

## RESOLUTION 2023-463

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE AND DELIVER AN INTERLOCAL AGREEMENT BETWEEN CITY OF JACKSONVILLE BEACH AND ST. JOHNS COUNTY, FLORIDA AS AUTHORIZED BY SECTION 163.01, FLORIDA STATUTES, FOR USE OF COUNTY RADIO SYSTEM FOR COMMUNICATIONS

### RECITALS

**WHEREAS**, St. Johns County (“County”) through its Fire Rescue Department has developed and implemented an intergovernmental radio system with both open and encrypted radio channels for the expressed use of local public safety agencies (“Radio System”); and

**WHEREAS**, County owns and maintains radio equipment on the tower located at 294 ATP Tour Boulevard, Ponte Vedra Beach, FL 32080 (hereafter, “the Property”); and

**WHEREAS**, City of Jacksonville Beach (“City”) through its Beaches Energy Services (BES) provides electric service to the Property; and

**WHEREAS**, City has requested a dedicated frequency on the County’s Radio System for radio communications while operating within the southern portion of the City’s jurisdiction and the northern area of St. Johns County; and

**WHEREAS**, in exchange for use of a channel on the Radio System, City has agreed to compensate County by paying the County’s monthly electric bill for the Property to BES in a not to exceed amount of \$1,500.00; and

**WHEREAS**, section 163.01, Florida Statutes, permits 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**, the County has reviewed the terms, provisions, conditions, and requirements of the proposed Interlocal Agreement and finds that entering into such an agreement serves a public purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

**Section 1.** The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as legislative findings of fact.

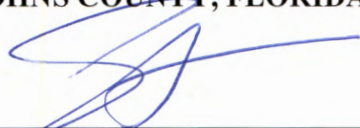
**Section 2.** There is hereby approved, and the County Administrator or designee, is authorized to execute and deliver, on behalf of the County, the Interlocal Agreement between the County and City of Jacksonville Beach, in substantially the same form as attached hereto, as authorized by Section 163.01, Florida Statutes.

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

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County Florida this 21st day of November, 2023.

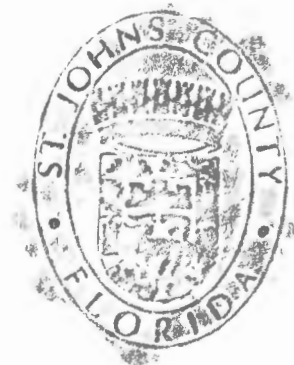
**BOARD OF COUNTY OF COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date: NOV 21 2023

By:   
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,  
Clerk of the Circuit Court and Comptroller

By: Crystal Smith  
Deputy Clerk





TO: Gene Paul N. Smith, Chief of Police  
FROM: J. Erin Citrullo, Communications Supervisor  
SUBJECT: Beaches Energy Radio Communications – Southern District  
DATE: Wednesday, August 16, 2023

On June 17<sup>th</sup>, a memorandum was sent to Beaches Energy Director Allen Putnam detailing the system issues and the current patch between SCADA dispatch and a backup channel on the COJ network, already programmed on the BES portables and mobiles.

As suggested in the memorandum, a meeting was held with COJ between myself, Wayne Hughes and the COJ Radio Manager Alexander Ciprian. During that meeting it was suggested that BES would need to pay the standard user fee to continue using the system in the way explained in the memorandum.

The standard fee for a COJ radio network user for FY24 is \$35.18 per month. BES has approximately 87 radios on the network. This would result in a fee of \$3,060 per month.

I reached out to Radio System Manager Lee Mathis with St. John's County. He offered to reserve a channel on his system for BES to use when in their southern district, which is within the county of St. Johns. We had five radios programmed with this channel to include two portables, two mobiles, and the police consolette currently used to patch the COJ channel with SCADA dispatch. Earlier this week we conducted testing and all transmissions were clear to the field user, SCADA dispatch and on the patch on the consolette.

St. John's County is not requesting user fees to use their system; however, we would like to create a formal MOU between the City of Jacksonville Beach and the St. Johns County Fire Rescue Department and/or the St. John's County Board of County Commissioners detailing this radio system patch. St. John's County does house radio equipment used to run their southern district at the tower located at 470 Stadium Course Way. This tower is powered by Beaches Energy Service. St. John's County has a BES account for this location under ID 1299820.

I am proposing an MOU between the listed parties where St. John's County provides a dedicated radio channel for BES, to be permanently patched to SCADA dispatch on our system using the APX Consolette listed in the original memorandum and the City of Jacksonville Beach provides the power for the radio equipment under the listed account.

The estimated costs for this solution include the original APX Consolette cost of \$14,035.21 detailed in the original memorandum, programming of every BES radio estimated between \$2,000 to \$3,000 total, and the monthly electric cost currently incurred on this account that range from \$775 - \$1,180 a month over the last twelve months.

This solution will provide stable and effective communications for our BES users when they travel to their most southern area in St. John's County.

**INTERLOCAL AGREEMENT  
BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA,  
AND  
THE CITY OF JACKSONVILLE BEACH**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into by and between the Board of County Commissioners of St. Johns County, Florida (hereinafter referred to as the “County”), and the City of Jacksonville Beach, Florida (hereinafter referred to as the “City”), for the purposes of interoperability while the City is performing work in St. Johns County.

**RECITALS**

**WHEREAS**, Florida Statutes, Section 163.01, entitled the “Florida Interlocal Cooperation Act of 1969” permits local government units to cooperate with other localities on a basis of mutual advantage 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**, the County owns and maintains a simulcast radio system with both open and encrypted radio channels; and

**WHEREAS**, the County owns and maintains radio equipment on the tower located at 294 ATP Tour Blvd., Ponte Vedra Beach, FL 32082 (hereafter, “the Property”), and that such location is within the jurisdictional boundaries of the County; and

**WHEREAS**, the City provides and delivers gas and/or electric services in the northeast sector of the County, including electric services to the Property; and

**WHEREAS**, the City and the County have determined that it is mutually advantageous for each of them to effectively respond to emergency calls and enhance coverage through the

interoperable public safety and law enforcement communications capabilities available through their respective service areas; and

**WHEREAS**, the most cost-effective means of enhancing such coverage is through the City's access and use of one or more of the County's radio channels available through the County's simulcast radio system.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree as follows:

**Section 1. Recitals.**

The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.

**Section 2. County Radio System.**

The County shall retain ownership, custody, and maintenance responsibilities of, and related to, the Property and the radio equipment and simulcast radio system operated from the Property. In exchange for the City's delivery and payment of electric services to the County at the Property, the County will provide to the City, at no charge, one (1) dedicated open radio frequency on the County's simulcast open radio system on which the City, through its employees, contractors, and agents may talk and share data in real time. The City will patch the County's channel to the City's dispatch channel, allowing interoperability when working in the northeast sector of the County. Neither the patch initiated and maintained by the City, nor the City's radio equipment is, or shall be, the responsibility of the County.

### **Section 3. Radio Equipment Room Power.**

The City will provide the electric services and power to the County's radio equipment room housed at the Property, currently listed under Beaches Energy Services ("BES") Customer ID 1299820-561120. The City shall provide and deliver said electric services and power to the Property through its meter identified as BES Customer ID 1299820-561120, and shall, on behalf of the County, pay the electric bill generated by usage of the meter identified as BES Customer ID 1299820-561120 for a period of time as long as, but no longer, than this agreement remains in effect, and provided further that the cost of said electric bill does not exceed \$1,500 in any given month. The County agrees that should its electric usage, as measured through BES Customer ID 1299820-561120, exceed \$1,500 in any given month, the City reserves the right to charge and invoice the County for the amount that exceeds \$1,500 and that payment of such amount billed shall be paid by the County to the City within 45 days from the date of such invoice. Nothing herein shall be construed to create, in law or equity, any credit, excess payment, right to setoff, or refund due to the County for the City's delivery of electric services to the Property should the cost of such not exceed \$1,500 in any given month. Further, nothing herein shall be construed as the City's agreement or promise to pay on behalf of the County any electric bill at the Property generated through usage of electric power measured through any meter other than that identified by BES Customer ID 129982-561120. Any addition and modification made by the County to the current configuration or operation of this radio equipment room that may foreseeably increase the expected electricity consumption amount must be communicated to and approved by the City prior to installation.

**Section 4. Effective Date, Term of Agreement, and Termination.**

The Agreement shall take effect upon date on which the last party signs the Agreement and shall continue in effect for a period of five years from that date, unless terminated in writing pursuant to the terms of this Agreement. This Agreement shall not automatically renew.

4.1 Termination for Convenience. Both parties shall retain the right to terminate this Agreement during the term for no reason or cause, upon 90 days' advance written notice to the other party.

4.2. Termination for Cause. The Agreement may also be terminated during the term upon a party's material breach of the Agreement.

For the County, a material breach shall be constituted by any one of the following:

- (1) Failure to provide or maintain radio equipment that is compatible with radio communications equipment utilized by the City;
- (2) Failure to provide, or, alternatively, withdrawing use of, a channel as agreed herein; or
- (3) Acting in a manner to delay, block or interrupt the City's transmissions on the channel herein provided.

For the City, a material breach shall be constituted by the following:

- (1) Billing the County for electric services delivered to the Property, and without having first applied the credit of the monthly monetary limit to the amount due for said services, as agreed herein.

In the event of a material breach, the parties agree that this Agreement may be terminated immediately after written notice of the breach and the breaching party's failure to cure said breach within 30 calendar days from the date of the written notice of breach. The Effective Date of

termination for a breach shall be 60 days from date of written notice of breach, if such breach was not cured within the 30 days provided in the written notice of breach.

**Section 5. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties hereto for the City's use of one dedicated open radio frequency of the County's simulcast radio system. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors. No statement, representation, writing, understanding, agreement, course of action, or course of conduct by any party, or any representative of any party, which is not expressed herein shall be binding. All changes to, additions to, modification of, or amendment to this Agreement, or any of the terms, provisions, and conditions thereof, shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto..

**Section 6. Assignment.**

The Agreement may not be transferred or assigned to another.

**Section 7. Recording of Agreement.**

Upon execution by the parties, the City shall record the Agreement in the Official Records of St. Johns County, Florida.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**SIGNATURES ON THE FOLLOWING PAGE**



IN WITNESS WHEREOF, the Parties, by and through their respective authorized representatives, have caused this Agreement to be executed on the day and year written below.

**ST. JOHNS COUNTY, FLORIDA**

**ATTEST:**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF JACKSONVILLE BEACH, FLORIDA**

**ATTEST:**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: Sheri Gosselin, City Clerk

Print: Christine H. Hoffman, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

Approved as to form and legal sufficiency:

Print: Michael J. Staffopoulos, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sandra R. Robinson, City Attorney