



Facilities Development &
Operations Department

2633 Vista Parkway
West Palm Beach, FL 33411

Telephone - (561) 233-0200
Facsimile - (561) 233-0206
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**Palm Beach County
Board of County
Commissioners**

Jeff Koons, Chairman

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AUG - 5 2009

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Orig. - City Clerk

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LT McMurray

July 29, 2009

George Raggio, Jr., Chief of Police
Coconut Creek Police Department
4800 West Copans Road
Coconut Creek, FL 33063

**Re: Agreement with Palm Beach County for Interoperable
Communications through the County's 800MHz Radio System**

Dear Chief Raggio:

Attached please find a fully executed agreement between Palm Beach County and the Coconut Creek Police Department allowing interoperable communications by use of the common talk groups through the County's 800MHz radio system. The effective date of the agreement is July 21, 2009.

If you have any questions, please feel free to call either myself (233-0204) or Mark Filla at 233-0837.

Sincerely,

Audrey Wolf, Director
Facilities Development & Operations

sab/attachment

copy: Mark Filla, 800MHz System Administrator

"An Equal Opportunity
Affirmative Action Employer"

R 2009 11 73

AGREEMENT

THIS AGREEMENT, made and entered into this ^{JUL 21 2009}, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the CITY OF COCONUT CREEK, FLORIDA, a municipal corporation ("City")

WITNESSETH

WHEREAS, the County and the City are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the City; and

WHEREAS, the County has purchased, designed, installed, and operates an 800 MHz Trunked Radio System that supports the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the City have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the City can access the Common Talk Groups established on the County's Radio System to receive the public safety benefit of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately:

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows.

SECTION 1: PURPOSE

- 1.01 The purpose of this Agreement is to set forth the parameters under which the County will provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use and the ability of the City to participate in the operational decisions relating to the use of the Common Talk Groups.
- 1.02 Definitions
 - 1.021 Common Talk Groups: Talk groups established on the County's communications system that are made available to County Agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and executing of on-scene operations.

- 1.022 **County Talk-Groups:** Talk groups established on the County's communication system that are made available to county agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.
- 1.023 **City Equipment:** Also known as "agency radios", are City owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's 800 MHz Trunked Radio System.
- 1.024 **Radio Alias:** The unique name assigned to an operators radio that displays on the dispatchers console when a radio transmits.
- 1.025 **System:** The 800 MHz Trunked Radio System funded, purchased, installed, maintained and owned by the County.
- 1.026 **System Administrator:** An employee within the County's Electronic Services Division of the Facilities Development & Operations Department responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this agreement.

SECTION 2: ADMINISTRATION OF THE COUNTY'S 800 MHz SYSTEM AND USE PROCEDURES

- 2.01 The Palm Beach County Electronic Services Division's 800 MHz System Administrator will be the City's day to day contact and can be reached at 561-233-0837. The Electronic Services Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center on 561-712-6428 and the appropriate contact will be made.
- 2.02 The Network Administration Plan identifies the general procedures for the management of the system and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio Steering Committee (CRSSC) which is responsible for overseeing and implementing the policies and procedures for the County's 800 MHz Trunked Radio System.
- 2.03 The City shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the City by the System Administrator. The City agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County System.

SECTION 3: COUNTY EQUIPMENT & RESPONSIBILITIES

- 3.01 The County System consists of ten (10) 800 MHz transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

- 3.02 The County System provides seamless County-Wide portable and mobile radio coverage for the Common Talk Groups. The radio coverage for the Common Talk Groups is identical to that of other County Talk Groups that reside on the County 800 MHz Trunked Radio System.
- 3.03 The County shall be responsible for the maintenance and operation of the County Radio System, including all costs associated with permitting and licensing.
- 3.04 The County shall maintain the coverage within the City municipal boundaries as described in the County's contract with Motorola R98-2006D throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The City shall be notified within a reasonable period of time in advance of scheduled preventive maintenance.
- 3.05 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies set forth in Attachment I.

SECTION 4: CITY EQUIPMENT AND RESPONSIBILITIES

- 4.01 The City's equipment will be 800 MHz. mobile, portable, and control station equipment programmed to be used on the County's 800 MHz Trunked Radio System. The equipment used will be compatible with Motorola 800 MHz SmartNet and/or SmartZone communication systems. The City will be required to keep its equipment in proper operating condition and the City is responsible for maintenance of its radio equipment.
- 4.02 The City will only program the Common Talk Groups and the individual unit ID numbers assigned by the System Administrator as part of this Agreement. The City will **not** program into its radios County operational talk groups without a letter of authorization or a signed agreement from the County.
- 4.03 The City shall provide the County with a list of persons/positions which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the City or its service provider until requested and approved in writing by the System Administrator.
- 4.04 The City shall receive certain access codes to the County's System to enable the common talk groups to be programmed into their equipment. The access codes are to be treated as confidential information and the City is responsible to safeguard the code information from release to unauthorized parties. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County will be kept confidential by the City and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall be and remain the County's property and may only be reproduced or distributed with the written permission of the County. The City agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.
- 4.05 Access and programming codes will only be released to; 1) service staff employed by the City, 2) approved commercial service providers under contract with the City, or 3) County departments (PBSO, Fire Rescue and/or County Communications), or 4) another City that has in-house service personnel and an agreement with the County.

- 4.06 The County will approve all commercial service providers upon review of whether the contract terms between the City and the commercial service provider are adequate to protect the County's radio system from misuse, harm or release of access and programming codes to unauthorized persons.
- 4.07 The City will be responsible for ensuring that the commercial service provider adheres to the terms of this agreement pertaining to the proper use of access/programming codes and radio use.
- 4.08 The City is solely responsible for the performance and the operation of the City equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning City owned equipment, the County will request the City discontinue use of the specific device until the repairs are completed. The County may, at its discretion, disable the equipment from the System after properly notifying the City in writing if the device is causing interference to the System.
- 4.09 In the case of lost or stolen equipment, the City will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Administrator will advise back via e-mail when the radio has been disabled. A request by the City to re-activate a disabled unit will also be required in writing by e-mail or fax to the System Administrator.

SECTION 5 SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY CITY

- 5.01 The City will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the Common Talk Groups. The City will provide the following information to the County:
1. Radio manufacturer and model numbers.
 2. Radio serial numbers.
 3. Requested Aliases to be programmed.

The System Administrator will then compile this information and transmit back to the City a matrix of the County-Wide talk groups, aliases, and radio ID numbers prior to the City's radios being activated on the County's 800 MHz system. The City is responsible for adhering to the Talk-Group and Radio ID allocations established by the County. The Talk-Group and Radio ID allocations are shown on Attachment II.

SECTION 6: UTILIZATION AND MONITORING OF COMMON TALK GROUPS

- 6.01 The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agencies radios. Usage of the Common Talk Groups is authorized to coordinate a multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security, landing zone communications requiring participation of multiple agencies and disciplines..

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failures of their own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Administrator. Once approved by the System Administrator, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

- 6.02 The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicate talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, or as an additional dispatch, administrative, or car to car talk group for a single agency.
- 6.03 Agencies requesting to utilize the Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective dispatch center and to respond to calls for assistance from field units. The dispatch centers which combine more than one discipline in their dispatch center are required to monitor the disciplines which are dispatched. Agencies which do not utilize their own dispatch center are not required to monitor the Calling Talk Group.

SECTION 7: INDEMNIFICATION AND LIABILITY

The County makes no representations about the design or capabilities of the County System. The City has decided to enter into this Agreement and use the County's system on the basis of having interoperability with the County and/or other municipalities during times of mutual aid and/or joint operations. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgement or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the City which is providing such service and not with the other party to the Interoperability Agreement.

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence in connection with this Agreement, and County shall indemnify, defend and hold harmless the City against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

The terms and conditions of this Interoperability Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the City waive all remedies with respect to each other, including, but not limited to, consequential and incidental damages, but this waiver shall not apply to third parties. The County agrees to use its best reasonable efforts to provide the City with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the radio communication system, or its fitness for the communication needs of the City.

SECTION 8: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 9: TERM OF AGREEMENT

The initial term of this Agreement is for five (5) years and shall commence immediately upon execution of this Agreement. The Agreement may be renewed for three (5) year terms thereafter. At least six months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. Such Renewal Amendment will require approval of both parties and the County may not unreasonably withhold its approval of the Renewal Amendment.

SECTION 10: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 11: TERMINATION

This Agreement can be terminated by either party, with or without cause upon 10 days written notice. Upon request of termination by the City, the System Administrator will proceed to disable the City's radios from the County's System. It will be the responsibility of the City to reprogram the City's radios removing the County's System information from the radios. The City will complete reprogramming the City's radios within 60 days of the date of termination. Cities with greater than 100 radios will be given 90 days to re-program its radios.

SECTION 12: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

800 MHZ System Administrator
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the City:

City Manager, David J. Rivera
City of Coconut Creek

City Attorney, Paul S. Stuart
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

SECTION 13: APPLICABLE LAW/ENFORCEMENT COSTS

This agreement shall be governed by the laws of the State of Florida.

SECTION 14: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 15: ENTIRE AGREEMENT

This Agreement and any Attachments attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and City concerning access to the Common Talk Groups, All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or City unless reduced to writing and signed by them.

SECTION 16: DELEGATION OF DUTY


Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of County or City officers.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

R 2009 11 73 JUL 21 2009

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER


PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

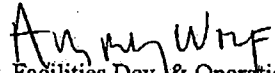
By: 
Deputy Clerk

By: 
John J. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS
AND CONDITIONS

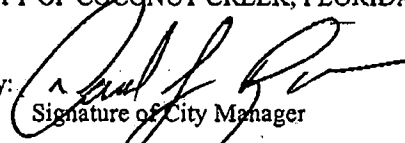
By: 
Asst. County Attorney

By: 
Dir. Facilities Dev. & Operations

ATTEST:

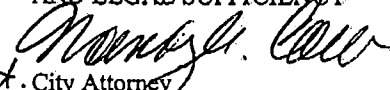
CITY OF COCONUT CREEK, FLORIDA

By: 
City Clerk

By: 
Signature of City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: **DAVID J. RIVERA**
Printed Name of City Manager


City Attorney
NANCY A. COUSINS

H:\Ndolan\Talk Group Agreements\coconut creek tg agmt manager.wpd

PALM BEACH COUNTY

800 MHz System

TALK -GROUP / UNIT ALLOCATION TABLE

Talk Group and Unit ID Ranges

Range	Talk Group		Talk Group Quantity	Modulation	Radio ID	Radio ID	Radio ID Quantity
	Range Start	Range End			Range Start	Range End	
1	800001	800507	253	Digital	700000	708127	8127
2	800508	800511		2 Res. for Sys.	708128	708191	63
3	800512	801535	512	Resd. Future	708192	724575	16383
4	801536	802559	512	Analog	724576	740959	16383
5	802560	804095	768	Analog	740960	765534	24574
		Total:	2048			Total:	65530*

* system limitation



ANNOUNCEMENT GROUPS	Analog	50	801537	801635	N/A	N/A	N/A		
ANNOUNCEMENT GROUPS	Digital	7	800001	800013	N/A	N/A	N/A		
PALM BEACH COUNTY AGENCIES									
Palm Beach County Sheriff's Office	PBSO	Analog	250	801637	802135	6000	724576	730575	1
Palm Beach County Sheriff's Office COP	PBSO	Analog				250	757864	758113	12
Palm Beach County Sheriff's Office	PBSO	Digital	50	800101	800199	1000	700000	700999	1
Palm Beach County Fire-Rescue	PBFR	Analog	120	802137	802375	3000	730576	733575	1
Palm Beach County EMS	PBEMS	Analog	50	802377	802475	1000	733576	734575	1
Palm Beach County Public Works	PBPW	Analog	100	802477	802675	4500	734576	739075	1
Palm Beach County Public Works	PBPW	Digital	20	800293	800331	100	704024	704123	
NORTH COUNTY GROUP									
Town of Juno Beach	TJB	Analog	5	802677	802685	100	739076	739175	7
Town of Juno Beach	TJB	Digital	1	800015	800015	10	704124	704133	10
Town of Jupiter	TJP	Analog	30	802687	802745	600	739176	739775	7
Town of Jupiter	TJP	Digital	2	800017	800019	60	704134	704193	10
Town of Jupiter Inlet Colony	TJIC	Analog	2	802747	802749	40	739776	739815	7
Town of Jupiter Inlet Colony	TJIC	Digital	1	800021	800021	4	704194	704196	10
Town of Lake Park	TLP	Analog	20	802751	802789	400	739816	740215	3,6
Town of Lake Park	TLP	Digital	1	800023	800023	40	704197	704236	10
Village of North Palm Beach	NPB	Analog	10	802791	802809	200	740216	740415	7
Village of North Palm Beach	NPB	Digital	1	800025	800025	20	704237	704256	10
City of Palm Beach Gardens	PBG	Analog	60	802811	802929	1200	740416	741615	3,6
City of Palm Beach Gardens	PBG	Digital	3	800027	800031	120	704257	204376	10
Village of Tequesta	VOT	Analog	10	802931	802949	200	741616	741815	8
Village of Tequesta	VOT	Digital	1	800033	800033	20	704377	704396	10

Attachment 1

PALM BEACH COUNTY
800 MHz RADIO COMMUNICATIONS SYSTEM
POLICIES AND PROCEDURES

June 2002

Policy / Procedure Title	Last Revision Date
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of 800 MHz System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. 800 MHz Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the 800 MHz System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of 800 MHz System During Times of Catastrophic Failure, which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. Network Maintenance and Administration Plan	Jun. 6, 2002

PALM BEACH COUNTY

800 MHz System

TALK -GROUP / UNIT ALLOCATION TABLE

NORTH CENTRAL GROUP									
Town of Cloud Lake	TCL	Analog	2	802951	802953	40	741816	741855	5
Town of Cloud Lake	TCL	Digital	1	800035	800035	4	704397	704400	10
City of Glen Ridge	CGR	Analog	2	802955	802957	40	741856	741895	5
City of Glen Ridge	CGR	Digital	1	800037	800037	4	704401	704404	10
Town of Mangonia Park	TMP	Analog	3	802959	802863	60	741896	741955	7
Town of Mangonia Park	TMP	Digital	1	800039	800039	6	704405	704410	10
Town of Palm Beach	TPB	Analog	25	802965	803013	500	741956	742455	3,6
Town of Palm Beach	TPB	Digital	1	800041	800041	50	704411	704460	10
City of Palm Beach Shores	PBS	Analog	3	803015	803019	60	742456	742515	5
City of Palm Beach Shores	PBS	Digital	1	800043	800043	6	704461	704466	10
City of Riviera Beach	CRB	Analog	30	803021	803079	600	742516	743115	7
City of Riviera Beach	CRB	Digital	2	800045	800047	60	704467	704526	10
City of West Palm Beach	WPB	Analog	100	803081	803279	2010	743116	745125	7
City of West Palm Beach	WPB	Digital	6	800049	800059	200	704527	704726	10
SOUTH CENTRAL GROUP									
City of Atlantis	COA	Analog	3	803281	803285	60	745126	745185	7
City of Atlantis	COA	Digital	1	800061	800061	6	704727	704732	10
City of Greenacres	CGA	Analog	7	803287	803299	140	745186	745325	7
City of Greenacres	CGA	Digital	1	800063	800063	14	704733	704746	10
City of Greenacres	CGA	Analog				100	756516	756615	
Town of Haverhill	THH	Analog	2	803301	803303	40	745326	745365	5
Town of Haverhill	THH	Digital	1	800065	800065	4	704747	704750	10
Town of Hypoluxo	THP	Analog	3	803305	803309	60	745366	745425	5
Town of Hypoluxo	THP	Digital	1	800067	800067	6	704751	704756	10
Town of Lake Clarke Shores	TLCS	Analog	2	803311	803313	40	745426	745465	7
Town of Lake Clarke Shores	TLCS	Digital	1	800069	800069	4	704757	704761	10
City of Lake Worth	CLW	Analog	30	803315	803373	600	745466	746065	7
City of Lake Worth	CLW	Digital	2	800071	800073	60	704762	704821	10
Town of Lantana	TLA	Analog	5	803375	803383	100	746066	746165	2
Town of Lantana	TLA	Digital	1	800075	800075	10	704822	704831	10
Town of Loxahatchee Groves	TLO	Analog	2	804027	804029	20	758114	758133	8
Town of Manalapan	TMN	Analog	2	803385	803387	40	746166	746205	7
Town of Manalapan	TMN	Digital	1	800077	800077	4	704832	704835	10
Village of Palm Springs	VPS	Analog	6	803389	803399	120	746206	746325	2
Village of Palm Springs	VPS	Digital	1	800079	800079	12	704836	704847	10
Village of Royal Palm Beach	RPB	Analog	18	803401	803435	360	746326	746685	7
Village of Royal Palm Beach	RPB	Digital	1	800081	800081	36	704848	704833	10

Revised: 6/25/2009

PALM BEACH COUNTY

800 MHz System

TALK-GROUP / UNIT ALLOCATION TABLE

Town of South Palm Beach	SPB	Analog	2	803437	803439	40	746686	746725	7
Town of South Palm Beach	SPB	Digital	1	800083	800083	4	704884	704887	10
Village of Wellington	VOW	Analog	10	803441	803459	200	746726	746925	5
Village of Wellington	VOW	Digital	1	800085	800085	20	704888	704907	10
SOUTH COUNTY GROUP									
City of Boca Raton	CBR	Analog	40	803461	803539	800	746926	747725	3
City of Boca Raton	CBR	Analog				100	755816	755915	
City of Boca Raton	CBR	Analog				200	756616	756815	
City of Boca Raton	CBR	Digital	40	800365	800443	800	701000	701799	10
City of Boca Raton	CBR	Digital	-	-	-	100	704982	705081	
City of Boca Raton	CBR	Digital	-	-	-	500	705332	705831	
City of Boynton Beach	CBB	Analog	26	803541	803591	520	747726	748245	3
City of Boynton Beach	CBB	Analog				100	755916	756015	
City of Boynton Beach	CBB	Digital	32	800445	800507	800	701800	702599	10
City of Boynton Beach	CBB	Digital	8	800347	800363				
Town of Briny Breezes	TBB	Analog	-	-	-	-	-	-	4
City of Delray Beach	CDB	Analog	20	803593	803631	400	748246	748645	3,6
City of Delray Beach	CDB	Digital	46	800201	800291	920	702600	703519	
Village of Golf	VOG	Analog	2	803753	803755	40	749846	749885	5
Village of Golf	VOG	Digital	1	800087	800087	4	704908	704911	10
Town of Gulf Stream	TGS	Analog	2	803757	803759	40	749886	749925	2
Town of Gulf Stream	TGS	Digital	1	800089	800089	4	704912	704915	10
Town of Highland Beach	THB	Analog	2	803761	803763	40	749926	749965	5
Town of Highland Beach	THB	Digital	1	800091	800091	4	704916	704919	10
Town of Ocean Ridge	TOR	Analog	5	803765	803773	100	749966	750065	7
Town of Ocean Ridge	TOR	Digital	1	800093	800093	10	704920	704929	10
WEST COUNTY GROUP									
City of Belle Glade	CBG	Analog	18	803775	803809	360	750066	750425	7
City of Belle Glade	CBG	Digital	1	800095	800095	36	704930	704965	10
City of Pahokee	CPK	Analog	4	803811	803817	80	750426	750505	7
City of Pahokee	CPK	Digital	1	800097	800097	8	704966	704973	10
City of South Bay	CSB	Analog	4	803819	803825	80	750506	750585	2
City of South Bay	CSB	Digital	1	800099	800099	8	704974	704981	10

RESOLUTION NO. 2009-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BY AND BETWEEN THE CITY AND PALM BEACH COUNTY; FOR ACCESS TO THE COMMON TALK GROUPS ON THE COUNTY'S 800 MHz RADIO SYSTEM; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City and the County have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both parties to execute this Agreement, which sets forth the parameters under which the City can access the Common Talk Groups established on the County's radio system to receive the public safety benefit of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and approves the attached Agreement between the City and Palm Beach County and hereby authorizes the City Manager to execute said Agreement.

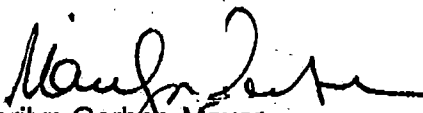
Section 3: That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 11th day of June, 2009, on a motion by
Commissioner Tooley and seconded by Vice Mayor Aronson

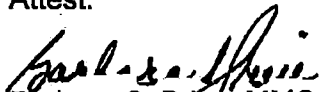
Ayes 5

Nays 0

Absent or
Abstaining 0


Marilyn Gerber, Mayor

Attest:


Barbara S. Price, MMC
City Clerk

Gerber	<u>Aye</u>
Aronson	<u>Aye</u>
Sarbone	<u>Aye</u>
Tooley	<u>Aye</u>
Belvedere	<u>Aye</u>



**TRANSMITTAL SHEET
APPROVED CITY COMMISSION AGENDA ITEM**

DATE:

6/17/09

TO:

Capt Steve Devine

FROM:

Barbara Price, City Clerk

RE:

Common Talk Agm - w/ Palm Beach Co

Motion/Ordinance/Resolution No. *2009-59*, was approved by the City Commission on *6/11/09*, a copy of which is attached. Please follow the instructions below:

CITY CLERK ACTION TAKEN:

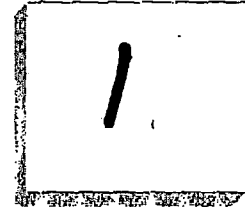
1. Attached is a copy of the resolution and agreement, along with a copy of City Clerk transmittal correspondence to other party. Upon return of fully-executed document, a copy will be provided to you.
2. Attached is a copy of resolution/ordinance and document that has been sent for recordation in the public records. Upon return of recorded document, a copy will be provided to you.

DEPARTMENT ACTION NEEDED:

- ✓ 1. Attached is a copy of the resolution along with 3 originals of the agreement. Please transmit the agreements to other party(ies) for signature(s) and, upon your receipt of the fully-executed original, return at least one original to me for the City's records. Please copy me on your transmittal correspondence.
2. Attached is copy of the resolution/ordinance; document is fully-executed and ready for transmittal to other party. Please copy me on your transmittal correspondence. An original of the document is on file in the City Clerk's Office.



**COCONUT CREEK
CITY COMMISSION
AGENDA ITEM REPORT**



DATE: June 11, 2009

ITEM:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT FOR ACCESS TO THE COMMON TALK GROUPS ON PALM BEACH COUNTY'S 800 MHZ RADIO SYSTEM BETWEEN THE CITY OF COCONUT CREEK AND PALM BEACH COUNTY. (RESOLUTION NO. 2009-59)

SUMMARY:

Lesley/Alonson 5-0vick

This Agreement provides access to the Common Talk Groups on Palm Beach County's 800 MHz radio system, which will provide critical interoperable communications between municipalities and county agencies in this Agreement.

Staff recommends approval of the proposed Resolution.

DEPARTMENT: Police