

MEMORANDUM OF UNDERSTANDING
BETWEEN
LEVY COUNTY
AND
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: DMS-24/25-311

This Memorandum of Understanding ("Agreement") is made and entered into by and between the State of Florida, Department of Management Services ("DMS"), a State agency, located at 4030 Esplanade Way, Tallahassee, Florida 32399-7016, and Levy County ("County"), a political subdivision created pursuant to Florida Statutes ("F.S."), Located at, hereinafter referred to collectively as the "Parties", and individually as a "Party".

WITNESSETH:

WHEREAS, DMS has been directed by the Florida Legislature to operate the Statewide Law Enforcement Radio System ("SLERS") to serve both law enforcement units of state agencies, and to serve local law enforcement agencies through mutual aid channels pursuant to section 282.709, F.S.; and

WHEREAS, the County and DMS are in the process of constructing new and independent Project 25 ("P25") radio systems and desire to work cooperatively to allow interoperability between their respective radio systems; and

WHEREAS, the County and DMS wish to connect their independent radio systems to expand the coverage area for radio communications, provide enhanced interoperability, inclusive of automatic roaming capabilities during regular operations, mutual aid events and emergencies; and

WHEREAS, all personnel and contractors necessary to operate, improve, and maintain each entity's P25 system shall be under the direction of that entity and shall be responsible for the same; and

WHEREAS, improvements or maintenance of each entity's P25 system and any added common components shall be by the manufacturer, manufacturer certified technician or other contractor approved by that respective entity; and

WHEREAS, the County and DMS desire to link their independent P25 radio systems core to core via an Inter-RF Subsystem Interface ("ISSI");

NOW THEREFORE, in consideration of the mutual benefits and the good and valuable consideration acknowledged hereto by the Parties, it is mutually agreed as follows:

I. PURPOSE:

The Purpose of this Agreement is to establish terms and conditions for the County and DMS to work cooperatively to implement and manage an ISSI connection between their respective independent P25 systems. The ISSI connection will allow the Parties to maintain communications

with their respective systems when users travel outside their home system coverage area without changing talkgroups on their portable or mobile radios.

II. ACCESS TERMS:

- a. DMS shall allow the County access to the P25 Statewide Law Enforcement Radio System ("SLERS-2") interoperability and interagency talkgroups as detailed in Attachment B – SLERS-2 Interlocal (IL) and Interagency (IA) Talkgroups.
- b. The County shall allow DMS and SLERS users access to the County's P25 interoperability and interagency talkgroups as detailed in Attachment C – County P25 IL and IA Talkgroups.
- c. DMS shall allow the County's P25 talkgroups to be configured with roaming capabilities onto the SLERS-2 via an ISSI connection, as detailed in Attachment D – County to SLERS-2 ISSI talkgroups.
- d. The County shall allow SLERS-2 P25 talkgroups to be configured with roaming capabilities onto the County P25 system via an ISSI connection, as detailed in Attachment E – SLERS-2 to County ISSI talkgroups.
- e. The County and DMS shall manage the day-to-day operations of their own P25 radio system infrastructure and user equipment. All personnel and contractors necessary to operate, improve, and maintain each Party's respective P25 systems shall be under the direction of that respective Party and shall be responsible for the same. Improvements or maintenance of each Party's respective P25 system and any added common components shall be by the manufacturer, manufacturer certified technician or other contractor approved by that respective Party.

III. SYSTEM UPGRADES:

The County and DMS shall coordinate P25 system software and hardware upgrades to preserve ISSI roaming and interoperability functions throughout the term of this Agreement.

IV. TALKGROUP AND USER IDENTIFICATION:

The County and DMS shall coordinate and share P25 talkgroup, unit identification, and alias assignments to quickly identify roaming users on each system throughout the term of this Agreement.

V. SYSTEM INTERCONNECTIONS:

- a. The County will be responsible for the transport and configuration costs required to connect the County's P25 system to the SLERS-2 P25 system via ISSI throughout the term of this Agreement.
- b. DMS will be responsible for any costs associated with configuring and administrating the SLERS-2 ISSI connection to the County P25 system throughout the term of this Agreement.

VI. COMPENSATION:

Due to the common interests and collaborative intentions of DMS and the County, neither Party shall be entitled to receive monetary compensation from the other under this Agreement. Each Party is responsible for its own costs associated with this Agreement.

VII. TERM:

The term of this Agreement shall be for a period of five (5) years, commencing on the date the Agreement is fully signed and executed by both Parties. This Agreement will terminate upon expiration unless earlier terminated in accordance with the provisions of this Agreement, or upon mutual consent of the Parties. This Agreement may be renewed for a period of three (3) years by written agreement of the Parties. Both parties shall have the right to terminate this Agreement for good cause shown upon giving ninety (90) days' advance written notice to the other party by nationally recognized overnight delivery service, receipt requested.

VIII. POINTS OF CONTACT AND NOTICE:

Points of Contact for the Parties are set forth below. The Parties shall direct all matters, including notices, to the attention of the Points of Contact for attempted resolution or action. With the exception of emergency notices as addressed in Section 6., Emergency Notice, Attachment A, Special Conditions For The State Of Florida, all notices under this Agreement shall be in writing and shall be deemed received if sent by email to the address listed below or if delivered by nationally recognized overnight delivery service, receipt requested, on the delivery date. The Points of Contact shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

DMS Primary Agreement Contact:

Sunshine Donaldson, FCCM, Contract and Project Manager
Division of Telecommunications (DivTel)
Department of Management Services
850-329-9217 (office)
4030 Esplanade Way, Suite 180
Tallahassee, FL 32399
Email: Sunshine.Donaldson@dms.fl.gov

With a copy to: SLERS Radio Systems Manager
Email: Doug.Whitfield@dms.fl.gov

Levy County Primary Contact:

Clayton Drew
Communication System Manager
Levy County Department of Public Safety
1251 NE CR 343 Bronson, FL 32621
PO BOX 448 Bronson, FL 32621
352-486-5209

Email: cdrew@levydps.com

Either Party may update its contact information for this purpose by delivering written notice of such change to the other Party as provided above.

IX. INDEMNIFICATION:

Each Party will be solely responsible for its own act(s) or omission(s) (or those of its employees, contractors, representatives, and agents) and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect act caused or alleged to have been caused by that Party (or its employees, contractors, representatives, and agents) in the performance or omission of any act or responsibility of that party under this Agreement. Nothing contained herein shall be construed as a waiver, express or implied, by DMS or the County of their sovereign immunity or the provisions of Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. Nothing contained herein shall be construed as consent to be sued by third parties. All damage caused by acts, omissions to act or negligence shall be restored by the Party causing same.

X. WAIVER:

A Party's delay in exercising, or failure to exercise, any right, power, or privilege provided for in this Agreement will not be deemed a waiver thereof. In the event of an explicit waiver by either Party of a breach of any provision of this Agreement, such waiver shall not operate or be construed as a waiver of any subsequent breach by that same Party.

XI. SEVERABILITY:

Any provisions of this Agreement held to be invalid or unenforceable under the laws of the State of Florida shall be ineffective to the extent of such violation without invalidating the remaining provisions of this Agreement.

XII. MISCELLANEOUS:

Nothing contained herein shall be construed as creating any principal-agent relationship between the Parties. The Parties shall have the right to incorporate into and make a part of this Agreement such conditions, changes, or modifications which are, or may hereafter become necessary to comply with any requirement or decision of the FCC so as not to prejudice or cause the termination of any Party's FCC communications authorization.

XIII. ENTIRE AGREEMENT:

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. Any changes to this Agreement must be made in writing and signed by the Parties.

XIV. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Florida and the venue for suit arising out of this Agreement shall be in the appropriate state court in Leon County, Florida.

XV. AVAILABILITY OF FUNDS:

Notwithstanding any provision herein to the contrary, this Agreement is subject to the availability of funds appropriated by the Legislature of the State of Florida and the Levy County Board of County Commissioners.

XVI. SUCCESSORS:

This Agreement shall bind the successors and assigns of the Parties.

SIGNATURE PAGE FOLLOWS

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

LEVY COUNTY,
A political subdivision of the State of Florida

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Signature

Signature

Print Name

Print Name

Chairman, Board of County Commissioners

Title

Date

Date

Signature

Signature

Print Name

Print Name

Clerk of the Court and Ex-Officio Clerk to the Board

Title

Date

Date

Approved as to Form and Legality

Signature

Signature

Print Name

Print Name

County Attorney

Title

Date

Date

ATTACHMENT A
SPECIAL CONDITIONS FOR THE STATE OF FLORIDA

Capitalized terms within this document are as defined in the Agreement unless otherwise indicated. In the event of a conflict between the Agreement and this Attachment A, this Attachment A shall take precedence.

WHEREAS, the services necessary for the operation of the “statewide radio communications system to serve law enforcement units of state agencies, and to serve local law enforcement agencies through mutual aid channels” is authorized under section 282.709, (F.S.); and

WHEREAS, the Department is authorized to enter into the Agreement pursuant to section 282.702, F.S.

1. APPROPRIATION:

Pursuant to section 255.2502, F.S., the State of Florida’s performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Legislature. Likewise, the County’s performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Levy County Board of County Commissioners

2. PUBLIC RECORDS:

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Parties shall maintain and allow access to public records made or received in conjunction with the Agreement. A violation of Chapter 119 may constitute a material violation of this Agreement.

The Parties acknowledge that pursuant to section 119.071(3)(e), F.S., building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the structural elements of 911, E911, or public safety radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911, or public safety radio communication services, or other 911, E911, or public safety radio communication structures or facilities owned and operated by an agency are exempt from section 119.07(1), F.S. and section 24(a), Art 1. of the State Constitution.

3. INSURANCE:

For purposes of any required insurance, DMS, as an agency of the State, may satisfy such obligations by self-insuring, pursuant to sections 440.38 and 768.28, F.S. Proof of self-insurance shall be made available upon request.

4. COOPERATION WITH THE INSPECTOR GENERAL:

The County understands it, and its subcontractors’ (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. CONTRACTORS AND SUBCONTRACTORS:

The Parties agree that DMS may meet its obligations under the Agreement through its contractors, including but not limited to utilities, construction, installation, and other work pursuant to Contract No. DMS-20/21-162.

6. EMERGENCY NOTICE:

In the event of an emergency regarding DMS facilities and operations, when providing notice under Section VIII., Points of Contact and Notice, of the Agreement, would not elicit a fast enough response, the County shall call both of the following phone numbers and state the immediate need for assistance:

SLERS 24-7 Network Operations Center
Telephone: (866) 537-7763

Doug Whitfield, SLERS System Manager
Telephone: (850) 445-4830

In the event of an emergency regarding County facilities and operations, when providing notice under Section VIII., Points of Contact and Notice, of the Agreement, would not elicit a fast enough response, the DMS shall call both of the following phone numbers and state the immediate need for assistance:

Levy County Sheriff's Office Communications Division
Telephone: (352) 486-5111

Clayton Drew, Levy County Communications System Manager
Telephone: (352) 486-5209

7. ATTORNEYS' FEES:

Except as otherwise provided by law, the Parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of the Agreement.

THIS SPACE LEFT INTENTIONALLY BLANK

Attachment B
SLERS-2 IL and IA Talkgroups

Talkgroup Name	Talkgroup ID	Talkgroup Description

This Attachment contains sensitive Public Safety Radio Communication System Infrastructure Information that, pursuant to section 119.071(3)(e), Florida Statutes, is exempt from section 119.07(1), F.S. and section 24(a), Art. 1 of the State Constitution.

Attachment C
COUNTY P25 IL and IA Talkgroups

Talkgroup Name	Talkgroup ID	Talkgroup Description

This Attachment contains sensitive Public Safety Radio Communication System Infrastructure Information that, pursuant to section 119.071(3)(e), Florida Statutes, is exempt from section 119.07(1), F.S. and section 24(a), Art. 1 of the State Constitution.

Attachment D
COUNTY to SLERS-2 ISSI Talkgroups

Talkgroup Name	Talkgroup ID	Talkgroup Description

This Attachment contains sensitive Public Safety Radio Communication System Infrastructure Information that, pursuant to section 119.071(3)(e), Florida Statutes, is exempt from section 119.07(1), F.S. and section 24(a), Art. 1 of the State Constitution.

Attachment E
SLERS-2 to COUNTY ISSI Talkgroups

Talkgroup Name	Talkgroup ID	Talkgroup Description

This Attachment contains sensitive Public Safety Radio Communication System Infrastructure Information that, pursuant to section 119.071(3)(e), Florida Statutes, is exempt from section 119.07(1), F.S. and section 24(a), Art. 1 of the State Constitution.