



February 21, 2022

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**FROM:** Rafael Mena, Chief Information Officer  
Information Systems & Services Division  
Phone: 407-836-5201

**SUBJECT:** Interlocal Agreement with City of Apopka  
CONSENT AGENDA ITEM MARCH 8, 2022

A handwritten signature in black ink, appearing to read "R. Mena".

Orange County and the City of Apopka will combine radio tower sites to share radio communications service between our two systems for mutual aid. This will greatly enhance primary radio communications for the Orange County Sheriff's Office, Orange County Fire Rescue, Apopka Police and Fire. The City of Apopka will connect their radio towers to the county's main system to increase capacity and improve support between our two municipalities. This consolidation is similar to what we have completed with the Cities of Orlando, Winter Park, and the Reedy Creek Improvement District.

The benefit to the county will allow us to establish a larger radio communications system serving Public Safety permitting the Sheriff's Office, Fire Rescue, and Apopka the ability to roam to each other's system. The system consolidation is being funded by an Orange County/Orlando UASI federal grant award.

**ACTION REQUESTED:** Approval and execution of Interlocal Agreement between City of Apopka and Orange County, Florida regarding The 800 Megahertz Radio System.

BCC Mtg. Date: March 8, 2022

## INTERLOCAL AGREEMENT

*Between*

**City of Apopka and Orange County, Florida**

*Regarding*

### **The 800 Megahertz Radio System**

This Interlocal Agreement (this “Agreement”) is entered into by and between the CITY OF APOPKA, a municipal corporation, whose address is 120 E Main St, Apopka, FL 32703 (the “City”), and ORANGE COUNTY, a political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the “County”) (City and County may be collectively referred to as the “Parties”, or individually as “Party”).

### **WITNESSETH**

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, set forth in Section 163.01, Florida Statutes (“Act”), contemplates Interlocal Agreements between governmental entities;

**WHEREAS**, the purpose of the Act is to permit 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 the local community;

**WHEREAS**, each of the Parties to this Interlocal Agreement is a “public agency” within the meaning of Section 163.01, Florida Statutes;

**WHEREAS**, both the City and County have 800 MHz Trunked Simulcast Radio systems (the “TSR Systems”), including, but not limited to, backbone, radio units, tower sites, antennas, and user specific items or the shared resources which have been assigned frequencies by the United States Federal Communications Commission (“FCC”) for such purposes;

**WHEREAS**, the Parties have determined that the limited consolidation and sharing of resources will meet the coverage needs of the Parties, as well as improve routine emergency communication, and will generally benefit the public welfare and citizens served by the Parties (the “Project”), and

**WHEREAS**, the Parties desire to enter into this Agreement to establish basic parameters for sharing costs and resources pertaining to their respective TSR Systems;

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained,

including the above whereas clauses which are hereby incorporated as terms of this Agreement, and other good and valuable consideration, the Parties herein agree as follows;

Section 1. **LICENSING OF THE 800MH<sub>z</sub> TSR SYSTEM.**

The Parties agree the frequencies held by the County and the frequencies held by the City shall be held separately for the best use by each respective agency, and the FCC licenses shall be held in the legal name of the respective applying agency.

Section 2. **TITLE TO THE 800 MH<sub>z</sub> TSR SYSTEM.**

The Parties shall hold all rights to their respective TSR System, except as noted herein.

Section 3. **PROJECT BUDGET.**

Each Party has agreed to pay its own costs with respect to its TSR System as outlined in Section 5, Responsibilities of the Parties.

Section 4. **PROJECT ADMINISTRATION.**

Each Party shall designate a Project Coordinator to facilitate discussion and input into any changes of the shared portions of the TSR Systems that may impact performance, cost, access, or usage. The Project will be designed to allow for future expansion including, but not limited to, expansion of equipment and frequency capacity.

Section 5. **RESPONSIBILITIES OF THE PARTIES.**

a. The County shall:

1. Enable the Motorola Multi-zone feature and share system ID 46C allowing seamless roaming of radio units from the County zone to the City zone. This feature allows full Astro P25 feature set, combines radio tower sites for the City and the County's use, and provides a back-up to the City.
2. Maintain its TSR System in accordance with the design described in Section 5.a.1 above.
3. Provide the City with a list of authorized users, desired talk group numbers to access the City TSR System for Multi-zone, and maintain the database for those County users having TSR System capable radios. Limit up to four (4) Talk-Groups to roam from the County radio Zone 1 to the City radio Zone 4.

b. The City shall:

1. Enable the Motorola Multi-zone feature and share system ID 46C allowing seamless roaming of radio units from the City zone to the County zone. This feature allows full Astro P25 feature set, combines radio tower sites for the City and the County's use.
2. Maintain its TSR System in accordance with the design described in Section 5.b.1 above.
3. Provide

network (microwave or Telco leased circuit service) communication capability from the City point of demarcation to the County point of demarcation. Notwithstanding the foregoing, the County will provide patch panels at their point of reference with the City's network. 4. Provide the County with a list of authorized users, desired talk group numbers to access the County's TSR System for Multi-zone, and maintain the database for those City users having TSR System capable radios. Limit up to five (5) Talk-Groups to roam from the City radio Zone 4 to the County radio Zone 1.

c. The City and the County shall each:

1. Ensure that their respective TSR Systems are at the same Motorola hardware/software release for system functionality to remain operational. 2. Cause Motorola to agree to use commercially reasonable efforts to ensure that there is no radio interference caused by the County System to the City System or the City System to the County System.

Section 6. ***INDEMNIFICATION AND INSURANCE.***

To the extent allowed by Florida law, including, but not limited to, Chapter 768, Florida Statutes, the Parties agree to defend, indemnify and hold each other, and their respective boards and board members, supervisors, officers, directors, agents, employees, representatives, successors and permitted assigns, harmless from and against all claims, actions, losses, suits, judgements, fines, liabilities, damages, demands, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or resulting from (or alleged to have arisen out of or resulted from) the alleged or actual negligent acts or omissions of the indemnifying party, its officers, or employees acting within the scope of their employment under or with respect to this Agreement. Nothing contained herein shall constitute a waiver by either Party of their sovereign immunity or of the provisions of Chapter 768, Florida Statutes. The foregoing shall not constitute an agreement by either Party to assume any liability for the acts, omissions, or negligence of the other Party. The provisions of this Section shall survive the expiration of the term of this Agreement or sooner termination of this Agreement.

Section 7. ***RELATIONSHIP OF THE PARTIES.***

The Parties are each independent government entities and have no authority, express or implied, to bind each other except as may be expressly provided in this Agreement. Where consent or approval of a Party is required hereunder, such Party agrees not to unreasonably withhold, condition, or delay the giving of such consent or approval.

Section 8. ***TERMINATION.***

a. Either Party may terminate this Agreement, without cause, upon one hundred eighty (180) calendar days written notice of termination to the other Party. b. Either Party may terminate this Agreement following a material default under this Agreement by the non-terminating Party, if such material default is

not cured within sixty (60) calendar days after written notice thereof from the non-defaulting Party.

Section 9. ***EFFECTIVE DATE.***

This Interlocal Agreement will be effective on the last date signed by either Mayor.

[Signatures on following pages.]

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the Parties hereto by their duly authorized representatives, as of the date set forth below.



**ORANGE COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida

By: Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings, Orange County Mayor

Date: March 8, 2022

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

Date: March 8, 2022

[Signatures continue on following page.]

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the Parties hereto by their duly authorized representatives, as of the dates set forth below.

**CITY OF APOPKA**, a municipal corporation

By: Bryan Nelson  
Bryan Nelson, Mayor

Date: 4-7-22

ATTEST:

By: Susan M Bone  
Susan Bone, City Clerk