

RESOLUTION 21-19

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

WITNESSETH

This Interlocal Agreement, entered into this 27th 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 City of Mexico Beach, a municipal corporation of the State of Florida (“Mexico 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 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:

1. 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.

2. 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. 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. 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 MAINTENANCE 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**

ATTEST

By: _____
Robert Carroll, Chairman

By: _____
Bill Kinsaul, Clerk

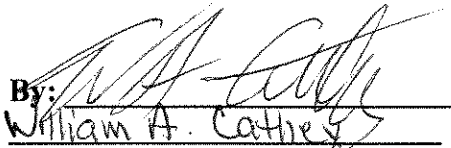
CITY OF PANAMA CITY

By: _____
_____, Mayor

ATTEST

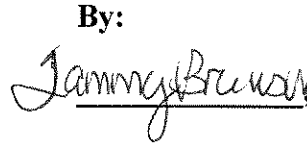
By: _____, Clerk

CITY OF MEXICO BEACH

By: 

William A. Cathey
_____, Mayor

ATTEST

By: 
_____, City Clerk