

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND LAKE EMERGENCY MEDICAL SERVICES, INC. AND
THE MUNICIPALITIES OF LAKE COUNTY AND
LAKE COUNTY SHERIFF PEYTON C. GRINNELL
FOR COUNTY-WIDE EMERGENCY NETWORK RADIOS**

THIS AMENDED and RESTATED INTERLOCAL AGREEMENT (“Agreement”) by and between Lake County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the “County”); Lake Emergency Medical Services, Inc., a Florida not for profit corporation, its successors and assigns (hereinafter referred to as “LEMS”); the undersigned parties, including certain municipalities organized and existing under the laws of the State of Florida (hereinafter referred to as “Municipalities”); and Lake County Sheriff Peyton C. Grinnell, an elected constitutional officer (hereinafter referred to as “Sheriff”) regarding County-wide emergency network radios. For purposes of this Agreement, the County, LEMS, Sheriff, and Municipalities shall collectively be referred to as “the parties”. Sheriff, Municipalities, and LEMS shall collectively be referred to as the “Agencies” or where singular, an “Agency”.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, certain parties to this agreement previously entered into an *Interlocal Agreement Between Lake County, Florida, Sheriff Gary Borders, Municipalities, The Villages Center Community Development District, Lake Sumter EMS, and the Florida Highway Patrol for County-wide Communications Systems* (hereinafter referred to as the “2007 County-Wide Agreement”) establishing a shared communications system to assist with inter-agency communications and County-wide emergency dispatching and response; and

WHEREAS, The Villages Center Community Development District and the Florida Highway Patrol are not a party to this Agreement because both previously terminated the 2007 County-Wide Agreement and returned all radios pursuant to the old agreement; and

WHEREAS, it has continually been beneficial for the law enforcement, fire/rescue, and emergency management entities of the subscribed jurisdictions to participate in a County-wide Communications System which encompasses governmental services; and

WHEREAS, the parties to this Interlocal Agreement desire to continue to utilize a shared communications system; and

WHEREAS, there is a need to acquire new emergency network radios to operate on the shared communications system; and

WHEREAS, the County has publically solicited competitive proposals and there is a costs-savings for the parties to join together in acquisition of the emergency network radios from the selected vendor; and

WHEREAS, the County is willing to purchase, acquire, and distribute the emergency network radios on behalf of the Agencies, pursuant to the terms of this Agreement; and

WHEREAS, this Agreement provides the ability for an Agency to refrain from acquisition of emergency network radios if an Agency so elects and notifies the County; and

WHEREAS, entry of this Agreement is in the best interests of the parties.

NOW THEREFORE, for and in consideration of the mutual understandings, conditions, payments, and covenants provided for herein, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein.

2. Purpose. The purpose of this Agreement is to set forth an arrangement whereby the County will purchase new emergency network radios to benefit and continue the County-wide communication system already in place between the parties. By this Agreement, each Agency elects to participate, or not, as indicated on the signature page(s) below, in the joint acquisition of the radios. Those Agencies who are participating in the joint acquisition agree to the payment arrangements set forth herein. The parties intend to bind themselves to the fullest extent allowed by Florida law.

3. Term and Termination. This Agreement shall become effective on October 1, 2018 (“effective date”) and shall remain in full force and effect until termination as set forth herein. A party may terminate this Agreement as to said terminating party by giving at least twelve (12) months written notice to the other parties. In the event a single Agency desires to terminate this Agreement, the Lake County Manager, upon receipt of terminating party’s written notice and without prior approval of any of the other parties, may enter into a separate writing with the terminating Agency. In the event of termination, the County may accelerate the remaining payment(s) due from the Agency to the County and the Agency shall pay any outstanding balance due to the County. Any change in the parties listed in Agreement shall not invalidate this Agreement or any obligations between the County and other non-terminating Agencies. It is anticipated in the future that LEMS’s services will be performed by the County; any assignment

or dissolution of LEMS will not affect the validity of this Agreement and obligations of LEMS under this Agreement may be assigned to the County without notice to the other parties.

4. County's Obligations.

- A. The County will, if not already, competitively solicit and select a vendor for the purchase of new emergency network radios and any associated equipment that conform and support 700/800 MHz operation, which is currently in use. An Agency may provide recommendations to the County; but, the County shall have the sole discretion to select a vendor, subscriber and the model/tier of selected radios.
- B. If an Agency elects to participate, the County agrees to order the number of radios on behalf of the Agency, as specified on the signature page(s) for such Agency included with this Agreement. The County may fully rely on the quantities given by the Agency listed on the below signature page and the Agency agrees to pay for such quantities of radios.
- C. Upon receipt of the new emergency network radios and associated equipment from the vendor, the County's Office of Public Safety will notify each Agency and each Agency will be responsible for picking up and obtaining the radios for their own Agency. The County will not be responsible for delivering the new radios to an Agency, unless otherwise agreed. The Agency purchased radios will be placed in service in the existing fashion as the replaced radios are operating today. Any modifications are at the expense of each Agency.
- D. Once the new radios are obtained by the Agency, it is the responsibility of the Agency, at Agency's cost, to repair, replace and maintain any radio(s) that is/are damaged or destroyed while within the custody of the Agency. It is anticipated the vendor will provide a 10-year Life/Support expectancy with an additional 5-year support requirement after End-of-Life from time of initial procurement. Any warranty made available to the County for the radios, including guarantees regarding defects and workmanship, will be assigned by the County to the Agency.
- E. The County shall appoint a person to serve as a liaison to the Agencies for purposes of receiving and disseminating information related to this Agreement.
- F. The County Manager may, upon notice to the Agencies, seek assistance of a third-party administrator to manage the administration, collection of payments, invoicing, reporting, and any other services needed by the County in order for the County to complete its obligations under this Agreement.

5. Agency's Obligations, if Elect to Participate.

- A. If an Agency has elected to participate in the acquisition of the new radios, the Agency must list a requested quantity of radios on its respective signature page. The County is not obligated to order or purchase an amount of radios more than the quantity listed.
- B. Once notified by the County, the Agency agrees to pick up the new emergency network radios and associated equipment from the County's Office of Public Safety. All communications equipment furnished by way of the 2007 County-Wide Agreement is to remain the property of the County. The parties agree that at the time of obtaining the new radios, each Agency will turn-in/return to the County's Office of Public Safety the communications equipment previously provided to the Agency by way of the 2007 County-Wide Agreement and subsequent Agency purchased radios that are being replaced to be used for trade-in value. Attached hereto and incorporated herein as **Exhibit A** is a 2007 County-Wide Communication Equipment Inventory listing what is currently being used by the Agency. All communications equipment, whether serviceable or not, that was issued to the Agency by the County, purchased to replace lost/damaged equipment issued by the County or purchased by the agency and being replaced must be turned in by the Agency. In the event an Agency fails to turn-in the number of equipment referenced in **Exhibit A** within ten (10) days of the date of obtaining the new radios, the County will invoice the Agency and the Agency agrees to pay to Lake County the amount of \$750.00 per radio not returned. All radios turned-in will be disabled on the County-wide communications systems once inventoried and will remain inactive.
- C. The Agency agrees to pay the County the expense incurred for acquiring the new radios on behalf of the Agency. Each Agency has an option for payment: (1) one-time payment in full due to the County upon invoice to the Agency by the County **or** (2) annual payments by the Agency to the County for a period of no more than ten (10) years, with first payment due to the County on or before October 31, 2018, and each subsequent annual installment payment due on October 15th of each year following. The Agency agrees to indicate on the signature page below which option is chosen by the Agency.
- D. All payments, unless otherwise directed by the County, shall be made payable to the Lake County Board of County Commissioners and delivered to Lake County Office of Public Safety, 20415 Independence Blvd., Groveland, FL 34736 and contain *Radios* in the subject line. Any and all payments shall be made in accordance with the Florida Prompt Payment

Act, Chapter 218, Part VII, Florida Statutes. Payments owed to the County, are due timely to the County, no matter if the County provides an invoice to the Agency or not.

- E. If the Agency elects to make payments due annually, the Agency may make payments in excess or may pay the full amount due early without penalty.
- F. The Agency shall appoint a person to serve as a liaison for purposes of receiving information related to this Agreement and transfer of equipment.

6. Agency's Obligations, if Elect NOT to Participate.

- A. As indicated on the signature pages below, an Agency may execute this Agreement and elect to not participate in the acquisition of the radios pursuant to this Interlocal Agreement. If an Agency elects not to participate, the provisions of this Agreement, including paragraph 5 above, regarding distribution and payment(s) are not applicable. However, paragraph 10 below of this Agreement is still applicable between the County and the specific Agency.
- B. In the event an Agency elects to not participate, the County has no obligation to order or purchase any radios on behalf of the Agency. Within sixty (60) days of the effective date of this Agreement, the non-electing Agency shall turn-in/return to the County's Office of Public Safety the communications equipment previously provided to or acquired by the Agency by way of the 2007 County-Wide Agreement. Attached hereto and incorporated herein as **Exhibit A** is the 2007 County-Wide Communication Equipment Inventory list, showing an itemized list of what is currently being used by the Agency by way of the 2007 County-Wide Agreement. All communications equipment, whether serviceable or not, that was issued to the Agency or purchased to replace lost/damaged equipment issued by the County must be turned in by the Agency. In the event an Agency fails to turn in the number of equipment referenced in **Exhibit A**, the County will invoice the Agency and the Agency agrees to pay the County the amount of \$750.00 per radio not returned. All radios on the list will be disabled on the County-wide communications systems once inventoried and will remain inactive.
- C. Even if an Agency elects to not participate, the Agency will promptly inform the County's Office of Public Safety how the Agency intends to continue its participation in the County-wide communication system.

7. Maintenance. All radios and equipment obtained by way of this Agreement and purchased in the future by way of this Agreement will be maintained by the County's Office of Public Safety. Maintenance costs on all equipment obtained by way of this Agreement will be the

responsibility of the County. The County will provide radio inventory database, provisioning, servicing, programming, first echelon repairs and all depot repair and maintenance including shipping and handling while radios are under or outside of warranty. Maintenance and repair must be coordinated with the County and the maintained of any radios and equipment purchased by way of this Agreement will utilize a charge-back system, at cost, as set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

8. Additional Equipment. The Agency may purchase additional equipment, upgrades, additional support, and accessories from the selected vendor. All equipment and upgrades must be reviewed by the County's Office of Public Safety prior to purchase to ensure compatibility and standardization with the communications system and the developed operational performance templates. The cost of any additional equipment, upgrades, additional support, and accessories shall be the responsibility of the requesting Agency, and not the County. All additional purchased equipment and accessories will remain the property of the purchasing Agency and be subject to the provisions of paragraph 7 above.

9. Default. Agencies agree to submit payment(s) to the County timely in accordance with the terms of this Agreement. Upon finding a default of the provision of this Agreement, the County will send written notice of the default to the defaulting Agency. If the Agency does not cure the default within ten (10) business days of the date of notification from the County, the County has the right to: (1) consider this Agreement terminated as to such Agency; (2) accelerate the remaining payments due from the Agency to the County; (3) recover from the Agency all amount then due and owing hereunder less the sales price of any items the County has since acquired from the Agency; and/or (4) utilize any other remedy available under Florida law or in equity, including but not limited to, legal action to retrieve the radios and supporting equipment from the Agency.

10. 2007 County-Wide Agreement.

A. The County, the Sheriff, LEMS (formerly known as Lake Sumter EMS), and the following listed Municipalities are parties to this Agreement and were parties to 2007 County-Wide Agreement:

Astatula	Leesburg
Clermont	Mascotte
Eustis	Minneola
Fruitland Park	Montverde
Groveland	Mount Dora
Howey-in the-Hills	Tavares
Lady Lake	Umatilla

B. By executing this 2018 Amended and Restated Interlocal Agreement, the County, Sheriff, LEMS, and the above listed Municipalities agree that the 2007 County-wide Agreement is terminated as of the effective date of this 2018 Agreement.

11. Liabilities and Damages. Nothing herein shall be deemed to be an assumption of liability of an Agency, County or parties for any acts, omissions, and negligence of another Agency, party, or County. Each party shall hold the other parties harmless from and shall defend the other parties and its officers and employees against claims for damages resulting from this Agreement. All liability to personnel and for loss or damage of equipment and personal property shall be borne by the party employing such personnel and having custody of such equipment, and all parties shall carry sufficient insurance to cover all such liability.

12. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing. All notices required, or which may be given, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

13. General Provisions.

A. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

B. Counterparts. This agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute one and the same Agreement.

C. Venue. This Agreement shall be governed by Florida law and venue shall be in a court of competent jurisdiction in and for Lake County, Florida. Each party shall be responsible for its own attorneys' fees and costs.

D. Entire Agreement. This Agreement embodies the entire agreement between the parties. This Agreement may not be modified or terminated except as provided herein.

E. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a

written document executed by the parties hereto, with the same formality and of equal dignity herewith.

F. Assignment. This Agreement shall not be assigned except with written consent of all parties. Nothing herein is intended or is construed as any transfer or contracting away of any powers or functions of one party to the other.

14. Recording. The parties agree that this Interlocal Agreement may be recorded in the Official Records of Lake County, Florida, at the option of the County.

15. Exhibits. This Agreement contains the following Attachments, all of which are incorporated in this Agreement:

- Exhibit A 2007 County-wide Communications Equipment Inventory
- Exhibit B Costs for County Subscriber Maintenance/Warranty of Equipment

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman; Lake County Sheriff Peyton C. Grinnell in his capacity as Lake County Sheriff; Lake Emergency Medical Services, Inc., through its authorized representative; and by the duly authorized representative of each Municipality named herein.

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
Of Lake County, Florida

Timothy I. Sullivan, Chairman

This ____ day of _____, 2018.

Approved as to form and legality:

Melanie Marsh, County Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p>
<p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>

SHERIFF

 Peyton C. Grinnell, Lake County Sheriff

This ___ day of _____, 2018.

Approved as to form and legality:

 David W. Porter
 General Counsel to Sheriff

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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LEMS

LAKE EMERGENCY MEDICAL SERVICES, INC.

 Gerald "Jerry" Smith, Executive Director

This ____ day of _____, 2018.

Approved as to form and legality:

 Melanie Marsh, County Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p>
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AGENCY

ATTEST:

TOWN OF ASTATULA, FLORIDA

Graham Wells, Town Clerk

Robert Natale, Mayor

This _____ day of _____, 2018.

Approved as to form and legality:

Zachery T. Broome, Town Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

ATTEST:

CITY OF CLERMONT, FLORIDA

Tracy Ackroyd Howe, City Clerk

Gail L. Ash, Mayor

This ____ day of _____, 2018.

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p>
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AGENCY

CITY OF EUSTIS, FLORIDA

 Robert Morin, Mayor

This ____ day of _____, 2018.

ATTEST:

 Mary Montez, City Clerk

Approved as to form and legality:

 Derek Schroth, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p>
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AGENCY

CITY OF FRUITLAND PARK, FLORIDA

 Christopher Cheshire, Mayor

This ____ day of _____, 2018.

ATTEST:

 Esther Lewin-Coulson, City Clerk

Approved as to form and legality:

 Anita Geraci-Carver, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollethe</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

CITY OF GROVELAND, FLORIDA

 Dina Sweatt, Mayor

This ____ day of _____, 2018.

ATTEST:

 Virginia Wright, City Clerk

Approved as to form and legality:

 Anita Geraci-Carver, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p>
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AGENCY

TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

Chris Sears, Mayor

This ____ day of _____, 2018.

ATTEST:

Dairian Burke, Town Clerk

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

TOWN OF LADY LAKE, FLORIDA

 Jim Richards, Mayor

This ____ day of _____, 2018.

ATTEST:

 Kristen Kollgaard, Town Clerk

Approved as to form and legality:

 Derek Schroth, Town Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollelte</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

CITY OF LEESBURG, FLORIDA

Robert Bone, Jr.
Mayor

This _____ day of _____, 2018.

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and legality:

Fred Morrison, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

CITY OF MINNEOLA, FLORIDA

 Pay Kelley, Mayor

ATTEST:

This ____ day of _____, 2018.

 Barbara Hollerand, City Clerk

Approved as to form and legality:

 Scott Gerken, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

ATTEST:

CITY OF MASCOTTE, FLORIDA

Michelle Hawkins, City Clerk

Barbara Krull, Mayor

This ____ day of _____, 2018.

Approved as to form and legality:

Andrew Hand, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

TOWN OF MONTVERDE, FLORIDA

 Joe Wynkoop, Mayor

This ____ day of _____, 2018.

ATTEST:

 Brenda Brasher, Town Clerk

Approved as to form and legality:

 Anita Geraci-Carver, Town Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p>
<p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>

AGENCY

CITY OF MOUNT DORA, FLORIDA

 Nick Girone, Mayor

This ____ day of _____, 2018.

ATTEST:

 Gwen Johns, City Clerk

Approved as to form and legality:

 Jennifer D. Cockcroft, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

CITY OF UMATILLA, FLORIDA

 Mary Johnson, Mayor

This ____ day of _____, 2018.

ATTEST:

 Karen Howard, City Clerk

Approved as to form and legality:

 Kevin Stone, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

CITY OF TAVARES, FLORIDA

Lori Pfister, Mayor

This ____ day of _____, 2018.

ATTEST:

Susan Novack, City Clerk

Approved as to form and legality:

Robert Q. Williams, City Attorney

EXHIBIT A
2007 County-wide Communications Equipment Inventory

*Per paragraph 6 and 7 of this Agreement, each agency agrees to turn-in/return the following communications equipment to the County, or else be subject to a cost.

<u>AGENCY</u>	<u>MOBILES</u>	<u>PORTABLES</u>	<u>PSAP</u>	
			<u>CONTROL</u>	<u>CONSOLLETTE</u>
Astatula Police Department	5	6	1	
Clermont Police Department	33	51	0	6
Clermont Fire Department	28	79	7	
Eustis Fire Department	16	50	1	
Eustis Police Department	64	69	3	4
Florida Highway Patrol	0	5	0	
Fruitland Park Fire Department	8	20	1	
Fruitland Park Police Department	18	25	1	
Groveland Police Department	25	26	0	3
Groveland Fire Department	7	15	1	
Howey Police Department	7	13	1	
Lady Lake Police Department	40	44	0	7
Lake Sumter EMS	97	111	0	10
Leesburg Police Department	90	102	0	7
Leesburg Fire Department	18	44	7	
Mascotte Fire Department	9	14	1	
Mascotte Police Department	12	15	1	
Minneola Fire Department	6	9	1	
Montverde Fire Department	4	16	1	
Mount Dora Police Department	44	69	2	
Mount Dora Fire Department	8	16	1	
Public Safety	51	148	35	5
Sheriff's Office	412	586	10	10
Tavares Police Department	27	35	0	2
Tavares Fire Department	7	16	2	

Umatilla Police Department	8	15	1	
Umatilla Fire Department	8	23	1	
<u>Villages Fire Department</u>	<u>25</u>	<u>31</u>	<u>1</u>	
TOTAL:	1077	1653	80	54

*NOTE – If a PD or FD is not identified it is due to it not existing in that particular agency.

EXHIBIT B
Costs for County Subscriber Maintenance/Warranty of Equipment

The following monthly maintenance charges should be used when budgeting per radio for the annual support of all radios used on the system. The County provides radio inventory database, provisioning, servicing, programming, first echelon repairs and all depot repair and maintenance including shipping and handling while radios are under or outside of warranty. Invoices for radio support will be sent out annually and paid annually in October based on inventories provided and verified by the agencies. Any new additions will be pro-rated based on the date of receipt and being added to the system. Any changes in configuration of a mobile radio are subject to De-installation and Installation charges. All others are subject to Miscellaneous Radio Work

Annual Recurring

<u>Radio Type</u>	<u>Monthly</u>	<u>Annual</u>
Portable	\$ 8.00	\$ 96.00
Mobile	\$12.00	\$144.00
Control Station	\$12.00	\$144.00
Consollette	\$12.00	\$144.00

Non-recurring

<u>Other Services</u>	<u>Each</u>
Radio Installations	\$75.00
Radio De-installation	\$50.00
Miscellaneous Repair/Work	\$30.00/hr. plus parts