Annual Infrastructure Maintenance Cost (Maintenance Contr	act)	\$	10,161.61
Annual Subscriber Maintenance Cost		\$	2,049.89



ADDITIONAL PARTY AGREEMENT INTERLOCAL AGREEMENT 800 MHz COMMUNICATIONS SYSTEM

WITNESSETH

This Interlocal Agreement, entered into this day of day of day, 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 the City of Callaway, a municipal corporation of the State of Florida ("Callaway").

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 Callaway 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 Callaway agree as follows:

1. SCOPE OF AGREEMENT

Panama City, Bay County and Callaway agree to be bound by the terms and conditions of the 800 MHz Communications System Interlocal Agreement entered into on the 6th day of April 2021, between Panama City and Bay County (the "Original Agreement"). Callaway shall be bound to the Original Agreement as a User Agency and an Additional Party.

2. SYSTEM CAPACITY

Callaway initially has a total number of 26 Radio Units in the Radio System.

3. RADIO UNIT COST

Callaway shall pay to Bay County the sum of Fourteen Thousand and One Dollar (\$14,001) for the cost of its Radio Units

4. SHARED EQUIPMENT/INFRASTRUCTURE COST

Callaway 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). Callaway's prorated share of the Shared Equipment/Infrastructure cost is Eighty Eight Thousand Two Hundred and Fourteen Dollars (\$88,214).

5. FINANCING.

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

6. 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 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. <u>ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE</u> 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 11th Street Panama City, FL 32401 The City of Panama City c/o City Manager 501 Harrison Avenue Panama City, FL 32401

The City of Callaway c/o City Manager 6601 East Highway 22 Callaway, FL 32404

IN WITNESS WHEREOF, Panama City, Bay County and Callaway heretain accounts executed this agreement and it is effective on the date first above written. **BAY COUNTY BOARD OF COUNTY COMMISSIONERS** By: THE COUNTY, FLORIDATION Robert Carroll, Chairman Bill Kinsaul, Clerk CITY OF PANAMA CITY **ATTEST** Greg Brudnicki, Mayor **CITY OF CALLAWAY ATTEST** Janice L. Peters, City Clerk

Nevin J. Zimmerman, City Attorney Burke Blue P.A.

APPROVED AS TO FORM AND CORRECTNESS:

Page 3 of 3

800 MHz Radio System Annual Cost Calculations

	Assumptions Years Financed Interest Rate	Semi-annual 7 3.02%
Callaway		
New P-25 Radios (includes consoles)		12
Existing P-25 Radios		14
Total	Radios Callaway	26
Total Sustan De die / Harris		
Total System Radios (all agencies)	•	2,766
Portion of System % Callaway (based on radios)		0.94%
Infrastructure Cost to Agency	Ç	88,214
Existing Radio Cost		
Console Cost	Ç	-
New Radio Cost	Ç	
Calla	way System Cost \$	
ANNUAL COST FOR A SERVICE		
ANNUAL COST FOR AGENCY		46.074.00
Annual Debt Service for Infrastructure	\$	
Annual Debt Service for Radios (New Radios/Consoles)	\$	
Annual Infrastructure Maintenance Cost (Maintenance Contract)*	\$ \$	(n = 1
Annual Subscriber Maintenance Cost*		
Annual Operation and Maintence Radio Charge (\$120 per year pe		
A ISTO I	ll-in Annual Cost \$	21,848.18
One-time existing P-25 programming	\$	-
*First year is at \$0 cost. Thereafter annually:		
Annual Infrastructure Maintenance Cost (Maintenance Contract)	\$	3,261.75
Annual Subscriber Maintenance Cost	\$	





A CERTIFIED TRUE COPY

WITNESSETH

This Interlocal Agreement, entered into this 21 day of May, 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 the School Board of Bay County, a public agency of the State of Florida ("School Board").

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 the School Board 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 the School Board agree as follows:

1. SCOPE OF AGREEMENT

Panama City, Bay County and the School Board agree to be bound by the terms and conditions of the 800 MHz Communications System Interlocal Agreement entered into on the 6th day of April 2021, between Panama City and Bay County (the "Original Agreement"). The School Board shall be bound to the Original Agreement as a User Agency and an Additional Party.

2. SYSTEM CAPACITY

The School Board initially has a total number of 68 Radio Units in the Radio System.

3. RADIO UNIT COST

The School Board shall pay to Bay County the sum of Forty Thousand Two Hundred and Eighty Two Dollars (\$40,282) for the cost of one (1) Console.

4. SHARED EQUIPMENT/INFRASTRUCTURE COST

The School Board 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). The School Board's prorated share of the Shared Equipment/Infrastructure cost is Two Hundred and Thirty Thousand Seven Hundred and Twelve Dollars (\$230,712).

5. FINANCING.

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

6. 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 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. <u>ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE</u> <u>COST.</u>

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 11th Street Panama City, FL 32401

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

The School Board c/o

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

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

Robert Carroll, Chairman

ATTEST

By:

Bill Kinsaul, Clerk

CITY OF PANAMA CITY

 ATTEST

APPROVED AS TO FORM AND GORREGIALES

Nevin J. Zimmerman, City Attorney

Burke Blue P.A.

THE SCHOOL BOARD

By: Steve C. Wow. Steve Moss, Chair

ATTEST

Byr William V. Husfelt III, Superintendent

800 MHz Radio System Annual Cost Calculations

	Assumptions	S	emi-annual
	Years Financed		7
	Interest Rate		3.02%
School Board			
New P-25 Radios (includes consoles)			1
Existing P-25 Radios			67
То	tal Radios NWFL Airport		68
Total System Radios (all agencies)			2,766
Portion of System % School Board (based on radios)			2.46%
	*		
Infrastructure Cost to Agency		\$	230,712
Existing Radio Cost		\$	-
Console Cost		\$ \$ \$	40,282
New Radio Cost			-
Sc	hool Board System Cost	\$	270,994
ANNUAL COST FOR AGENCY			
Annual Debt Service for Infrastructure		\$	42,557.52
Annual Debt Service for Radios (New Radios/Consoles)			7,066.64
Annual Infrastructure Maintenance Cost (Maintenance Co.	ntract)*	\$	-
Annual Subscriber Maintenance Cost*	and the second	\$ \$ \$	1.00
Annual Operation and Maintence Radio Charge (\$120 per		\$	8,160.00
		\$	57,784.16
Constitution of the second			27,701.20
One-time existing P-25 programming		\$	-
		•	
*First year is at \$0 cost. Thereafter annually:			
Annual Infrastructure Maintenance Cost (Maintenance Co	ntract)	\$	8,530.73
Annual Subscriber Maintenance Cost		\$	1,720.90



ADDITIONAL PARTY AGREEMENT INTERLOCAL AGREEMENT 800 MHz COMMUNICATIONS SYSTEM

WITNESSETH

This Interlocal Agreement, entered into this 18 day of May, 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 the City of Parker, a municipal corporation of the State of Florida ("Parker").

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 Parker 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 Parker agree as follows:

SCOPE OF AGREEMENT

Panama City, Bay County and Parker agree to be bound by the terms and conditions of the 800 MHz Communications System Interlocal Agreement entered into on the 6th day of April 2021, between Panama City and Bay County (the "Original Agreement"). Parker shall be bound to the Original Agreement as a User Agency and an Additional Party.

2. <u>SYSTEM CAPACITY</u>

Parker initially has a total number of 56 Radio Units in the Radio System.

3. RADIO UNIT COST

Parker has elected to utilize existing radios in the upgraded 800 MHz Radio Communications System and therefore has no cost for its Radio Units.

4. SHARED EQUIPMENT/INFRASTRUCTURE COST

Parker 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). Parker's prorated share of the Shared Equipment/Infrastructure cost is One Hundred and Ninety Thousand Four Hundred and Twelve Dollars (\$190,412).

5. FINANCING.

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

6. 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 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. <u>ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE</u> <u>COST.</u>

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 11th Street Panama City, FL 32401

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

The City of Parker c/o Mayor 1001 West Park Street Parker, Florida 32404

IN WITNESS WHEREOF, Panama City, Bay County and Parker hereto have executive and Parker hereto have this agreement and it is effective on the date first above written. BAY COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Robert Carroll, Chairman

CITY OF BANAMA CUTA ATTEST MINIMINA By: Bill Kinsaul, Clerk

CITY OF PANAMA CI

Greg Brudnicki, Mayor

ATTEST

ands Walden
City Clerk

ARPROVED AS TO FORM AND CORRECTNESS:

Nevin J. Zimmerman, City Attorney

Burke Blue P.A.

CITY OF PARKER

Andrew Kelly, Mayor

ATTEST

City Clark

800 MHz Radio System Annual Cost Calculations

Assumption Years Finance Interest Rat	d	Semi-annual 7 3.02%
Parker		
New P-25 Radios (includes consoles)		-
Existing P-25 Radios		56
Total Radios Parke	r	56
Total System Radios (all agencies)		2,760
Portion of System % Parker (based on radios)		2.03%
Infrastructure Cost to Agency		
Existing Radio Cost	\$	
Console Cost	\$ \$ \$	-
New Radio Cost	\$	-
Parker Cos		
Tarker Cos	ر ب	190,412
ANNUAL COST FOR AGENCY		al and a second
Annual Debt Service for Infrastructure	\$	35,123.56
Annual Debt Service for Radios (New Radios/Consoles)		
Annual Infrastructure Maintenance Cost (Maintenance Contract)*	\$ \$ \$	
Annual Subscriber Maintenance Cost*	\$	的人工编辑
Annual Operation and Maintence Radio Charge (\$120 per year per radio)	\$	6,720.00
Total All-in Annual Cos	\$	41,843.56
One-time existing P-25 programming	\$	_
	7	
*First year is at \$0 cost. Thereafter annually:		
Annual Infrastructure Maintenance Cost (Maintenance Contract)	\$	7,040.58
Annual Subscriber Maintenance Cost	\$	1,420.29



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 the City of Lynn Haven, a municipal corporation of the State of Florida ("Lynn Haven").

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 Lynn Haven 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 Lynn Haven agree as follows:

1. SCOPE OF AGREEMENT

Panama City, Bay County and Lynn Haven agree to be bound by the terms and conditions of the 800 MHz Communications System Interlocal Agreement entered into on the 6th day of April 2021, between Panama City and Bay County (the "Original Agreement"). Lynn Haven shall be bound to the Original Agreement as a User Agency and an Additional Party.

2. SYSTEM CAPACITY

Lynn Haven initially has a total number of 147 Radio Units in the Radio System.

3. RADIO UNIT COST

Lynn Haven shall pay to Bay County the sum of Five Hundred and Five Thousand Three Hundred and Fifty Seven Dollars (\$505,357) for the cost of its Radio Units and for the cost of Two (2) Consoles.

4. SHARED EQUIPMENT/INFRASTRUCTURE COST

Lynn Haven 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). Lynn Haven's prorated share of the Shared Equipment/Infrastructure cost is Four Hundred and Ninety Eight Thousand Seven Hundred and Forty Six Dollars (\$498,746).

5. FINANCING.

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

6. 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 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. <u>ANNUÀL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE</u> 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 11th Street Panama City, FL 32401

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

The City of Lynn Haven c/o City Manager

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

BAY COUNTY BOARD OF COUNTY

COMMISSIONERS

By:

Róbert Carroll, Chairman

ATTEST

Bill Kinsaul, Clerk



CITY OF PANAMA CITY					
By:					
, Chairman					
CITY OF LYNN HAVEN					

1. Mayor

ATTEST

By:

Mandy Wolder, City Clerk

ATTEST

By:

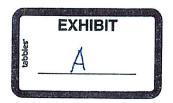
ARPROVED AS TO FORM AND CORRECTNESS:

Nevin J. Zimmerman, City Attorney

Burke Blue P.A.

800 MHz Radio System Annual Cost Calculations

	Assumptions Years Financed Interest Rate	S	Semi-annual 7 3.02%
Lynn Haven			
New P-25 Radios (includes consoles)			147
Existing P-25 Radios			-
То	tal Radios Lynn Haven		147
Total System Radios (all agencies)			2,766
Portion of System % Lynn Haven (based on radios)			5.31%
Infrastructure Cost to Agency		\$	498,746
Existing Radio Cost			-
Console Cost		\$	80,564
New Radio Cost		\$ \$ \$	424,793
Lyr	nn Haven System Cost	\$	1,004,103
ANNUAL COST FOR AGENCY			and an area of the l
Annual Debt Service for Infrastructure		\$	91,999.34
Annual Debt Service for Radios (New Radios)			88,654.36
Annual Infrastructure Maintenance Cost (Maintenance Conti	ract)*	\$ \$ \$	
Annual Subscriber Maintenance Cost*		\$	
Annual Operation and Maintence Radio Charge (\$120 per ye	ar per radio)	\$	17,640.00
To	otal All-in Annual Cost	\$	198,293.70
One-time existing P-25 programming		\$	-
*First year is at \$0 cost. Thereafter annually:			
Annual Infrastructure Maintenance Cost (Maintenance Contr	ract)	\$	18,441.43
Annual Subscriber Maintenance Cost		\$	3,720.17



ADDITIONAL PARTY AGREEMENT INTERLOCAL AGREEMENT 800 MHz COMMUNICATIONS SYSTEM

Deputy Clerk

WITNESSETH

This Interlocal Agreement, entered into this 13 day of May, 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 the City of Panama City Beach, a municipal corporation of the State of Florida ("Panama City Beach").

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 Panama City Beach 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 Panama City Beach agree as follows:

1. SCOPE OF AGREEMENT

Panama City, Bay County and Panama City Beach agree to be bound by the terms and conditions of the 800 MHz Communications System Interlocal Agreement entered into on the 6th day of April 2021, between Panama City and Bay County (the "Original Agreement"). Panama City Beach shall be bound to the Original Agreement as a User Agency and an Additional Party.

2. <u>SYSTEM CAPACITY</u>

Panama City Beach initially has a total number of 466 Radio Units in the Radio System.

3. RADIO UNIT COST

Panama City Beach shall pay to Bay County the sum of One Million Seventy Five Thousand Two Hundred and Fifty Dollars (\$1,075,250) for the cost of its Radio Units and for the cost of Four (4) Consoles.

4. SHARED EQUIPMENT/INFRASTRUCTURE COST

Panama City Beach 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). Panama City Beach's prorated share of the Shared Equipment/Infrastructure cost is One Million Five Hundred and Ninety-One Thousand Four Hundred and Fifteen Dollars (\$1,591,415).

5. FINANCING.

As an alternative to making a lump sum payment to Bay County for the Radio Units, and Shared Equipment/Infrastructure cost, Panama City Beach 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 Beach'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 Panama City Beach decides to finance the payments referred to in Sections 3 & 4, Bay County shall invoice Panama City Beach its prorated share of the financing cost quarterly. Panama City Beach agrees to pay the quarterly invoices within forty-five (45) days. In the event that Panama City Beach chooses to make a onetime lump sum payment, the payment shall be due no later than forty-five (45) days after invoice. Panama City Beach's cost calculation is described on Exhibit A.

6. 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 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. <u>ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE</u> <u>COST.</u>

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 11th Street Panama City, FL 32401

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

The City of Panama City Beach c/o City Manager 17007 Panama City Beach Parkway Panama City Beach, FL 32413

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

BAY COUNTY BOARD OF COUNTY

COMMISSIONERS

By:

Robert Carroll, Chairmanulling Coonty, Forman

ATTEST

Bill Kinsaul Glankung

COUNT ...

30

CITY OF PANAMA CITY

By: , Chairman

CITY OF PANAMA CITY BEACH

Drew Whitman, City Manager

ATTEST

By: Blandy holden

ATTEST

By: Typue Taxora Lynne Fasone, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Nevin J. Zimmerman, City Attorney

Burke Blue P.A.

Ex. A

800 MHz Radio System Annual Cost Calculations

•	Assumptions	Se	mi-annual
	Years Financed		7
	Interest Rate		3.02%
Panama City Beach			
New P-25 Radios (includes consoles)			344
Existing P-25 Radios			122
	Total Radios Panama City Beach		466
Total System Radios (all agencies)			2,748
Portion of System % Panama City Beach (based on	radios)		16.96%
Infrastructure Cost to Agency		\$	1,591,415
Existing Radio Cost		\$	-
Console Cost		\$	161,128
New Radio Cost		\$	914,122
	Panama City Beach System Cost	\$	2,666,665

ANNUAL COST FOR AGENCY	
Annual Debt Service for Infrastructure	\$ 过程 动。4
Annual Debt Service for Radios (New Radios/Consoles)	\$ - Table
Annual Infrastructure Maintenance Cost (Maintenance Contract)*	\$
Annual Subscriber Maintenance Cost*	\$ 经验的证据
Annual Operation and Maintence Radio Charge (\$120 per year per radio)	\$ 55,920.00
Total All-in Annual Cost	\$ 55,920.00
One-time existing P-25 programming	\$ -
*First year is at \$0 cost. Thereafter annually:	
Annual Infrastructure Maintenance Cost (Maintenance Contract)	\$ 58,843.52
Annual Subscriber Maintenance Cost	\$ 11,870.45